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Proposed Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
MULTI-COLOR CORPORATION, *et al.*,	Case No. 26-10910 (MBK)
Debtors.[1]	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT the documents contained herein are provided in accordance with the *Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and its Debtors Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 17] (as may be

[1] The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/MCC. The location of the Debtors' service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

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amended, supplemented, or otherwise modified from time to time, the "Plan")[2] and the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this Plan Supplement (as may be amended from time to time, the "Plan Supplement") with the Court in support of confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement contains current drafts of the following documents (which remain subject to ongoing negotiations among the Debtors and interested parties in accordance with the Plan and the Restructuring Support Agreement), as may be modified, amended, or supplemented from time to time:

Exhibit A	New ABL Facility Documents
Exhibit B	Backstop Commitment Agreement
Exhibit C	Plan Sponsor Equity Purchase Agreement
Exhibit D	Rejected Executory Contracts and Unexpired Leases Schedule
Exhibit E	Schedule of Retained Causes of Action
Exhibit F	Restructuring Transactions Memorandum

PLEASE TAKE FURTHER NOTICE that the respective rights of the Debtors and certain other parties-in-interest are expressly reserved, subject and pursuant to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement and any of the documents and designations contained herein in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, and any other Final Order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth fully therein. The Plan Supplement is integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement shall also be approved pursuant to the Confirmation Order. In the event of a conflict between the Plan and the Plan Supplement, the Plan Supplement shall control in accordance with Article I.G of the Plan (unless stated otherwise in such Plan Supplement document or in the Confirmation Order).

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan Supplement and related documents may be obtained free of charge: (a) by visiting the Debtors' restructuring website at https://veritaglobal.net/MCC; or (b) by contacting Kurtzman Carson Consultants, LLC (d/b/a Verita Global), the Debtors' Solicitation Agent, by phone at (866) 967-1788 (toll free, U.S. and Canada) or (310) 751-2688 (international), or by email at mccinfo@veritaglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via the Bankruptcy Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

Dated: March 10, 2026

/s/ Michael D. Sirota

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Exhibit A

New ABL Facility Documents

This **Exhibit A** includes the following New ABL Facility Documents:

- Exhibit A(i): Exit ABL Engagement Letter; and
- Exhibit A(ii): Exit ABL Fee Letter

Certain documents, or portions thereof, contained or to be contained in this **Exhibit A** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Exhibit A(i)

Exit ABL Engagement Letter

Execution Version

BARCLAYS
745 Seventh Avenue
New York, New York 10019

PERSONAL AND CONFIDENTIAL

March 10, 2026

LABL, Inc.
3284 Northside Parkway NW, Suite 400
Atlanta, GA 30327
United States of America
Attention: Kathleen Phelps

Engagement Letter

Ladies and Gentlemen:

LABL, Inc. (the "Company", the "Borrower" or "you"), a debtor and debtor-in-possession in the Chapter 11 bankruptcy cases captioned *In re Multi-Color Corporation, et al.*, Case No. 26-10910 (MBK) (Jointly Administered) (the "Bankruptcy Cases," and you and your affiliated debtors and debtors in possession therein, collectively, the "Debtors"), which are jointly administered and pending before the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), has advised Barclays Bank PLC ("Barclays," "we" or "us") that the Company desires to:

- obtain up to $550 million under a senior secured asset-based revolving credit facility (the "ABL Facility"); and

- consummate certain transactions described herein (as contemplated by this letter and for the avoidance of doubt excluding any financing transactions in connection with the Plan other than the ABL Facility, the "Transactions" and collectively, the "Engagement Letter").

The ABL Facility will allow you and your affiliated debtors in the Bankruptcy Cases to emerge from the Bankruptcy Cases in connection with, and pursuant to, the *Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "Plan").

We are pleased to advise that we will use commercially reasonable efforts to assist you in arranging, structuring and syndicating the ABL Facility during the period commencing on the date hereof until the earlier of (i) the Closing Date (as defined below) and (ii) termination of this Engagement Letter pursuant to the terms hereof (such period, the "Engagement Period"). We are further pleased to confirm the arrangements under which Barclays is exclusively authorized by you to act as sole and exclusive administrative agent and collateral agent and Barclays is authorized by you to act as a joint lead arranger, joint bookrunner and syndication agent in connection with the Transactions on the terms and subject to the conditions set forth in this Engagement Letter; provided, however, that it is understood and agreed that (a) you may appoint additional joint lead arrangers, joint bookrunners and/or syndication agents in connection with the Transactions (such additional lead arrangers, bookrunners and syndication agents, the "Additional Arrangers"; and the Additional Arrangers together with Barclays, the "Lead Arrangers") in

a manner determined by you; provided that no Additional Arranger shall have economics greater than Barclays (other than as a result of any fees earned solely in such Additional Arranger's capacity as a Lender), and (b) Barclays shall receive "top left" placement in any listing of the Lead Arrangers and shall have the rights and responsibilities customarily associated with such placement.

1. Agency Roles

Barclays hereby confirms its willingness to act as sole and exclusive administrative agent and collateral agent for the ABL Facility. Barclays hereby confirms its willingness to act as a joint lead arranger and joint bookrunner to provide you with structuring advice and as a syndication agent to provide you with syndication advice in connection with the ABL Facility. In such capacities Barclays may, in its discretion, appoint co-agents and form a syndicate of lenders in connection with the ABL Facility and Barclays agrees to use commercially reasonable efforts to arrange a syndicate of banks, financial institutions and institutional lenders in consultation with and acceptable to you that will participate in the ABL Facility (collectively, the "Lenders"); it being understood such Lenders shall not include those persons identified by you or Clayton, Dubilier & Rice, LLC (the "Sponsor") in writing to Barclays (or their affiliates so designated in writing) on or prior to the date hereof or any competitors of the Company or its subsidiaries or any affiliates of such competitors, or any person whose principal investment strategy is investing in distressed debt or the pursuance of loan-to-own strategies that is identified from time to time in writing by the Borrower or the Sponsor to Barclays in its capacity as administrative agent for the ABL Facility (such persons, collectively, "Disqualified Lenders") (provided that after the Closing Date, the Borrower may designate additional entities with the consent of Barclays in its capacity as administrative agent for the ABL Facility (such consent not to be unreasonably withheld, conditioned or delayed)). You acknowledge and agree that this Engagement Letter is not a commitment by Barclays to provide any financing or provide or purchase any loans in connection with the ABL Facility, which commitment, if any, will only be set forth in a separate commitment letter or other agreement.

Our fees for services related to the ABL Facility are set forth in a separate fee letter (the "Fee Letter") between the Company and Barclays entered into on the date hereof. In consideration of the execution and delivery of this Engagement Letter by Barclays, you agree to pay the fees and expenses set forth herein and in the Fee Letter as and when payable in accordance with the terms hereof and thereof.

You agree that no other titles will be awarded and no compensation (other than as expressly contemplated by this Engagement Letter and the Fee Letter) will be paid in connection with the ABL Facility unless you and we shall so agree.

The definitive loan documents relating to the ABL Facility including, without limitation, a credit agreement, security agreements, pledge agreements, opinions of counsel and other related definitive documents (collectively, the "ABL Loan Documents") will contain the final terms and conditions of the ABL Facility, which will be usual and customary for financings of this kind generally or as otherwise deemed appropriate by Barclays and you for this transaction in particular. You acknowledge and agree that this Engagement Letter is not a guarantee with respect to the successful syndication of the ABL Facility.

2. Syndication

Barclays intends to commence syndication promptly upon the execution of this Engagement Letter and, in connection with its syndication of the ABL Facility to the Lenders, Barclays will select the Lenders after consultation with the Borrower. Barclays will lead the syndication, including determining the timing of all offers to potential Lenders, any title of agent or similar designations or roles awarded to any Lender and the acceptance of commitments, the amounts offered and the compensation provided to each Lender from

the amounts to be paid to Barclays pursuant to the terms of this Engagement Letter and the Fee Letter, in each case, with your consent (such consent not to be unreasonably withheld, conditioned or delayed). Barclays will determine the final commitment allocations with your consent (such consent not to be unreasonably withheld, conditioned or delayed). You agree to use all commercially reasonable efforts to ensure that Barclays's syndication efforts benefit from your and your respective subsidiaries' existing lending and investment banking relationships. To ensure an orderly and effective syndication of the ABL Facility, you agree that, until the earlier of the termination of the syndication as determined by Barclays and 90 days following the date of initial funding under the ABL Facility, you will not, and will not permit any of your affiliates to, syndicate or issue, attempt to syndicate or issue, announce or authorize the announcement of the syndication or issuance of, or engage in discussions concerning the syndication or issuance of, any debt facility or any debt or equity security of you or any of your respective subsidiaries or affiliates that would reasonably be expected to materially and adversely affect the orderly arrangement of the ABL Facility (it being understood and agreed that (i) the New Debt as defined in, contemplated by and in accordance with the Plan, (ii) the New Preferred Equity as defined in, contemplated by and in accordance with the Plan, (iii) other indebtedness of you and your subsidiaries for ordinary course working capital requirements, ordinary course bilateral letter of credit facilities, and ordinary course capital lease, purchase money and equipment financings (but excluding, for the avoidance of doubt, any new working capital facilities), and (iv) any other indebtedness of you and your subsidiaries or any of their affiliates disclosed to us in writing prior to the date hereof shall, in each case, be permitted), including any renewals or refinancings of any existing debt facility or debt security, without the prior written consent of Barclays.

You agree to use commercially reasonable efforts to cooperate with us and provide information reasonably required by us in connection with: (i) the preparation of, as soon as practicable after the date of this Engagement Letter, an information package regarding the business, operations, financial projections and prospects of the Borrower and its subsidiaries including, without limitation, the delivery of all information relating to the Transactions prepared by or on behalf of the Borrower deemed reasonably necessary by Barclays to complete the syndication of the ABL Facility; (ii) the preparation of an information package acceptable in format and content to Barclays for use in bank meetings and other communications with prospective Lenders in connection with the syndication of the ABL Facility (including, without limitation, direct contact between appropriate senior management, representatives and advisors of the Company with prospective Lenders and participation of such persons in a reasonable number of such meetings upon reasonable prior notice (which meetings shall be virtual unless otherwise agreed by you)); (iii) the hosting, with Barclays, of a reasonable number of meetings upon reasonable prior notice (which meetings shall be virtual unless otherwise agreed by you) with prospective Lenders and, in connection with any such meeting, consulting with Barclays with respect to the presentations to be made and making available appropriate senior management, representatives and advisors of the Company to rehearse such presentations prior to any such meeting, as reasonably requested by Barclays; (iv) the satisfactory negotiation, execution and delivery of the ABL Loan Documents; and (v) the satisfactory completion of Barclays's due diligence investigations with respect to the business, general affairs, assets, liabilities, operations, management, condition (financial or otherwise), stockholders' equity, results of operations and value of you and your respective subsidiaries and the tax, accounting, legal, environmental, regulatory and other issues relevant to you, your respective subsidiaries and the Transactions; provided, for the avoidance of doubt, that none of the Borrower nor any subsidiary will be required to disclose or permit the inspection or discussion of any document, information or other matter (w) that constitutes non-financial trade secrets or non-financial proprietary information, (x) in respect of which disclosure is prohibited by law or any binding agreement or (y) that is subject to attorney-client or similar privilege or constitutes attorney work product. You agree that Barclays has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to you; provided that Barclays will submit a copy of any such advertisement to you for your approval prior to such placement, which approval will not be unreasonably withheld or delayed. You further agree that any references to Barclays or any of its affiliates made in advertisements or

other marketing materials used in connection with the Transactions are subject to the prior written approval of Barclays, which approval shall not be unreasonably withheld or delayed.

You agree to satisfy the requirements of the foregoing provisions of this Section 2 by a date sufficient to permit the syndication of the ABL Facility to be completed prior to the closing date of the ABL Facility (the "Closing Date"), as determined by Barclays in its reasonable discretion. You will be solely responsible for the contents of any such information package and presentation and all other information, documentation or other materials delivered to us in connection therewith and you acknowledge that we will be using and relying upon such information without independent verification thereof. You agree that such information regarding the ABL Facility and information provided by you or your representatives to Barclays in connection with the ABL Facility (including, without limitation, draft and execution versions of the ABL Loan Documents, such information package, such presentation, publicly filed financial statements and draft or final offering materials relating to contemporaneous or prior securities issuances by the Company) may be disseminated to potential Lenders and other persons through one or more Internet sites (including an IntraLinks or Syndtrak workspace) created for purposes of syndicating the ABL Facility or otherwise in accordance with Barclays's standard syndication practices (including hard copy and via electronic transmissions).

At the request of Barclays, you agree to prepare a version of the information package and presentation that does not contain material non-public information concerning you, your respective affiliates or their respective securities. In addition, you agree that if specifically labeled "Public," you shall be deemed to have authorized the prospective Lenders to treat the information, documentation or other data disseminated to prospective Lenders in connection with the syndication of the ABL Facility, whether through an Internet site (including, without limitation, an IntraLinks or SyndTrak workspace), electronically, in presentations, at meetings or otherwise as not containing any material non-public information concerning you, your respective affiliates or their securities. Before distribution of any information package and presentation to Lenders and prospective Lenders in connection with the syndication of the ABL Facility, you will execute and deliver to us customary authorization letters authorizing the distribution of such materials and, in the case of any public version thereof, representing and warranting that the information contained therein consists exclusively of information that is either (x) information about the Company that is publicly available or information about the Company of a type that would be publicly available if the Company were a public reporting company or (y) not material with respect to you, your respective affiliates or their respective securities for purposes of foreign, United States federal or state securities laws. Each information package and presentation provided to Lenders and prospective Lenders will be accompanied by a disclaimer exculpating us with respect to any use thereof and of any related materials by the recipients thereof. You further agree that the following documents contain information that is otherwise publicly available (unless you notify us promptly that such document contains material non-public information): (x) draft and execution versions of the ABL Loan Documents, (y) administrative materials prepared by Barclays for prospective Lenders (including, without limitation, a lender meeting invitation, lender allocations, if any, and funding and closing memoranda) and (z) notifications of changes in the terms and conditions of the ABL Facility.

3. Information

You represent, warrant and covenant that (i) all information (other than the Projections (as defined below) and information of a general economic or industry nature, the "Information") that has been or will be made available to Barclays, the Lenders or any of their respective affiliates directly or indirectly by or on behalf of the Company in connection with the Transactions is and will be, when furnished, when taken as a whole, complete and correct in all material respects and does not and will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained

therein, taken as a whole, not materially misleading in light of the circumstances under which such statements are made and (ii) the projections and other forward-looking information that have been or will be made available directly or indirectly to Barclays, the Lenders or any of their respective affiliates by or on behalf of the Company in connection with the Transactions (the "Projections") have been and will be prepared in good faith based upon accounting principles consistent with the historical audited financial statements of the Company and upon assumptions that are believed by the preparer thereof to be reasonable at the time made and at the time the Projections are made available to Barclays, the Lenders or any of their respective affiliates (it being understood that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control; that the Projections, by their nature, are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved; and that actual results may differ from the Projections and such differences may be material). You agree that if at any time prior to the Closing Date you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if made at such time, then you will promptly supplement, or cause to be supplemented, the Information and/or Projections so that such representations will be correct in all material respects in light of the circumstances in which the statements are made.

You understand that, in providing our services pursuant to this Engagement Letter, we may use and rely on the Information and Projections without independent verification thereof.

4. Indemnity; Limitation of Liability

(a) Indemnity.

To induce us to enter into this Engagement Letter and the Fee Letter and to provide the services described herein, you hereby agree to indemnify upon demand and hold harmless Barclays, each other Lead Arranger, each other agent or co-agent (if any) designated by Barclays with respect to the ABL Facility, each Lead Arranger in any other capacity to which it may be appointed by you in connection with the Transactions, each Lender (including in any event Barclays) and their respective affiliates and each partner, trustee, shareholder, director, officer, employee, advisor, representative, agent, attorney and controlling person thereof (each of the above, an "Indemnified Person") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses (including reasonable and documented legal expenses), joint or several, of any kind or nature whatsoever that may be brought or threatened by you, your respective affiliates or any other person or entity and which may be incurred by or asserted against or involve us or any other Indemnified Person (whether or not any Indemnified Person is a Party to such, action, suit, proceeding or claim) as a result of or arising out of or in any way related to or resulting from this Engagement Letter, the Fee Letter, the ABL Facility, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the ABL Facility and, upon demand, to pay and reimburse us and each other Indemnified Person for any reasonable and documented legal expenses of one firm of counsel for all such Indemnified Persons, taken as a whole and, if necessary, of a single firm of local counsel in each relevant material jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for all such Indemnified Persons, taken as a whole (and, solely in the case of an actual or perceived conflict of interest where any Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, of one other firm of counsel for such affected Indemnified Persons, taken as a whole) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including any inquiry or investigation) or claim (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein) (whether or not we or any other Indemnified Person is a party to any action, suit, proceeding or claim out of which any such expenses arise); provided that you will not have to indemnify any Indemnified Person against any claim, loss, damage, liability or expense to the extent

(A) the same resulted from the gross negligence, bad faith, willful misconduct of such Indemnified Person (in each case, to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment), (B) resulting from any claim, loss, damage, liability or expense that does not involve an act or omission of you or any of your affiliates and that is brought by an Indemnified Person solely against another Indemnified Person, other than claims against Barclays in its respective capacity in fulfilling its role as lead arranger for the ABL Facility or (C) to the extent arising from a material breach by such Indemnified Person of its obligations hereunder (to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment).

You shall not be liable for any settlement of any pending or threatened action, suit, proceeding or claim effected without your written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final and non-appealable judgment by a court of competent jurisdiction in any such action, suit, proceeding or claim, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, damages, liabilities or expenses and reasonable and documented or invoiced legal or other out-of-pocket expenses by reason of such settlement or judgment in accordance with and to the extent provided in the other provisions of this Section 4. If you have reimbursed any Indemnified Person for any legal or other expenses in accordance with such request and there is a final and non-appealable determination by a court of competent jurisdiction that the Indemnified Person was not entitled to indemnification or contribution rights with respect to such payment pursuant to this Section 4, then the Indemnified Person shall promptly refund such amount.

You shall not, without the prior written consent of any affected Indemnified Person, effect any settlement of any pending or threatened action, suit, proceeding or claim in respect of which indemnity could have been sought hereunder by such affected Indemnified Person unless such settlement (x) includes an unconditional release of such affected Indemnified Person in form and substance reasonably satisfactory to the affected Indemnified Person from all liability on claims that are the subject matter of such action, suit, proceeding or claim and (y) does not include any statement as to or any admission of fault, culpability, wrongdoing or failure to act by or on behalf of the affected Indemnified Person.

The indemnity and reimbursement obligations of the Company under this Section 4 will be in addition to any liability which the Company may otherwise have and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Indemnified Persons. You agree that any obligations owed to Barclays under this Engagement Letter, including those related to the indemnity set forth in this Section 4(a), are administrative expenses under section 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), are reasonable and necessary under the circumstances, and will benefit the Debtors in the Bankruptcy Cases and their bankruptcy estates. The provisions in this Section 4 shall be superseded, in each case, to the extent covered thereby, by the applicable provisions contained in the ABL Loan Documents upon the effectiveness thereof and thereafter shall have no further force and effect.

(b) Limitation of Liability.

Notwithstanding any other provision of this Engagement Letter, none of Barclays, any other Lead Arranger, any other agent or co-agent (if any) designated by Barclays with respect to the ABL Facility, any Lead Arranger in any other capacity to which it may be appointed by you in connection with the Transactions, any Lender (including in any event Barclays) or any of their respective affiliates or any partner, trustee, shareholder, director, officer, employee, advisor, representative, agent, attorney or controlling person thereof (each of the above, a "Protected Person") will be responsible or liable to you or any other person or entity for any damages arising from the use by unauthorized persons of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems that

are intercepted by such persons, except to the extent such damages have resulted from the bad faith, gross negligence or willful misconduct of such Protected Person (in each case, to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment). Neither we nor any other Protected Person will be responsible or liable to you or any other person or entity for any indirect, special, punitive or consequential damages which may be alleged as a result of this Engagement Letter, the Fee Letter, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the ABL Facility.

5. Assignments

This Engagement Letter may not be assigned by either party hereto without the prior written consent of the other party hereto (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person (including stockholders, employees or creditors of the Company) other than the parties hereto (and any Indemnified Person and any Protected Person). This Engagement Letter (including all exhibits, annexes and other attachments) may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

6. USA PATRIOT Act Notification

Barclays hereby notifies you and your respective affiliates that, pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and 31 C.F.R. §1010.230 (the "Beneficial Ownership Regulation"), it and each Lender may be required to obtain, verify and record information that identifies you and your respective affiliates, which information includes the name and address of you and your respective affiliates and other information that will allow Barclays and each Lender to identify you and your respective affiliates in accordance with the Patriot Act, Beneficial Ownership Regulation and other applicable "know your customer" and anti-money laundering rules and regulations. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective for Barclays and each Lender.

7. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship

Please note that this Engagement Letter, the Fee Letter and any written or oral communications provided by Barclays or any of its affiliates in connection with the Transactions are exclusively for the information of the Board of Directors and senior management of the Company and may not be disclosed to any other person or entity or circulated or referred to publicly without our prior written consent except (i) to your officers, directors, agents and advisors who are directly involved in the consideration of the ABL Facility to the extent you notify such persons of their obligations to keep this Engagement Letter, the Fee Letter and such communications confidential and such persons agree to hold the same in confidence; (ii) pursuant to the order of any court or administrative agency in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process based on the reasonable advice of your legal counsel (in which case you agree to inform us promptly thereof to the extent not prohibited by law, rule or regulation); (iii) upon the request of or demand of any regulatory authority having jurisdiction over you or any of your respective affiliates; (iv) in the case of this letter agreement and the contents hereof (but not the Fee Letter and the contents thereof) to the extent required to comply with your obligations under securities and other applicable laws and regulations; (v) to the extent that such information becomes publicly available other than as a result of a disclosure in violation of this agreement by you or your affiliates or representatives; (vi) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Engagement Letter or the Fee Letter; (vii) in the case of this Engagement Letter and the contents hereof (but not the Fee Letter and the contents thereof), to any ratings agency on a

confidential basis in connection with obtaining ratings for the Borrower and the ABL Facility; and (viii) following your acceptance hereof, this Engagement Letter (but not the Fee Letter) in any syndication or other marketing materials, prospectus or other offering memorandum, or any public or regulatory filing in each case relating to the Transactions (provided that you may disclose the aggregate amounts contained in the Fee Letter as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in any offering and marketing materials for the ABL Facility and or any other financing or to the extent customary or required in any public or regulatory filing). You may also file this Engagement Letter (and the Fee Letter, subject to redaction and the motion to seal as contemplated therein) with the Bankruptcy Court in furtherance of seeking approval of this Engagement Letter as set forth in Section 9 hereof.

You acknowledge that Barclays and its affiliates are full service securities firms and as such may from time to time effect transactions, for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Company and other companies that may be the subject of the Transactions. Barclays and its affiliates will have economic interests that are different from or conflict with those of the Company regarding the Transactions. You acknowledge and agree that Barclays has no obligation to disclose such interests to you. You further acknowledge and agree that nothing in this Engagement Letter or the Fee Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between Barclays or its affiliates, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the fullest extent permitted by law, any claims you may have against Barclays for breach of fiduciary duty or alleged breach of fiduciary duty and agree that Barclays will have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the Transactions (including the exercise of rights and remedies hereunder and under the Fee Letter) are arms'-length commercial transactions and that we are acting as principal and in our own best interests. You are relying on your own experts and advisors to determine whether the Transactions are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Company and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder.

Consistent with our policies to hold in confidence the affairs of our customers, neither we nor any of our affiliates will use or disclose confidential information obtained from you by virtue of the Transactions in connection with our performance of services for any of our other customers (other than as permitted to be disclosed under this Section 7). Furthermore, you acknowledge that neither we nor any of our affiliates have an obligation to use in connection with the Transactions, or to furnish to you, confidential information obtained or that may be obtained by us from any other person.

Please note that Barclays and its affiliates do not provide tax, accounting or legal advice.

8. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction; Surviving Provisions

ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS ENGAGEMENT LETTER OR THE FEE LETTER IS HEREBY IRREVOCABLY WAIVED BY THE PARTIES HERETO. THIS ENGAGEMENT LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION

OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. Each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court or, if the Bankruptcy Court abstains from exercising jurisdiction, (a) the Supreme Court of the State of New York, New York County and (b) the United States District Court for the Southern District of New York, located in the Borough of Manhattan, and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this Engagement Letter, the Fee Letter or the Transactions or the performance of services contemplated hereunder or under the Fee Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim may be heard and determined in such New York State court or such Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this Engagement Letter, the Fee Letter or the Transactions or the performance of services contemplated hereunder or under the Fee Letter in any such New York State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County located in the Borough of Manhattan.

This Engagement Letter is entered into for your benefit only and no other person or entity (other than the Indemnified Persons and Protected Persons) may rely hereon.

Except as set forth herein or therein, the provisions of Sections 2, 4, 7 and this Section 8 of this Engagement Letter will survive any termination or completion of the arrangements contemplated by this Engagement Letter, the Fee Letter and the Transactions, including, without limitation, whether or not the ABL Loan Documents are executed and delivered and whether or not the ABL Facility is made available or any loans under the ABL Facility are disbursed.

9. Termination; Acceptance

Our engagement hereunder and our agreements to provide the services described herein will terminate upon (i) receipt by you of notice from Barclays to that effect at any time with or without cause, (ii) on or at any time after September 10, 2026, receipt by Barclays of notice from you to that effect with or without cause, unless the Closing Date has occurred on or before such date on the terms and subject to the conditions set forth herein, (iii) the filing of the Debtors' Plan Supplement, which shall be filed no later than March 11, 2026 (the "Plan Supplement"), if this Engagement Letter and the Fee Letter are not included in such Plan Supplement, (iv) the filing of a motion by the Debtors to seek approval for any backstop or similar fee or for any rights offering procedure without simultaneously seeking approval for the Debtors' entry into this Engagement Letter and the Fee Letter, or (v) the failure of the Bankruptcy Court to approve this Engagement Letter and the Fee Letter pursuant to an order in form and substance acceptable to the Barclays on or before April 2, 2026, unless such date is extended by Barclays in its sole discretion by written notice to the Company (clauses (i)-(v), each a "Termination Event"), effective upon delivery to you of a notice in writing notifying you of the occurrence of a Termination Event. For the avoidance of doubt, you acknowledge and agree that upon the occurrence of a Termination Event, Barclays may take any and all necessary steps to terminate this agreement including, without limitation, sending a notice of termination to you, and you waive any right to assert that any such actions are in any way violative of the automatic stay in effect in these Bankruptcy Cases.

This Engagement Letter may be executed in any number of counterparts, each of which when executed will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed

counterpart of a signature page of this Engagement Letter by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in or relating to this Engagement Letter will be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Engagement Letter and the Fee Letter are the only agreements that have been entered into among the parties hereto with respect to the ABL Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the ABL Facility. Those matters that are not covered or made clear in this Engagement Letter or in the Fee Letter are subject to mutual agreement of the parties. This Engagement Letter is in addition to the agreements of the parties set forth in the Fee Letter. No person has been authorized by Barclays to make any oral or written statements that are inconsistent with this Engagement Letter and the Fee Letter.

YOU AGREE THAT NOTHING HEREIN SHALL CONSTITUTE A COMMITMENT OR OFFER BY BARCLAYS OR ANY OF ITS AFFILIATES TO PROVIDE OR UNDERWRITE ANY FINANCING AND THAT ANY SUCH COMMITMENT OR OFFER WOULD BE EVIDENCED BY AN ADDITIONAL AGREEMENT BETWEEN SUCH PERSON AND THE COMPANY. You acknowledge and agree that this Engagement Letter is not a guarantee with respect to the successful outcome of the Transactions.

You agree that you shall: (i) seek approval for the Debtors' entry into this Engagement Letter, which will provide that all obligations under this Engagement Letter will constitute administrative expenses under section 503(b) of the Bankruptcy Code, and performance thereunder within the order approving confirmation of the Plan; provided that the language authorizing such entry and performance shall be reasonably acceptable in form and substance to Barclays; and (ii) (A) include this Engagement Letter in the Plan Supplement filed no later than no later than March 11, 2026 and, (B) in conjunction with the filing of the Plan Supplement, file a motion with the Bankruptcy Court to seal, under section 107(b) of the Bankruptcy Code, any fees payable under the Fee Letter (and any commercially sensitive information under this Engagement Letter, if any), which motion and order approving said motion shall be reasonably acceptable in form and substance to Barclays.

You acknowledge that you are signing this Engagement Letter and the Fee Letter on behalf of yourself and each of the other Debtors.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to Barclays the enclosed copy of this Engagement Letter, together, if not previously executed and delivered, with the Fee Letter on or before the close of business on the date hereof, whereupon this Engagement Letter and the Fee Letter will become binding agreements between us. If not signed and returned as described in the preceding sentence by such date, this offer will terminate on such date.

[*The remainder of this page is intentionally left blank.*]

We look forward to working with you on this engagement.

Very truly yours,

BARCLAYS BANK PLC

By: _____
Name:
Title:

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

LABL, INC.

By: _____
Name:
Title:

Exhibit A(ii)

Exit ABL Fee Letter

Execution Version

BARCLAYS
745 Seventh Avenue
New York, New York 10019

PERSONAL AND CONFIDENTIAL

March 10, 2026

LABL, Inc.
3284 Northside Parkway NW, Suite 400
Atlanta, GA 30327
United States of America
Attention: Kathleen Phelps

Fee Letter

Ladies and Gentlemen:

Reference is made to the engagement letter (the "ABL Engagement Letter") dated March 10, 2026, among LABL, Inc. (the "Company", the "Borrower" or "you"), a debtor and debtor in possession in the Chapter 11 bankruptcy cases captioned *In re Multi-Color Corporation, et al.*, Case No. 26-10910 (MBK) (the "Bankruptcy Cases," and you and your affiliated debtors and debtors in possession therein, collectively, the "Debtors"), which are jointly administered and pending before the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and Barclays Bank PLC ("Barclays," "we" or "us"). This fee letter (this "Fee Letter") is the Fee Letter referred to in the ABL Engagement Letter. Any capitalized terms used but not defined herein shall have the meaning assigned to such term in the ABL Engagement Letter.

1. Fees. Subject to the occurrence of the Closing Date, you agree to pay:

(a) *Upfront Fee*. To Barclays, for the ratable account of each Lender, an upfront fee (the "Upfront Fee") equal to [redacted] on the Closing Date, or such other amount as mutually agreed to between the parties, which will be due and payable on the Closing Date (or, if such day is not a business day, due and payable on the next following business day);

(b) *Agent Fee*. To Barclays, for its own account, an annual administrative agent fee in the amount equal to [redacted] which will be due and payable in advance (and rebated, to the extent applicable, for any partial period), initially on the Closing Date (or, if such day is not a business day, due and payable on the next following business day) and thereafter on each anniversary of the Closing Date (or, if such day is not a business day, due and payable on the next following business day) until the commitments under the ABL Facility have terminated and all amounts owing thereunder are paid in full; and

(c) *Transaction Structuring Fee*. To Barclays, solely for its own account, in consideration of Barclays' assistance in structuring and arranging the ABL Facility, a transaction structuring fee in an amount equal to [redacted] on the Closing Date, which will be due and payable on the Closing Date (or, if such day is not a business day, due and payable on the next following business day).

All fees shall be payable in U.S. dollars in immediately available funds free and clear of, and without deduction for, any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto or will be grossed up by you for such amounts; provided that no gross-up shall be payable to a recipient in respect of (a) any taxes imposed on or measured by net income, franchise taxes or branch profits taxes imposed on such recipient, in each case, as a result of any present or former connection between such recipient and the taxing jurisdiction (other than a connection arising as a result of this Fee Letter, the ABL Engagement Letter and/or any of the transactions contemplated thereunder), (b) any U.S. federal withholding tax imposed on amounts payable to or for the account of such recipient pursuant to applicable law in effect on the date hereof, (c) any tax resulting from the failure of such recipient to provide any documentation that such recipient is legally eligible to provide, (d) any U.S. federal withholding tax imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, as of the date hereof (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with) or any Treasury Regulations, other official administrative guidance or intergovernmental agreements implementing such Sections and (e) any interest, additions to tax or penalties in respect of any tax described in clauses (a) through (d) above. Prior to the payment of any fees to Barclays hereunder, Barclays shall provide you with a validly completed and duly executed applicable Internal Revenue Service Form W-8 establishing that Barclays is entitled to a complete exemption from U.S. federal withholding tax with respect to such fees. All fees shall be fully earned upon becoming due and payable in accordance with the terms hereof and shall be in addition to any other fees, costs and expenses payable pursuant to the ABL Loan Documents. Once paid, all fees will be nonrefundable under all circumstances (except as expressly provided herein with respect to rebate of the annual administrative agent fee for any partial period) and will not be subject to any counterclaim, setoff or other impairment or right of rescission or turnover. Barclays, at its sole discretion, may allocate, in whole or in part, to its affiliates any fees payable to it for its own account hereunder. To the extent the Closing Date does not occur, no fees shall be payable under this Section 1.

2. Expenses.

To induce Barclays to enter into the ABL Engagement Letter and to proceed with the marketing, negotiating, syndication and documentation of the ABL Facility, you also agree to reimburse us from time to time, upon demand, for all reasonable and documented or invoiced out-of-pocket costs and expenses, including, but not limited to, expenses of Barclays's due diligence investigation, consultants' fees (including the reasonable and documented fees, disbursements and other charges of (x) an inventory appraisal consultant, (y) a field exam consultant and (z) any other consultant retained by Barclays with your consent (such consent not to be unreasonably withheld or delayed), provided that no more than one inventory appraisal and field exam may be conducted in connection with the syndication of the ABL Facility without your consent), syndication expenses, travel expenses, any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in the ABL Engagement Letter, the overnight cost of providing funds for the provision of the ABL Facility if the Closing Date does not occur on the date specified by the Borrower as the Closing Date, and reasonable fees, disbursements and other charges of a single firm of counsel to Barclays and, if necessary, in the case of legal fees, limited exclusively to the legal fees of a single firm of local counsel to Barclays in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) and of such other counsel retained with your consent (such consent not to be unreasonably withheld or delayed)), the preparation, negotiation and enforcement of the ABL Engagement Letter and this Fee Letter, the marketing, negotiating and syndication of the ABL Facility and the preparation of the ABL Loan Documents and any security arrangements in connection therewith, whether or not the Transactions are consummated, the Closing Date occurs or any ABL Loan Documents are executed and delivered or any extensions of credit are made under the ABL Facility. The foregoing provisions in this paragraph shall be superseded, in each case, to the extent covered thereby, by

the applicable provisions contained in the ABL Loan Documents upon the effectiveness thereof and thereafter shall have no further force and effect.

You agree that any obligations owed to Barclays under this Fee Letter, including those related to the expense reimbursement set forth in this Section 2, are administrative expenses under section 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), are reasonable and necessary under the circumstances, and will benefit the Debtors in the Bankruptcy Cases and their bankruptcy estates.

3. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction; Surviving Provisions

ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS FEE LETTER OR THE ABL ENGAGEMENT LETTER IS HEREBY IRREVOCABLY WAIVED BY THE PARTIES HERETO. THIS FEE LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. Each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court or, if the Bankruptcy Court abstains from exercising jurisdiction, (a) the Supreme Court of the State of New York, New York County and (b) the United States District Court for the Southern District of New York, located in the Borough of Manhattan, and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this Fee Letter, the ABL Engagement Letter or the Transactions or the performance of services contemplated hereunder or under the ABL Engagement Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim may be heard and determined in such New York State court or such Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this Fee Letter, the ABL Engagement Letter or the Transactions or the performance of services contemplated hereunder or under the ABL Engagement Letter in any such New York State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court.

This Fee Letter is entered into for your benefit only and no other person or entity (other than the Lenders) may rely hereon. This Fee Letter may not be assigned by any party hereto without the prior written consent of the parties hereto and any attempted assignment without such consent shall be null and void.

Except as set forth herein or therein, the provisions of Section 2 and this Section 3 of this Fee Letter will survive any termination or completion of the arrangements contemplated by the ABL Engagement Letter, this Fee Letter and the Transactions, including, without limitation, whether or not the ABL Loan Documents are executed and delivered and whether or not the ABL Facility is made available or any loans under the ABL Facility are disbursed.

4. Miscellaneous

This Fee Letter may be executed in any number of counterparts, each of which when executed will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in or relating to this Fee Letter will be deemed to include electronic

signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Fee Letter and the ABL Engagement Letter are the only agreements that have been entered into among the parties hereto with respect to the ABL Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the ABL Facility. Those matters that are not covered or made clear in this Fee Letter or in the ABL Engagement Letter are subject to mutual agreement of the parties. This Fee Letter is in addition to the agreements of the parties set forth in the ABL Engagement Letter. No person has been authorized by Barclays to make any oral or written statements that are inconsistent with this Fee Letter or the ABL Engagement Letter.

You agree that you shall: (i) seek approval for the Debtors' entry into this Fee Letter, which will provide that all obligations under this Fee Letter will constitute administrative expenses under section 503(b) of the Bankruptcy Code, and performance thereunder within the order approving confirmation of the Plan; provided that the language authorizing such entry and performance shall be reasonably acceptable in form and substance to Barclays; and (ii) (A) include this Fee Letter in the Plan Supplement and, (B) in conjunction with the filing of the Plan Supplement, file a motion with the Bankruptcy Court to seal, under section 107(b) of the Bankruptcy Code, any fees payable under this Fee Letter, which motion and order approving said motion shall be reasonably acceptable in form and substance to Barclays.

You acknowledge and agree that this Fee Letter is not a commitment by Barclays to provide any financing or provide or purchase any loans in connection with the ABL Facility, which commitment, if any, will only be set forth in a separate commitment letter or other agreement.

You acknowledge that you are signing this Fee Letter and the Engagement Letter on behalf of yourself and each of the other Debtors.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to Barclays the enclosed copy of this Fee Letter.

[*The remainder of this page is intentionally left blank.*]

Very truly yours,

BARCLAYS BANK PLC

By: _____
Name:
Title:

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

LABL, INC.

By: _____
Name:
Title:

Exhibit B

Backstop Commitment Agreement

Certain documents, or portions thereof, contained or to be contained in this **Exhibit B** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

BACKSTOP COMMITMENT AGREEMENT

AMONG

LABELS BUYER, LLC,

EACH OF THE OTHER DEBTORS LISTED ON EXHIBIT A HERETO

AND

THE FINANCING PARTIES PARTY HERETO

Dated as of March [●], 2026

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Exhibit A Debtors

BACKSTOP COMMITMENT AGREEMENT

THIS BACKSTOP COMMITMENT AGREEMENT (this "Agreement"), dated as of March [●], 2026, is made by and among Labels Buyer, LLC (the "Company") and each of its affiliates listed on Exhibit A hereto (the Company and each such affiliate, a "Debtor" and, collectively, the "Debtors"), on the one hand, and each of the Financing Parties (as defined below), on the other hand. Each Debtor and each Financing Party is referred to herein, individually, as a "Party" and, collectively, as the "Parties". Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in Section 1.1 or, if not defined therein, shall have the meanings ascribed to such terms in the Restructuring Support Agreement (as defined below).

RECITALS

WHEREAS, the Debtors and the Financing Parties are party to a restructuring support agreement (including the prepackaged chapter 11 plan of reorganization attached as Exhibit A thereto (such exhibit, as may be amended, supplemented or otherwise modified from time to time, the "Plan") and the new preferred equity term sheet attached as Exhibit D thereto (the "Preferred Term Sheet")), dated as of January 25, 2026, by and among the Debtors and the other parties thereto (together with all other exhibits and schedules thereto, as may be amended, supplemented, or otherwise modified from time to time, the "Restructuring Support Agreement"), which provides for the restructuring of the Debtors' capital structure and financial obligations pursuant to the Plan to be filed in bankruptcy cases to be voluntarily commenced under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court," and such cases, the "Chapter 11 Cases"), implementing the terms and conditions of the Restructuring Transactions;

WHEREAS, to fund the Restructuring Transactions, the Restructuring Support Agreement and the Plan contemplates, among other things, (a) the consummation of a preferred equity rights offering, on terms and conditions set forth herein and in the Restructuring Support Agreement and the Plan, of the purchase of New Preferred Equity Interests (the "Subscription Rights Offering") pursuant to which the Debtors will raise an aggregate amount of $391,200,000 in New Preferred Equity Interests (the "New Preferred Equity Subscription Rights Amount") and (b) the consummation of an additional new money investment, on the terms and conditions set forth herein and in the Restructuring Support Agreement and the Plan, pursuant to which the Debtors or Reorganized Debtors will raise an aggregate amount of $97,800,000 in New Preferred Equity Interests (the "Direct Investment Preferred Equity Raise");

WHEREAS, each holder of an Allowed First Lien Secured Claim will receive its *pro rata* subscription rights (the "Subscription Rights") in the Subscription Rights Offering pursuant to the Plan and the Subscription Rights Procedures established in accordance with the terms set forth herein;

WHEREAS, subject to the terms and conditions contained in this Agreement, the Restructuring Support Agreement and the Plan, to ensure that the Subscription Rights Offering is fully subscribed for, the Financing Parties listed on Schedule 1 hereto (in such capacity, collectively, the "Backstop Parties" and each, a "Backstop Party") have agreed to provide Subscription Rights Backstop Commitments, pursuant to which each Backstop Party has committed, severally and not jointly, to (a) fully and timely exercise such Backstop Party's Subscription Rights and (b) fully backstop the Subscription Rights Offering through such Backstop Party's commitment to purchase such Backstop Party's Backstop Percentage of any New Preferred Equity Interests not subscribed for by Subscription Rights Offering Participants that are not Backstop Parties (such unsubscribed New Preferred Equity Interests, the "Unsubscribed Preferred Equity Interests"), in each case on the terms and subject to the conditions set forth herein;

WHEREAS, subject to the terms and conditions contained in this Agreement, the Restructuring Support Agreement and the Plan, to ensure that the Debtors and Reorganized Debtors are adequately capitalized at the Closing, the Backstop Parties (collectively in their capacities as such, the "Direct Investment Investors" and each, a "Direct Investment Investor") have agreed to provide Direct Investment Commitments, pursuant to which each Direct Investment Investor has committed, severally and not jointly, to purchase New Preferred Equity Interests pursuant to the Direct Investment Preferred Equity Raise in an amount equal to such Direct Investment Investor's Direct Investment Commitment Amount, being such Direct Investment Investor's Backstop Percentage of the aggregate Direct Investment Preferred Equity Raise, in each case on the terms and subject to the conditions set forth herein;

WHEREAS, the Restructuring Support Agreement and the Plan provide that each holder of an Allowed First Lien Secured Claim will receive its *pro rata* share of the First Lien New Debt Allocation (each such holder's *pro rata* share, such holder's "New Debt Allocation"); provided, that, in lieu of receiving such New Debt Allocation, each holder of an Allowed First Lien Secured Claim may elect (any such holder that makes such an election, a "New Debt Cash-Out Elector"), on the terms and conditions set forth in the Plan, to receive an amount of cash equal to 80% of the principal amount of such holder's New Debt Allocation;

WHEREAS, subject to the terms and conditions contained in this Agreement, the Restructuring Support Agreement and the Plan, to ensure that the Debtors and Reorganized Debtors have sufficient funds to acquire the Cash-Out Election New Debt, each Financing Party listed on Schedule 2 hereto (collectively in their capacities as such, the "New Debt Cash-Out Lenders" and each, a "New Debt Cash-Out Lender") has committed, severally and not jointly, to fund to the Debtors an amount of cash equal to such New Debt Cash-Out Lender's New Debt Cash-Out Percentage of 80% of the aggregate principal amount of Cash-Out Election New Debt (the "Cash-Out Election Commitment Amount");

WHEREAS, as consideration for the Subscription Rights Backstop Commitments and the Direct Investment Commitments, the Debtors have agreed to provide the Financing Parties with the New Preferred Equity Financing Commitment Premium on the terms and conditions set forth in this Agreement, the Restructuring Support Agreement and the Plan; and

WHEREAS, as consideration for the New Debt Cash-Out Commitments, the Debtors have agreed to provide the Financing Parties with the New Debt Cash-Out Commitment Premium on the terms and conditions set forth in this Agreement, the Restructuring Support Agreement and the Plan.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement (including any Exhibits and Schedules hereto), the following terms shall have the respective meanings specified therefor below or in the Restructuring Support Agreement:

"ABL Facility" has the meaning set forth in the Plan.

"ABL Facility Documents" has the meaning set forth in the Plan.

"Account Funding Date" has the meaning set forth in Section 2.4(b).

"ACT" has the meaning set forth in Section 6.12.

"Action" means any action, claim, cross-claim, counterclaim, complaint, charge, demand, examination, mediation, audit, hearing, investigation, litigation, suit, arbitration or other proceeding, in each case, whether legal, administrative or arbitral, by or before any Governmental Entity.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made; provided that for purposes of this Agreement, no Backstop Party or Professional Practice Entity shall be deemed an Affiliate of the Company or any other Debtor.

"Agreement" has the meaning set forth in the Preamble.

"Allowed" has the meaning set forth in the Plan.

"Alternative Restructuring Proposal" has the meaning set forth in the Restructuring Support Agreement.

"Anti-Corruption Laws" has the meaning set forth in Section 4.21.

"Antitrust Authorities" means the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Entity, whether domestic or foreign, having jurisdiction pursuant to the Antitrust Laws, and "Antitrust Authority" means any of them.

"Antitrust Laws" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and any other Law, whether domestic or foreign, governing agreements in restraint of trade, monopolization, pre-merger notification, the lessening of competition through merger or acquisition or anti-competitive conduct, and any foreign investment laws.

"Applicable Consent" has the meaning set forth in Section 4.7.

"Available Preferred Interests" means, (a) in the case of a Backstop Party that is not a Defaulting Backstop Party, the New Preferred Equity Interests that the Defaulting Backstop Parties fail to purchase, in the aggregate, as a result of one or more Backstop Party Defaults by such Defaulting Backstop Parties and (b) in the case of a Direct Investment Investor that is not a Defaulting Direct Investment Investor, the New Preferred Equity Interests that the Defaulting Direct Investment Investors fail to purchase, in the aggregate, as a result of one or more Direct Investment Investor Defaults by such Defaulting Direct Investment Investors.

"Available Debt" means, in the case of a New Debt Cash-Out Lender that is not a Defaulting New Debt Cash-Out Lender, the aggregate principal amount of New Debt that the Defaulting New Debt Cash-Out Lenders would have received from the Debtors but for one or more New Debt Cash-Out Lender Default by such Defaulting New Debt Cash-Out Lenders.

"Backstop Amount" has the meaning set forth in Section 2.4(a).

"Backstop Parties" has the meaning set forth in the Recitals.

"Backstop Party Default" means the failure by any Backstop Party to deliver and pay such Backstop Party's (a) Subscription Rights Offering Subscription Amount and/or (b) Backstop Amount, in each case, by the Account Funding Date in accordance with this Agreement.

"Backstop Party Replacement" has the meaning set forth in Section 2.3(a).

"Backstop Party Replacement Period" has the meaning set forth in Section 2.3(a).

"Backstop Percentage" means, with respect to any Backstop Party, such Backstop Party's percentage of the Subscription Rights Backstop Commitment as set forth opposite such Backstop Party's name under the column titled "Backstop Percentage" on Schedule 1. Any reference to "Backstop Percentage" in this Agreement means the Backstop Percentage in effect at the time of the relevant determination.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

"BCA Approval Order" means the Order of the Bankruptcy Court that is not stayed (under Bankruptcy Rule 6004(h) or otherwise) that, among other things, (a) authorizes the Company (on behalf of itself and the other Debtors) to perform under this Agreement, including all Exhibits and other attachments, pursuant to section 365 of the Bankruptcy Code and (b) provides that the Financing Commitment Premium, Expense Reimbursement, and the indemnification provisions contained herein shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in this Agreement without further Order of the Bankruptcy Court.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday, as defined in Bankruptcy Rule 9006(a).

"Cash-Out Election New Debt" means the principal amount of New Debt with respect to which a New Debt Cash-Out Elector makes a New Debt Cash-Out Election.

"Cash-Out Funding Account" has the meaning set forth in Section 2.4(a)(v).

"Cash-Out Funding Amount" has the meaning set forth in Section 2.4(a)(iv).

"Chapter 11 Cases" has the meaning set forth in the Recitals.

"Closing" has the meaning set forth in Section 2.6(a).

"Closing Date" has the meaning set forth in Section 2.6(a).

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

"Company" has the meaning set forth in the Preamble, and for the avoidance of doubt, shall also include any different corporate form or Person other than the Company pursuant to the terms and

conditions in Section 2.10 and that will directly or indirectly own all of the assets of the Company and be the issuer of New Preferred Equity Interests on the Effective Date (upon consummation of the Plan).

"Company Disclosure Schedules" means the disclosure schedules delivered by the Company to the Financing Parties on the date of this Agreement.

"Company Organizational Documents" means collectively, the organizational documents of the Company, and the other Debtors, or, if applicable, Reorganized Debtors, including any certificate of formation or incorporation, applicable charter, articles of incorporation, limited liability company agreement, bylaws or any similar documents.

"Confidentiality Agreement" has the meaning set forth in the Restructuring Support Agreement.

"Confirmation Order" means the confirmation order with respect to the Plan.

"Consenting First Lien Lenders" has the meaning set forth in the Restructuring Support Agreement.

"Contract" means any legally binding agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, lease, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral, but excluding the Plan.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or agency or otherwise. "Controlled" has a correlative meaning.

"Debtors" has the meaning set forth in the Recitals.

"Defaulting Backstop Party" means, in respect of a Backstop Party Default that is continuing, the applicable defaulting Backstop Party.

"Defaulting Direct Investment Investor" means, in respect of a Direct Investment Investor Default that is continuing, the applicable Direct Investment Investor.

"Defaulting Financing Party" means any Backstop Party that is a Defaulting Backstop Party or any Direct Investment Investor that is a Defaulting Direct Investment Investor.

"Defaulting New Debt Cash-Out Lender" means, in respect of a New Debt Cash-Out Lender Default that is continuing, the applicable New Debt Cash-Out Lender.

"Definitive Documents" has the meaning set forth in the Restructuring Support Agreement.

"DIP Claim" has the meaning set forth in the Plan.

"DIP Credit Agreement" has the meaning set forth in the Plan.

"DIP Documents" has the meaning set forth in the Plan.

"DIP Facility" has the meaning set forth in the Plan.

"DIP Financing Party" has the meaning set forth in Section 2.5.

"DIP Lender" has the meaning set forth in the Plan.

"DIP Orders" has the meaning set forth in the Plan.

"Direct Investment Commitment" means, with respect to each Direct Investment Investor, such Direct Investment Investor's several (and not joint) obligation to purchase from the Company, on the Closing Date, the number of New Preferred Equity Interests equal to such Direct Investment Investor's Direct Investment Commitment Amount divided by the Per Preferred Interest Purchase Price, pursuant to the Direct Investment Preferred Equity Raise.

"Direct Investment Commitment Amount" means, with respect to each Direct Investment Investor, the dollar amount equal to (a) such Direct Investment Investor's Backstop Percentage, multiplied by (b) the aggregate dollar amount to be raised pursuant to the Direct Investment Preferred Equity Raise.

"Direct Investment Investor Default" means the failure by any Direct Investment Investor to deliver and pay such Direct Investment Investor's Direct Investment Commitment Amount by the Account Funding Date in accordance with this Agreement.

"Direct Investment Investor Replacement" has the meaning set forth in Section 2.3(b).

"Direct Investment Investor Replacement Period" has the meaning set forth in Section 2.3(b).

"Direct Investment Investors" has the meaning set forth in the Recitals.

"Direct Investment Preferred Equity Raise" has the meaning set forth in the Recitals.

"Disclosure Statement" has the meaning set forth in the Plan.

"Disclosure Statement Order" has the meaning set forth in the Plan.

"Effective Date" has the meaning set forth in the Plan.

"Environmental Laws" means all applicable Laws, Orders, decrees, treaties, directives, judgments or legally binding agreements promulgated or entered into by or with any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material.

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any of the Debtors, is, or at any relevant time during the past six years was, treated as a single employer under any provision of section 414 of the Code.

"Event" means any event, development, occurrence, circumstance, effect, condition, result, state of facts or change.

"Existing Backstop Party Purchaser" has the meaning set forth in Section 2.8(a).

"Existing Direct Investment Investor Purchaser" has the meaning set forth in Section 2.8(a).

"Expense Reimbursement" has the meaning set forth in Section 3.3(a).

"Filing Party" has the meaning set forth in Section 6.13(b).

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

"Financial Reports" has the meaning set forth in Section 6.5.

"Financial Statements" has the meaning set forth in Section 4.9.

"Financing Commitment Premium" has the meaning set forth in Section 3.1(b).

"Financing Party" or "Financing Parties" means, collectively, (a) each Backstop Party(ies), (b) each Direct Investment Investor(s) and (c) each New Debt Cash-Out Lender(s), in each case subject to the replacement of such parties in the event of a Backstop Party Default, Direct Investment Investor Default or New Debt Cash-Out Lender Default, as applicable, in accordance with the terms of this Agreement.

"Financing Party Default" means any Backstop Party Default or Direct Investment Investor Default, as applicable.

"First Lien New Debt Allocation" has the meaning set forth in the Plan.

"First Lien Secured Claim" has the meaning set forth in the Plan.

"Funding Amount" means, with respect to each Financing Party, (a) if such Financing Party is a Backstop Party: (i) such Backstop Party's Subscription Rights Offering Subscription Amount, (ii) such Backstop Party's Backstop Amount; (b) if such Financing Party is a Direct Investment Investor, such Direct Investment Investor's Direct Investment Commitment Amount; and (c) if such Financing Party is a New Debt Cash-Out Lender, such New Debt Cash-Out Lender's New Debt Cash-Out Commitment. For the avoidance of doubt, if a Financing Party is a Backstop Party, a Direct Investment Investor and a New Debt Cash-Out Lender, or combination of the foregoing, such Financing Party's Funding Amount shall include the amounts in each of clauses (a), (b) and (c), or the applicable combination thereof.

"Funding Notice" has the meaning set forth in Section 2.4(a).

"GAAP" means United States generally accepted accounting principles.

"Governance Term Sheet" means the governance term sheet attached as Exhibit E to the Restructuring Support Agreement.

"Governmental Entity" means any non-U.S. or U.S. federal, state or local government or subdivision thereof, or legislative, judicial, executive, administrative or regulatory body or other governmental or quasi-governmental entity with competent jurisdiction, including the Bankruptcy Court.

"Hazardous Materials" means all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including explosive or radioactive substances or petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls or radon gas, subject to regulation pursuant to or which can give rise to liability under any Environmental Law.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), as amended by the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5) and the regulations promulgated thereunder.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time.

"Indemnified Claim" has the meaning set forth in Section 8.2.

"Indemnified Person" has the meaning set forth in Section 8.1.

"Indemnifying Party" and "Indemnifying Parties" have the meanings set forth in Section 8.1.

"Information Privacy and Security Laws" means all Laws applicable to the business concerning the privacy or security of Personal Information, and all regulations promulgated by any Governmental Entity thereunder, including HIPAA, the Telephone Consumer Protection Act, section 5 of the Federal Trade Commission Act as it applies to the receipt, access, use, disclosure, and security of Personal Information, the CAN-SPAM Act, Children's Online Privacy Protection Act, PCI DSS, Part 500 of Title 23 of the New York Codes, Rules and Regulations, Article 27-F of the New York Public Health Law, Article 39-F of the New York General Business Law, state data breach notification Laws, state data security Laws, state social security number protection Laws, state consumer protection Laws, and any applicable Laws concerning requirements for website and mobile application privacy policies and practices, or any outbound communications (including e-mail marketing, telemarketing and text messaging), tracking and marketing.

"Intellectual Property Rights" has the meaning set forth in Section 4.13.

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Company" means to the actual knowledge, after reasonable inquiry of chief executive officer, chief financial officer, general counsel, and chief restructuring officer of the Company.

"LABL" means LABL, Inc.

"Law" means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

"Legal Proceedings" has the meaning set forth in Section 4.12.

"Legend" has the meaning set forth in Section 6.12.

"Lien" means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, conditional sale or other title retention agreement, defect in title, lien or judicial lien as defined in sections 101(36) and (37) of the Bankruptcy Code or other restrictions of a similar kind.

"Losses" has the meaning set forth in Section 8.1.

"Material Adverse Effect" means any Event that, individually or in the aggregate (taking into account all other such Events), has had or would reasonably be expected to have a material adverse effect on (a) the ability of Debtors, taken as a whole, to consummate the transactions contemplated by this Agreement or the Restructuring Support Agreement or (b) the business, assets, liabilities, finances, properties, results of operations or financial condition of the Debtors, taken as a whole; provided, however, that, with respect to this clause (b), no Event to the extent arising out of or in connection with or resulting from any of the following shall be deemed by itself or by themselves, to constitute a Material Adverse Effect:

(i) changes affecting any or all of the industries in which the Debtors operate;

(ii) general political, economic or business conditions or changes therein (including the commencement, continuation, escalation or worsening of a war, armed hostilities or other international or national calamity or acts of terrorism);

(iii) general business, financial, economic or capital market conditions, including interest rates or currency exchange rates, or changes therein, including any change in the United States or applicable foreign economies or securities, commodities or financial markets, changes in interest rates or exchange rates, tariffs, quotas or other trade restrictions or barriers;

(iv) any epidemic, pandemic, disease outbreak, earthquake, hurricane or other natural disaster, declarations of natural emergencies, weather-related event or act of god;

(v) any changes in applicable Law, rules, regulations, or GAAP or other accounting standards, or authoritative interpretations thereof, after the date hereof;

(vi) the execution, existence, pendency, consummation or announcement, of this Agreement or the other Definitive Documents or the transactions contemplated hereby and thereby (including any act or omission of the Company or its Subsidiaries expressly required or prohibited, as applicable, by the Restructuring Support Agreement or this Agreement);

(vii) the departure of officers or directors of any of the Company or its Subsidiaries not in contravention of the terms and conditions of this Agreement (but not the underlying facts giving rise to such departure unless such facts are otherwise excluded pursuant to the clauses contained in this definition);

(viii) the commencement or pendency of the Chapter 11 Cases pursuant to the Bankruptcy Code or any Order of the Bankruptcy Code (which Order is consistent with this Agreement and the Restructuring Support Agreement);

(ix) the occurrence of any Backstop Party Default or Direct Investment Investor Default;

(x) any Action expressly required pursuant to the terms of this Agreement; and

(xi) any failure of the Debtors or the business to meet any internal or public projections or forecasts, estimates or predictions of revenues, earnings or other financial, accounting or reporting results or condition for any period, whether such projections, forecasts, estimates or predictions were made by the Company or any of its Affiliates or by independent third parties (it being understood that this clause (xi) shall not exclude any Event giving rise to such failure to the extent any such Event is not otherwise excluded from this definition of Material Adverse Effect).

provided, further, that any Event resulting from the matters described in any of clauses (i), (ii), (iii), (iv) or (v), may nonetheless be taken into account in determining whether a "Material Adverse Effect" has occurred or would reasonably be expected to occur to the extent such Event has had or would reasonably be expected to have a disproportionate adverse impact on the Debtors, taken as a whole, as compared to other Persons similarly situated in the industries in which the Debtors operate.

"Moelis Engagement Letter" means that certain letter agreement, dated as of January [●], 2026, by and among Latham & Watkins LLP, CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., the Company (as defined therein), and Moelis & Company LLC.

"Money Laundering Laws" means all applicable Laws, rules, or regulations relating to terrorism, financial crime or money laundering, including without limitation the United States Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, the United States Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 and 1957), the Anti-Money Laundering Act of 2020, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended including pursuant to the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, Proceeds of Crime Act 2002, as amended and the rules and regulations (including those issued by any governmental or regulatory authority) thereunder.

"Multiemployer Plan" means a multiemployer plan as defined in section 4001(a)(3) of ERISA to which any of the Debtors or any ERISA Affiliate is making or accruing an obligation to make contributions, has within any of the preceding six plan years made or accrued an obligation to make contributions, or each such plan with respect to which any such entity has any actual or contingent liability or obligation.

"New ABL Facility" has the meaning set forth in the Plan.

"New Debt" means, collectively, the New Term Loans and New Notes.

"New Debt Allocation" has the meaning set forth in the Recitals.

"New Debt Cash-Out Commitment" means, with respect to each New Debt Cash-Out Lender, such New Debt Cash-Out Lender's several (and not joint) obligations to fund to the Debtors an amount of cash equal to such New Debt Cash-Out Lender's New Debt Cash-Out Percentage of the Cash-Out Election Commitment Amount.

"New Debt Cash-Out Commitment Premium" has the meaning set forth in Section 3.1(b).

"New Debt Cash-Out Commitment Premium Debt" means, with respect to each Backstop Party, a principal amount of New Debt equal to such Backstop Party's relative portion of the aggregate New Debt Cash-Out Commitment Premium set forth on Schedule 4 hereto.

"New Debt Cash-Out Election" means the election mechanism provided to each holder of Allowed First Lien Secured Claims permitting each such holder to elect, on the terms and conditions set forth in the Plan, to receive an amount of cash equal to 80% of the principal amount of such holder's New Debt Allocation in lieu of such holder's New Debt Allocation.

"New Debt Cash-Out Election Expiration Time" means the time and the date on which the forms to make a New Debt Cash-Out Election must be duly delivered to the Debtors in accordance with the Plan.

"New Debt Cash-Out Elector" has the meaning set forth in the Recitals.

"New Debt Cash-Out Lender" has the meaning set forth in the Recitals.

"New Debt Cash-Out Lender Default" means the failure by any New Debt Cash-Out Lender to deliver and fund such New Debt Cash-Out Lender's New Debt Cash-Out Commitment by the Closing Date in accordance with this Agreement.

"New Debt Cash-Out Lender Replacement" has the meaning set forth in Section 2.3(c).

"New Debt Cash-Out Lender Replacement Period" has the meaning set forth in Section 2.3(c).

"New Debt Cash-Out Percentage" means, with respect to any New Debt Cash-Out Lender, such New Debt Cash-Out Lender's percentage of the New Debt Cash-Out Commitment as set forth opposite such New Debt Cash-Out Lender's name under the column titled "New Debt Cash-Out Percentage" on Schedule 1. Any reference to "New Debt Cash-Out Percentage" in this Agreement means the New Debt Cash-Out Percentage in effect at the time of the relevant determination.

"New Governance Documents" has the meaning set forth in the Plan.

"New Notes" means the new secured notes issued by certain of the Reorganized Debtors pursuant to the New Notes Indenture.

"New Notes Indenture" means that certain note purchase agreement or indenture memorializing the New Notes.

"New Preferred Equity Aggregate Commitment Amount" means an amount equal to $489,000,000.

"New Preferred Equity Financing Commitment Premium" has the meaning set forth in Section 3.1(a).

"New Preferred Equity Financing Commitment Premium Preferred Interests" means, with respect to each Financing Party, the number of New Preferred Equity Interests equal to the quotient obtained by dividing (a) such Financing Party's relative portion of the aggregate New Preferred Equity Financing Commitment Premium by (b) the Per Preferred Interest Purchase Price (rounding down to the nearest whole number solely to avoid fractional New Preferred Equity Interests).

"New Preferred Equity Interests" means the new preferred equity interests of the Company to be issued pursuant to the Plan, having the rights, preferences and privileges set forth in the Company Organizational Documents, including those to be issued and sold, as applicable (a) pursuant to the Subscription Rights Offering (whether subscribed for by the Subscription Rights Offering Participants or purchased by the Backstop Parties in respect of Unsubscribed Preferred Equity Interests), (b) pursuant to the Direct Investment Preferred Equity Raise and (c) on account of the New Preferred Equity Financing Commitment Premium.

"New Preferred Equity Funding Amount" has the meaning set forth in Section 2.4(a)(iii).

"New Preferred Equity Investment" has the meaning set forth in the Plan.

"New Preferred Equity Participation Premium" has the meaning set forth in the Plan.

"New Preferred Equity Subscription Account" has the meaning set forth in Section 2.4(a)(v).

"New Preferred Equity Subscription Rights Amount" has the meaning set forth in the Recitals.

"New Term Loan Facility" means the new senior secured term loan facility entered into by certain of the Reorganized Debtors on the Effective Date in accordance with the Plan.

"New Term Loans" means the loans to be made pursuant to the New Term Loan Facility.

"Order" means any judgment, order, award, injunction, writ or decree of any Governmental Entity or arbitrator of applicable jurisdiction.

"Outside Date" has the meaning set forth in Section 9.3(c).

"Party" and "Parties" have the meanings set forth in the Preamble.

"PCI DSS" means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, as may be revised from time to time.

"Per Preferred Interest Purchase Price" means a price per New Preferred Equity Interest equal to the Initial Stated Value (as defined in the Preferred Term Sheet).

"Permits" has the meaning set forth in Section 4.16.

"Person" means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

"Personal Information" means any information that (a) identifies or relates to a natural person including information that alone or in combination with other information held by the Debtors can be used to identify, contact or precisely locate a natural person or can be linked to a natural person; (b) any information that is governed, regulated or protected by one or more Information Privacy and Security Laws; (c) any information that the Debtors receive from or on behalf of a customer of the Debtors or (d) any information that is covered by the PCI DSS.

"Petition Date" has the meaning set forth in the Restructuring Support Agreement.

"Plan" has the meaning set forth in the Recitals.

"Plan Sponsor Equity Investment" has the meaning set forth in the Plan.

"Plan Sponsor Equity Purchase Agreement" has the meaning set forth in the Plan.

"Pre-Closing Period" has the meaning set forth in Section 6.3.

"Professional Practice Entity" means any professional entity, regardless of structure, that is not a majority or wholly-owned subsidiary of any Debtor and has a Contract for management or professional services with any Debtor.

"Qualifying Consenting Stakeholder Termination Event" means a Termination Event with respect to Sections 9.3(a), 9.3(c), 9.3(d) (but solely with respect to material breaches by the Company or the other Debtors that are supported by each of the Company Parties' independent directors), 9.3(e), 9.3(f), or 9.3(g) of this Agreement and any other Termination Event which would constitute, or for which the facts and circumstances giving rise to such Termination Event would constitute, a Qualifying Consenting Stakeholder Termination Event (as defined in the Restructuring Support Agreement).

"Real Property" means, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any of the Debtors, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures incidental to the ownership or lease thereof.

"Regulation S" has the meaning set forth in Section 5.8.

"Related Fund" means any investment funds, accounts, vehicles or other entity that is administered, managed or advised by a Financing Party, it Affiliates, or any entity or Affiliate of such entity that administers, advises or manages such Financing Party.

"Related Party" has the meaning set forth in the Restructuring Support Agreement.

"Related Purchaser" means, with respect to any Financing Party, any Affiliate or Related Fund of such Financing Party.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating. "Released" has a correlative meaning.

"Reorganized Debtors" means the Company and its direct and indirect subsidiaries that are Debtors in the Chapter 11 Cases, on and after the Effective Date.

"Replacing Backstop Parties" has the meaning set forth in Section 2.3(a).

"Replacing Direct Investment Investors" has the meaning set forth in Section 2.3(b).

"Replacing New Debt Cash-Out Lenders" has the meaning set forth in Section 2.3(c).

"Representatives" means, with respect to any Person, such Person's directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

"Requisite Financing Parties" means, as of the relevant date, Financing Parties holding at least 66.67% of the aggregate dollar amount of (a) all Subscription Rights Backstop Commitments, plus (b) all Direct Investment Commitments, plus (c) all New Debt Cash-Out Commitments.

"Restricted Securities" has the meaning set forth in Section 5.11(a).

"Restructuring Support Agreement" has the meaning set forth in the Recitals.

"Restructuring Transactions" means, collectively, the transactions contemplated by the Restructuring Support Agreement and the Plan.

"Restructuring Transactions Memorandum" has the meaning set forth in the Plan.

"Rule 144A" has the meaning set forth in Section 5.8.

"Secured Ad Hoc Group" has the meaning set forth in the Restructuring Support Agreement.

"Secured Ad Hoc Group Advisors" has the meaning set forth in the Restructuring Support Agreement.

"Securities Act" means the Securities Act of 1933, as amended.

"Software" means (a) computer programs, including software implementation of algorithms, models and methodologies, database software, firmware, operating systems, application programming interfaces, mobile digital applications and specifications and (b) documentation, including programmer notes, user manuals and training materials, relating to such computer programs.

"Sponsor" has the meaning set forth in the Restructuring Support Agreement.

"Subscription Rights" has the meaning set forth in the Recitals.

"Subscription Rights Backstop Commitment" means, with respect to each Backstop Party, (a) such Backstop Party's agreement pursuant to this Agreement to exercise all Subscription Rights that are issued to it (or its Related Purchaser) pursuant to the Subscription Rights Offering, being subscription rights for New Preferred Equity Interests in a dollar amount equal to such Backstop Party's Subscription Rights Offering Subscription Amount, and duly purchase on the Closing Date all New Preferred Equity Interests issuable pursuant to such exercise at the Per Preferred Interest Purchase Price, in accordance with the Subscription Rights Procedures and the Plan and (b) such Backstop Party's several (and not joint) obligations to purchase from the Company, on the Closing Date, the number of Unsubscribed Preferred Equity Interests equal to such Backstop Party's Backstop Amount divided by the Per Preferred Interest Purchase Price.

"Subscription Rights Expiration Time" means the time and the date on which the Subscription Rights Offering subscription forms must be duly delivered to the Subscription Rights Offering Subscription Agent, together with the applicable aggregate Per Preferred Interest Purchase Price, if applicable, in accordance with the Subscription Rights Procedures.

"Subscription Rights Offering Participant" means those Persons who duly subscribe for New Preferred Equity Interests pursuant to and in accordance with the Subscription Rights Procedures.

"Subscription Rights Offering Subscription Agent" means Verita Global, LLC or another subscription agent appointed by the Company and satisfactory to the Requisite Financing Parties.

"Subscription Rights Offering Subscription Amount" means, with respect to each Subscription Rights Offering Participant, the dollar amount of such Subscription Rights Offering Participant's *pro rata* Subscription Rights, calculated as (a) an amount equal to the quotient of (i) such Subscription Rights Offering Participant's Allowed First Lien Secured Claims and (ii) the aggregate amount of Allowed First Lien Secured Claims, multiplied by (b) the New Preferred Equity Subscription Rights Amount, in each case as determined pursuant to the Plan and the Subscription Rights Procedures.

"Subscription Rights Procedures" means the procedures with respect to the New Preferred Equity Investment that are approved by the Bankruptcy Court pursuant to the Plan, which procedures shall be subject to the consent rights set forth in the Restructuring Support Agreement.

"Subsidiary" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body or (c) has the power to direct the business and policies.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement filed or required to be filed with any taxing authority relating to Taxes, including any amendment thereof.

"Taxes" means all taxes, assessments, duties, levies or other mandatory governmental charges paid to a Governmental Entity, including all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, assessments, duties, levies or other mandatory governmental charges in the nature of a tax paid to a Governmental Entity (whether payable directly or by withholding and whether or not requiring the filing of a return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest thereon.

"Termination Event" means any occurrence or circumstance that entitles a Party to terminate this Agreement in accordance with Article IX.

"Termination Payment" means an amount in cash equal to the Financing Commitment Premiums.

"Transaction Agreements" means this Agreement, the Plan, the Disclosure Statement, the Restructuring Support Agreement, and any documentation or agreements relating to the Subscription Rights Offering and such other agreements and any Plan supplements or documents referred to herein or therein.

"Transfer" means to sell, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions in which any Person receives the right to own or acquire any current or future interest in a Subscription Right, a Direct Investment Commitment, a Subscription Rights Backstop Commitment, a New Preferred Equity Interest, a New Debt Cash-Out Commitment or New Debt). "Transfer" used as a noun has a correlative meaning.

"Unsubscribed Preferred Equity Interests" has the meaning set forth in the Recitals.

"willful or intentional breach" has the meaning set forth in Section 9.5(a).

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) references in this Agreement to "writing" or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words "hereof", "herein", "hereto" and "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term "this Agreement" shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words;

(g) references to "day" or "days" are to calendar days;

(h) references to "the date hereof" means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to "dollars" or "$" refer to currency of the United States of America, unless otherwise expressly provided.

In the event of an inconsistency between the Restructuring Support Agreement and this Agreement with respect to consents and approvals, this Agreement shall control (except that Section 5.01(c) and Section 12.06 of the Restructuring Support Agreement shall control in the event of any inconsistency); provided that the foregoing shall not limit any additional consent, approval or consultation rights granted in the Restructuring Support Agreement, DIP Documents or the Plan.

ARTICLE II

BACKSTOP AND DIRECT INVESTMENT COMMITMENTS

Section 2.1 The Direct Investment Preferred Equity Raise, Subscription Rights Offering and New Debt Cash-Out Election.

(a) On and subject to the terms and conditions hereof, including entry of the BCA Approval Order and the Confirmation Order, the Company shall consummate the Direct Investment

Preferred Equity Raise pursuant to, and in accordance with, the Restructuring Support Agreement, the Plan and this Agreement, as applicable.

(b) On and subject to the terms and conditions hereof, including entry of the BCA Approval Order and the Confirmation Order, the Company shall conduct the Subscription Rights Offering pursuant to and in accordance with the Subscription Rights Procedures, the Restructuring Support Agreement, the Plan and this Agreement, as applicable.

(c) On and subject to the terms and conditions hereof, including entry of the BCA Approval Order and the Confirmation Order, the Company shall conduct the New Debt Cash-Out Election to and in accordance with the Restructuring Support Agreement, the Plan and this Agreement, as applicable.

(d) If requested by the Requisite Financing Parties from time to time prior to the Subscription Rights Expiration Time (and any permitted extensions thereto) and the New Debt Cash-Out Election Expiration Time (and any permitted extensions thereto), as applicable, the Company shall notify, or cause the Subscription Rights Offering Subscription Agent to notify (email being sufficient), promptly (and in any event within 48 hours of receipt of such request by the Company), the Financing Parties of (i) the aggregate number of Subscription Rights known by the Company or the Subscription Rights Offering Subscription Agent that have been exercised pursuant to the Subscription Rights Procedures and the Plan as of the most recent practicable time before such request and (ii) the aggregate amount of Cash-Out Election New Debt known by the Company as of the most recent practicable time before such request.

Section 2.2 The Direct Investment, Subscription Rights and New Debt Cash-Out Commitments.

(a) Direct Investment Commitments. On and subject to the terms and conditions hereof, each Direct Investment Investor hereby agrees, severally and not jointly, to purchase (or cause any of its Related Purchasers to purchase), and the Company hereby agrees to sell to such Direct Investment Investor (or such Direct Investment Investor's Related Purchaser), on the Closing Date, New Preferred Equity Interests pursuant to the Direct Investment Preferred Equity Raise in an amount equal to such Direct Investment Investor's Direct Investment Commitment Amount divided by the Per Preferred Interest Purchase Price (such New Preferred Equity Interests, the "Direct Investment Preferred Interests"), at the Per Preferred Interest Purchase Price, thereby satisfying such Direct Investment Investor's Direct Investment Commitment. The Direct Investment Preferred Interests shall be issued on the same economic terms and with the same rights and preferences as the New Preferred Equity Interests issued pursuant to the Subscription Rights Offering and the New Preferred Equity Interests issued on account of the New Preferred Equity Financing Commitment Premium; provided that any Defaulting Direct Investment Investor shall be liable to each Direct Investment Investor that is not a Defaulting Direct Investment Investor, and to the Company, as a result of any breach of its obligations hereunder.

(b) Subscription Rights Backstop Commitments. On and subject to the terms and conditions hereof, (i) each Backstop Party, severally and not jointly, hereby agrees to exercise (or cause any of its Related Purchasers to exercise) all Subscription Rights that are issued to it (or such Related Purchaser) pursuant to the Subscription Rights Offering in a dollar amount equal to its Subscription Rights Offering Subscription Amount, and to duly purchase on the Closing Date all New Preferred Equity Interests issuable to it (or such Related Purchaser) pursuant to the Subscription Rights Offering at the Per Preferred Interest Purchase Price pursuant to such exercise, in accordance with the Subscription Rights Procedures and the Plan; and (ii) each Backstop Party, severally and not jointly, hereby agrees to purchase, and the Company hereby agrees to sell to such Backstop Party (or such Backstop Party's Related Purchaser), on the Closing Date, the number of Unsubscribed Preferred Equity Interests equal to such

Backstop Party's Backstop Amount divided by the Per Preferred Interest Purchase Price; in each case, in satisfaction of such Backstop Party's Subscription Rights Backstop Commitment; provided that any Defaulting Backstop Party shall be liable to each Backstop Party that is not a Defaulting Backstop Party, and to the Company, as a result of any breach of its obligations hereunder.

(c) New Debt Cash-Out Commitments. On and subject to the terms and conditions hereof, each New Debt Cash-Out Lender, severally and not jointly, hereby agrees to provide and fund to the Debtors, on the Closing Date, an amount of cash equal to such New Debt Cash-Out Lender's New Debt Cash-Out Percentage of 80% of the aggregate principal amount of Cash-Out Election New Debt, in exchange for New Debt with an aggregate principal amount equal to such New Debt Cash-Out Lender's New Debt Cash-Out Percentage of the aggregate principal amount to Cash-Out Election New Debt; in each case, in satisfaction of such New Debt Cash-Out Lender's New Debt Cash-Out Commitment; provided that any Defaulting New Debt Cash-Out Lender shall be liable to each New Debt Cash-Out Lender that is not a Defaulting New Debt Cash-Out Lender, and to the Company (or other applicable Debtor), as a result of any breach of its obligations hereunder.

(d) Fixed Nature of Commitments. Subject to the terms and conditions of this Agreement, the Subscription Rights Backstop Commitments, Direct Investment Commitments and New Debt Cash-Out Commitments of each Financing Party shall be irrevocably fixed as of the date of this Agreement and shall not be increased, decreased, or otherwise adjusted as a result of any acquisition or disposition of Allowed First Lien Secured Claims or any other claims, interests, or obligations after such date, except as expressly provided in this Agreement. No later than five (5) Business Days prior to the Closing, each Backstop Party shall deliver written notice to the Company identifying any Allowed First Lien Secured Claims acquired by such Backstop Party after the date of this Agreement. Any such after-acquired Allowed First Lien Secured Claims shall be included solely for purposes (under this Agreement) of determining such Backstop Party's Subscription Rights Offering Subscription Amount and its *pro rata* allocation of Subscription Rights in the Subscription Rights pursuant to the Subscription Rights Procedures; provided, that such after-acquired Allowed First Lien Secured Claims shall not entitle such Backstop Party to any Financing Commitment Premiums, Expense Reimbursement, or any other consideration or economics under this Agreement with respect thereto.

Section 2.3 Financing Party Default.

(a) With respect to the Subscription Rights Offering, upon the occurrence of a Backstop Party Default, the Backstop Parties and their respective Related Purchasers (other than any Defaulting Backstop Party) shall have the right and opportunity (but not the obligation), within five (5) Business Days (which period may be extended by the Company in its sole discretion one time for a period of up to five (5) additional Business Days) after receipt of written notice from the Company to all Backstop Parties of such Backstop Party Default, which notice shall be given promptly following the occurrence of such Backstop Party Default (and no later than two (2) Business Days thereafter) and to all Backstop Parties substantially concurrently (such five (5) Business Day period, the "Backstop Party Replacement Period"), to make arrangements for one or more of the Backstop Parties and their respective Related Purchasers (other than the Defaulting Backstop Party) to purchase all or any portion of the Available Preferred Interests (such purchase, a "Backstop Party Replacement") on the terms and subject to the conditions set forth in this Agreement and in such amounts as may be agreed upon by all of the Backstop Parties electing to purchase all or any portion of the Available Preferred Interests (such Backstop Parties, the "Replacing Backstop Parties") or, if no such agreement is reached by the Replacing Backstop Parties, shall be *pro rata* based upon the relative applicable Backstop Percentages of the Replacing Backstop Parties and their respective Related Purchasers (other than any Defaulting Backstop Party). Any Available Preferred Interests purchased by a Replacing Backstop Party (and any commitment and applicable aggregate Per Preferred Interest Purchase Price associated therewith) shall be included, among other things, in the determination of

(x) the Unsubscribed Preferred Equity Interests of such Replacing Backstop Party for all purposes hereunder, (y) the Backstop Percentage of such Replacing Backstop Party for purposes of Section 2.3(e), Section 2.4(b), Section 3.1 and Section 3.2 and (z) the Subscription Rights Backstop Commitment of such Replacing Backstop Party for purposes of the definition of "Requisite Financing Parties." If a Backstop Party Default occurs, the Outside Date shall be delayed only to the extent necessary to allow for the Backstop Party Replacement to be completed within the Backstop Party Replacement Period. Each Backstop Party shall support an extension of the milestones under the Restructuring Support Agreement to the extent necessary to allow for the Backstop Party Replacement to be completed within the Backstop Party Replacement Period. For the avoidance of doubt, nothing in the foregoing shall be interpreted to obligate or require any Backstop Party to purchase any Available Preferred Interests in the event of a Backstop Party Default. Any allocation of Available Preferred Interests among Replacing Backstop Parties shall occur solely to the extent such Parties have voluntarily agreed to assume such interests.

(b) With respect to the Direct Investment Preferred Equity Raise, upon the occurrence of a Direct Investment Investor Default, the Direct Investment Investors and their respective Related Purchasers (other than any Defaulting Direct Investment Investor) shall have the right and opportunity (but not the obligation), within five (5) Business Days (which period may be extended by the Company in its sole discretion one time for a period of up to five (5) additional Business Days) after receipt of written notice from the Company to all Direct Investment Investors of such Direct Investment Investor Default, which notice shall be given promptly following the occurrence of such Direct Investment Investor Default (and no later than two (2) Business Days thereafter) and to all Direct Investment Investors substantially concurrently (such five (5) Business Day period, the "Direct Investment Investor Replacement Period"), to make arrangements for one or more of the Direct Investment Investors and their respective Related Purchasers (other than the Defaulting Direct Investment Investor) to purchase all or any portion of the Available Preferred Interests (such purchase, a "Direct Investment Investor Replacement") on the terms and subject to the conditions set forth in this Agreement and in such amounts as may be agreed upon by all of the Direct Investment Investors electing to purchase all or any portion of the Available Preferred Interests (such Direct Investment Investors, the "Replacing Direct Investment Investors") or, if no such agreement is reached by the Replacing Direct Investment Investors, shall be *pro rata* based upon the relative applicable Backstop Percentages of the Replacing Direct Investment Investors and their respective Related Purchasers (other than any Defaulting Direct Investment Investor). Any Available Preferred Interests purchased by a Replacing Direct Investment Investor (and any commitment and applicable aggregate Per Preferred Interest Purchase Price associated therewith) shall be included, among other things, in the determination of the Backstop Percentage of such Replacing Direct Investment Investor for purposes of this Agreement. If a Direct Investment Investor Default occurs, the Outside Date shall be delayed only to the extent necessary to allow for the Direct Investment Investor Replacement to be completed within the Direct Investment Investor Replacement Period. Each Backstop Party shall support an extension of the milestones under the Restructuring Support Agreement to the extent necessary to allow for the Direct Investment Investor Replacement to be completed within the Direct Investment Investor Replacement Period. For the avoidance of doubt, nothing in the foregoing shall be interpreted to obligate or require any Direct Investment Investor to purchase any Available Preferred Interests in the event of a Direct Investment Investor Default.

(c) With respect to the New Debt Cash-Out Election, upon the occurrence of a New Debt Cash-Out Lender Default, the New Debt Cash-Out Lenders and their respective Related Purchasers (other than any Defaulting New Debt Cash-Out Lender) shall have the right and opportunity (but not the obligation), within five (5) Business Days (which period may be extended by the Company in its sole discretion one time for a period of up to five (5) additional Business Days) after receipt of written notice from the Company to all New Debt Cash-Out Lenders of such New Debt Cash-Out Lender Default, which notice shall be given promptly following the occurrence of such New Debt Cash-Out Lender Default (and no later than two (2) Business Days thereafter) and to all New Debt Cash-Out Lenders substantially concurrently (such five (5) Business Day period, the "New Debt Cash-Out Lender Replacement Period"),

to make arrangements for one or more of the New Debt Cash-Out Lenders and their respective Related Purchasers (other than the Defaulting New Debt Cash-Out Lender) to acquire from the Debtors all or any portion of the Available Debt (such purchase, a "New Debt Cash-Out Lender Replacement") at a price equal to 80% of the aggregate principal amount of such Available Debt, on the other terms and subject to the conditions set forth in this Agreement, and in such amounts as may be agreed upon by all of the New Debt Cash-Out Lenders electing to acquire all or any portion of the Available Debt (such New Debt Cash-Out Lenders, the "Replacing New Debt Cash-Out Lenders") or, if no such agreement is reached by the Replacing New Debt Cash-Out Lenders, shall be *pro rata* based upon the relative applicable New Debt Cash-Out Percentages of the Replacing New Debt Cash-Out Lenders and their respective Related Purchasers (other than any Defaulting New Debt Cash-Out Lender). Any Available Debt acquired by a Replacing New Debt Cash-Out Lender shall be included, among other things, in the determination of the New Debt Cash-Out Percentage of such Replacing New Debt Cash-Out Lender for purposes of this Agreement. If a New Debt Cash-Out Lender Default occurs, the Outside Date shall be delayed only to the extent necessary to allow for the New Debt Cash-Out Lender Replacement to be completed within the New Debt Cash-Out Lender Replacement Period. Each Backstop Party shall support an extension of the milestones under the Restructuring Support Agreement to the extent necessary to allow for the New Debt Cash-Out Lender Replacement to be completed within the New Debt Cash-Out Lender Replacement Period. For the avoidance of doubt, nothing in the foregoing shall be interpreted to obligate or require any New Debt Cash-Out Lender to acquire any Available Debt in the event of a New Debt Cash-Out Lender Default.

(d) Notwithstanding anything in this Agreement to the contrary, if a Financing Party is a Defaulting Backstop Party, a Defaulting Direct Investment Investor or a Defaulting New Debt Cash-Out Lender, as applicable, it shall not be entitled to any of the Financing Commitment Premiums or Expense Reimbursement applicable to such Defaulting Backstop Party, Defaulting Direct Investment Investor or Defaulting New Debt Cash-Out Lender, as applicable (including the Expense Reimbursement), or indemnification provided, or to be provided, under or in connection with this Agreement.

(e) Nothing in this Agreement shall be deemed to require a Financing Party to purchase more than the New Preferred Equity Interests issuable pursuant to its Subscription Rights Offering Subscription Amount and the Backstop Amount, require a Direct Investment Investor to purchase more than the New Preferred Equity Interests issuable pursuant to its Direct Investment Commitment Amount or require a New Debt Cash-Out Lender to fund to the Debtors more than such New Debt Cash-Out Lender's Cash-Out Election Commitment Amount pursuant to the New Debt Cash-Out Commitment.

(f) For the avoidance of doubt, notwithstanding anything to the contrary set forth in Section 9.5(a) but subject to Section 10.10, no provision of this Agreement shall relieve any Defaulting Backstop Party, Defaulting Direct Investment Investor or Defaulting New Debt Cash-Out Lender from liability hereunder, or limit the availability of the remedies set forth in Section 10.9, in connection with such Defaulting Backstop Party's Backstop Party Default, such Defaulting Direct Investment Investor's Direct Investment Investor Default or such Defaulting New Debt Cash-Out Lender's New Debt Cash-Out Default, as applicable.

Section 2.4 Subscription Account Funding.

(a) Funding Notices. No later than the fourth (4^{th}) Business Day following the Subscription Rights Expiration Time, (1) the Subscription Rights Offering Subscription Agent shall, on behalf of the Company, deliver to each Backstop Party a written notice with respect to the Subscription Rights Offering and the Direct Investment Preferred Equity Raise, and (2) the Company shall deliver to each New Debt Cash-Out Lender a written notice with respect to the New Debt Cash-Out Election (each, a "Funding Notice"), which Funding Notices shall collectively setting forth:

(i) the total number of New Preferred Equity Interests elected to be purchased by all Subscription Rights Offering Participants (including, for avoidance of doubt, Backstop Parties) pursuant to the Subscription Rights and the corresponding aggregate Per Preferred Interest Purchase Price therefor;

(ii) the aggregate number of Unsubscribed Preferred Equity Interests, if any, and the aggregate Per Preferred Interest Purchase Price therefor (calculated as the aggregate number of Unsubscribed Preferred Equity Interests multiplied by the Per Preferred Interest Purchase Price);

(iii) the aggregate amount such Financing Party is required to fund into the New Preferred Equity Subscription Account (or directly to the Company, if applicable pursuant to Section 2.4(a)(iv) and Section 2.4(b)) with respect to such Financing Party's Subscription Rights Offering Subscription Amount and Direct Investment Commitment Amount (the "New Preferred Equity Funding Amount"), together with a breakdown of the components thereof as follows:

(A) if such Financing Party is a Backstop Party:

(1) such Backstop Party's Subscription Rights Offering Subscription Amount;

(2) such Backstop Party's Backstop Percentage;

(3) the aggregate number of New Preferred Equity Interests to be issued and sold by the Company to such Backstop Party (or its Related Purchaser) in an amount equal to such Backstop Party's Backstop Percentage multiplied by the Unsubscribed Preferred Equity Interests and the aggregate Per Preferred Interest Purchase Price therefor (such dollar amount, such Backstop Party's "Backstop Amount"); and

(4) the aggregate number of New Preferred Equity Interests to be issued and sold to such Backstop Party (or its Related Purchaser) pursuant to (x) the exercise of Subscription Rights in respect of such Backstop Party's Subscription Rights Offering Subscription Amount and (y) the purchase of Unsubscribed Preferred Equity Interests;

(B) if such Financing Party is a Direct Investment Investor:

(1) such Direct Investment Investor's Backstop Percentage;

(2) such Direct Investment Investor's Direct Investment Commitment Amount, calculated in accordance with the definition thereof;

(3) the aggregate number of Direct Investment Preferred Interests to be issued and sold to such Direct Investment Investor (or its Related Purchaser); and

(iv) the aggregate amount such Financing Party is required to fund to the Company with respect to such Financing Party's New Debt Cash-Out Commitment (the "Cash-Out Funding Amount"), together with a breakdown of the components thereof as follows:

(A) such New Debt Cash-Out Lender's New Debt Cash-Out Percentage;

(B) such New Debt Cash-Out Lender's New Debt Cash-Out Commitment, calculated in accordance with the definition thereof; and

(C) the aggregate principal amount of New Debt to be issued by the Debtors to such New Debt Cash-Out Lender (or its Related Purchaser) in exchange for such New Debt Cash-Out Commitment; and

(v) the account information (including wiring instructions) for: (A) of a segregated account of the Subscription Rights Offering Subscription Agent to which such Financing Party shall deliver and pay the New Preferred Equity Funding Amount (the "New Preferred Equity Subscription Account"); provided, that if a Financing Party is (A) a registered investment company under the Investment Company Act of 1940 or (B) otherwise subject to investment manager arrangements that preclude funding into escrow, such Financing Party may elect to pay and deliver the New Preferred Equity Funding Amount directly to the Company (or other applicable Debtor) by giving notice of the same to the Company (or other applicable Debtor) at least five (5) Business Days prior to the Account Funding Date; and (B) the account(s) of the Company (or other applicable Debtor) to which such Financing Party shall deliver and pay the Cash-Out Funding Amount (the "Cash-Out Funding Account"). For purposes of this Article II, the New Preferred Equity Subscription Account applicable to such Financing Party shall be such an account of the Company (or other applicable Debtor).

The Company shall promptly direct the Subscription Rights Offering Subscription Agent to provide any written backup, information and documentation relating to the information contained in the applicable Funding Notice as any Financing Party may reasonably request.

(b) Subscription Account Funding; Cash-Out Funding Amount Funding.

(i) One (1) Business Day prior to the planned Effective Date (the "Account Funding Date"), subject to Section 2.5, each Financing Party shall deliver and pay, or shall cause any of its Related Purchasers to deliver and pay, by wire transfer of immediately available funds in U.S. dollars into the New Preferred Equity Subscription Account, its New Preferred Equity Funding Amount, as such amount is set forth in the applicable Funding Notice; provided, that if a Financing Party has duly elected pursuant to Section 2.4(a)(v), to fund its applicable New Preferred Equity Funding Amount directly to the Company (or other applicable Debtor), such payment shall be made to such designated account in immediately available funds in U.S. dollars on the Closing Date in accordance with the terms of this Agreement. If this Agreement is terminated in accordance with its terms or the Closing otherwise does not occur, all amounts actually deposited by the Financing Parties in the New Preferred Equity Subscription Account shall be returned to such Financing Parties in accordance with the terms of the procedure for the return of funds in the Subscription Rights Procedures.

(ii) Each Financing Party shall deliver and pay, or shall cause any of its Related Purchasers to deliver and pay, by wire transfer of immediately available funds in U.S. dollars into the Cash-Out Funding Account, its Cash-Out Funding Amount, as such amount is set forth in the applicable Funding Notice on the Closing Date in accordance with the terms of this Agreement.

Section 2.5 Cashless Funding Option for DIP Financing Party. Notwithstanding anything to the contrary in this Agreement, each Financing Party that is a DIP Lender or an Affiliate or Related Fund of a DIP Lender (each, a "DIP Financing Party") shall have the option, in its sole discretion, to fund all or any portion of its Funding Amount on a cashless basis. Such cashless funding shall be effectuated by the dollar-for-dollar satisfaction and exchange of an equivalent amount of Allowed DIP New Money Claims of such DIP Financing Party or of any Affiliate or Related Fund of such DIP Financing Party, in lieu of cash payment of the applicable Funding Amount (implemented consistent with the Plan). To exercise this option, such DIP Financing Party must deliver written notice (which shall also be signed by the holder of such Allowed DIP New Money Claims, if different from such DIP Financing Party) to the Company no later than the Account Funding Date, specifying the amount of the Funding Amount it elects to fund on a cashless basis and the corresponding amount of Allowed DIP New Money Claims (and the holder of such Allowed DIP New Money Claims, if different from such DIP Financing Party) to be applied in satisfaction thereof. If such notice is given, the applicable portion of the Allowed DIP New Money Claims specified in such notice shall be deemed satisfied and exchanged in accordance with the Plan, and such DIP Financing Party shall be deemed to have funded its applicable portion of its Funding Amount. The Debtors and such Financing Party shall, and shall cause their Affiliates and Related Funds to, execute and deliver such other documents, acknowledgments and agreements and take such other actions as may be reasonably required to effectuate the cashless funding pursuant to this Section 2.5.

Section 2.6 Closing.

(a) Subject to Article VII, unless otherwise mutually agreed in writing between the Company and the Requisite Financing Parties, the closing of the Subscription Rights and the Direct Investment Preferred Equity Raise (the "Closing") shall take place electronically at 10:00 a.m., New York City time, on the date on which all of the conditions set forth in Article VII shall have been satisfied or waived in accordance with this Agreement (other than conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The date on which the Closing actually occurs shall be referred to herein as the "Closing Date".

(b) At the Closing, the funds held in the New Preferred Equity Subscription Account shall be released to the Company (or other applicable Debtor) and, together with amounts paid into the Cash-Out Funding Account, utilized in accordance with the Plan and Confirmation Order.

(c) At the Closing, the Company (or other applicable Debtor) shall issue and deliver or transfer (as applicable): (i) to each Backstop Party (or to its designee in accordance with Section 2.7) that is not a Defaulting Backstop Party, New Preferred Equity Interests constituting Unsubscribed Preferred Equity Interests in an amount equal to such Backstop Party's Backstop Amount divided by the Per Preferred Interest Purchase Price, in satisfaction of such Backstop Party's Subscription Rights Backstop Commitment; (ii) to each Backstop Party (or to its designee in accordance with Section 2.7) that is not a Defaulting Backstop Party, New Preferred Equity Interests issued pursuant to the exercise of such Backstop Party's Subscription Rights in an amount equal to such Backstop Party's Subscription Rights Offering Subscription Amount divided by the Per Preferred Interest Purchase Price, in satisfaction of such Backstop Party's Subscription Rights Backstop Commitment; (iii) to each Direct Investment Investor (or to its designee in accordance with Section 2.7) that is not a Defaulting Direct Investment Investor, New Preferred Equity Interests pursuant to the Direct Investment Preferred Equity Raise in an amount equal to such Direct Investment Investor's Direct Investment Commitment Amount divided by the Per Preferred Interest Purchase Price, in satisfaction of such Direct Investment Investor's Direct Investment Commitment; (iv) to each Backstop Party or Direct Investment Investor (or to its designee in accordance with Section 2.7) that is not a Defaulting Financing Party, New Preferred Equity Financing Commitment Premium Preferred Interests, in satisfaction of the Company's obligation to pay the New Preferred Equity Financing Commitment Premium; (v) to each New Debt Cash-Out Lender (or to its designee in accordance

with Section 2.7) that is not a Defaulting New Debt Cash-Out Lender, New Debt with an aggregate principal amount equal to such New Debt Cash-Out Lender's New Debt Cash-Out Commitment divided by 0.80, in satisfaction of such New Debt Cash-Out Lenders New Debt Cash-Out Commitment; and (vi) to each New Debt Cash-Out Lender (or to its designee in accordance with Section 2.7) that is not a Defaulting New Debt Cash-Out Lender, New Debt in an aggregate principal amount equal to its ratable share of the New Debt Cash-Out Commitment Premium, in satisfaction of the Company's obligation to pay the New Debt Cash-Out Commitment Premium. The entry of any New Preferred Equity Interests to be delivered pursuant to this Section 2.6(c) into the account of a Backstop Party or Direct Investment Investor, as applicable, pursuant to the issuer's book entry procedures and delivery to such Backstop Party or Direct Investment Investor, as applicable, of an account statement reflecting the book entry of such New Preferred Equity Interests shall be deemed delivery of such New Preferred Equity Interests for purposes of this Agreement. [Notwithstanding anything to the contrary in this Agreement, all New Preferred Equity Interests will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery duly paid by the Company].

Section 2.7 Designation and Assignment Rights.

(a) Each Financing Party shall have the right to designate, by written notice to the Company and Subscription Rights Offering Subscription Agent (which may be included in a rights offering subscription form or delivered via email) no later than two (2) Business Days prior to the Closing Date, that all or any portion of the (i) New Preferred Equity Interests issuable in respect of its (A) Subscription Rights, (B) Subscription Rights Backstop Commitment, (C) Direct Investment Commitment or (D) New Preferred Equity Financing Commitment Premium, as applicable, and (ii) the New Debt issuable in respect of its (A) New Debt Cash-Out Commitment and (B) New Debt Cash-Out Commitment Premium, in each case, be issued in the name of, and delivered to, one or more of its Related Purchasers upon receipt by the Company (or other applicable Debtor) of payment or funding therefor, as applicable, in accordance with the terms of this Agreement, which notice of designation shall, to the extent applicable to such designation in the case of clauses (i) and (ii), (v) specify the number of New Preferred Equity Interests to be delivered to or issued in the name of each such Related Purchaser, (w) specify the number of New Preferred Equity Interests, in each case, in respect of the New Preferred Equity Financing Commitment Premium pursuant to Section 3.2, to be delivered to or issued in the name of each such Related Purchaser, (x) specify the amount of New Debt to be issued in the name of such Related Purchaser in respect of the New Debt Cash-Out Commitment and New Debt Cash-Out Commitment Premium, (y) contain a confirmation by each such Related Purchaser of the accuracy of the representations made by each Financing Party, under this Agreement as applied to such Related Purchaser and (z) be accompanied by such KYC information, tax forms and questionnaires as required pursuant to the Subscription Rights Procedures; provided that no such designation shall relieve such Financing Party from any of its obligations under this Agreement.

Section 2.8 Transfer of Subscription Rights Backstop Commitments and Direct Investment Commitments.

(a) Each Backstop Party shall have the right to Transfer all or any portion of its Subscription Rights Backstop Commitment, including its Subscription Rights (for the avoidance of doubt, coupled with the associated First Lien Secured Claims), to such Backstop Party's Related Purchaser or any other Backstop Party (including such Backstop Party's Related Purchaser) (each, an "Existing Backstop Party Purchaser"), each Direct Investment Investor shall have the right to Transfer all or any portion of its Direct Investment Commitment to such Direct Investment Investor's Related Purchaser or any other Direct Investment Investor (including such Direct Investment Investor's Related Purchaser) (each, an "Existing Direct Investment Investor Purchaser") and each New Debt Cash-Out Lender shall have the right to Transfer all or any portion of its New Debt Cash-Out Commitment to such New Debt Cash-Out Lender's Related Purchaser or any other New Debt Cash-Out Lender (including such New Debt Cash-Out Lender's

Related Purchaser) (each, an "Existing New Debt Cash-Out Lender"); provided that (i) such Existing Backstop Party Purchaser, Existing Direct Investment Investor Purchaser or Existing New Debt Cash-Out Lender, as applicable, shall have been a Backstop Party, Direct Investment Investor or New Debt Cash-Out Lender, as applicable, or a Related Purchaser as of immediately prior to such Transfer, (ii) prior to and in connection with the Transfer, the transferring Backstop Party, Direct Investment Investor, New Debt Cash-Out Lender or Related Purchaser, as the case may be, and the Existing Backstop Party Purchaser, Existing Direct Investment Investor Purchaser or Existing New Debt Cash-Out Lender, as applicable, shall have delivered to the Company written notice of such Transfer and (iii) if the Transfer is to a Backstop Party's Related Purchaser, Direct Investment Investor's Related Purchaser or New Debt Cash-Out Lender Related Purchaser, prior to and in connection with such Transfer, such Related Purchaser shall deliver to the Company (x) a joinder to this Agreement, in a form reasonably acceptable to the Company and Requisite Financing Parties, that contains a confirmation of the accuracy of representations made by each Financing Party under this Agreement as applied to such Person and (y) such KYC information, tax forms, and questionnaires as required pursuant to the Subscription Rights Procedures.

(b) Other than as expressly set forth in this Section 2.8, no Financing Party shall be permitted to Transfer all or any portion of its Subscription Rights, Subscription Rights Backstop Commitment, Direct Investment Commitment or New Debt Cash-Out Commitment, as applicable. Any Transfer made (or attempted to be made) in violation of this Agreement shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the Company or any Financing Party, and shall not create (or be deemed to create) any obligation or liability of any other Financing Party or any Debtor to the purported transferee or limit, alter or impair any agreements, covenants or obligations of the proposed transferor under this Agreement. After the Closing Date, nothing in this Agreement shall limit or restrict in any way the ability of any Financing Party (or any permitted transferee thereof) to Transfer any of the New Preferred Equity Interests, New Debt or any interest therein, as applicable.

Section 2.9 Securities Laws Matters. The New Preferred Equity Interests issued as part of the Subscription Rights and the New Preferred Equity Financing Commitment Premium shall be issued in reliance upon section 1145 of the Bankruptcy Code, except with respect to the Unsubscribed Preferred Equity Interests or any New Preferred Equity Interests issued to a Backstop Party as part of the Subscription Rights following a transfer or assignment thereof (either directly or through transfer or assignment of the related Subscription Rights) pursuant to Section 2.8, if any, which shall be issued in reliance upon the exemption from registration under the Securities Act provided in section 4(a)(2) or Regulation S under the Securities Act or another available exemption from registration under the Securities Act, and, in all material respects, in accordance with the BCA Approval Order, the Subscription Rights Procedures and this Agreement. The New Preferred Equity Interests to be issued and sold to each Direct Investment Investor pursuant to the Direct Investment Preferred Equity Raise shall be issued in reliance upon the exemption from registration under the Securities Act provided in section 4(a)(2) or Regulation S under the Securities Act or another available exemption from registration under the Securities Act.

Section 2.10 Issuer Replacement. Following consultation with the Financing Parties and with the consent of the Requisite Financing Parties, which consent shall be in the sole discretion of such parties, the Company may cause the issuer of the New Preferred Equity Interests to be (a) a current or future non-debtor parent entity of the Company or (ii) any other current or future non-debtor entity that, in each case (i) and (ii), will upon the consummation of the Restructuring Transactions, directly or indirectly own all of the assets of the Company (the "Issuer Replacement"); provided, however, that such change shall not have any adverse effect on the value of the New Preferred Equity Interests. The Debtors shall cause the Issuer Replacement to do or cause to be done all things reasonably necessary, proper or advisable in order to effectuate the transactions contemplated by this Agreement, including entering into and becoming party to this Agreement and becoming fully bound by the agreements and obligations of the Debtors hereunder and making the representations and warranties made by the Debtors hereunder.

ARTICLE III

FINANCING COMMITMENT PREMIUMS AND EXPENSE REIMBURSEMENT

Section 3.1 Premiums Payable by the Company.

(a) Subject to Section 3.2, in consideration for the Subscription Rights Backstop Commitments, Direct Investment Commitments and the other agreements of the Financing Parties in this Agreement, each Financing Party shall be entitled to, and the Company shall pay or cause to be paid to each Financing Party (or their designees) (including any Replacing Backstop Party and Replacing Direct Investment Investor, but excluding any Defaulting Backstop Party or Defaulting Direct Investment Investor), its ratable share of a nonrefundable aggregate premium in an amount equal to 10.0% of the aggregate of the New Preferred Equity Aggregate Commitment Amount, which amount shall be payable in kind in additional New Preferred Equity Interests (the "New Preferred Equity Financing Commitment Premium") as set forth in Schedule 3 hereto.

(b) Subject to Section 3.2, in consideration for the New Debt Cash-Out Commitments and the other agreements of the Financing Parties in this Agreement, each New Debt Cash-Out Lender shall be entitled to, and the Company shall pay or cause to be paid to each Financing Party (or their designees) (including any Replacing Backstop Party, but excluding any Defaulting Backstop Party), its ratable share of a nonrefundable aggregate premium in an amount equal to 8.0% of the First Lien New Debt Allocation, which amount shall be payable in kind in additional New Debt (the "New Debt Cash-Out Commitment Premium," and together with the New Preferred Equity Financing Commitment Premium, the "Financing Commitment Premiums") as set forth on Schedule 4 hereto.

(c) The provisions for the payment of the Financing Commitment Premiums and Expense Reimbursement, and the indemnification provided herein, are an integral part of the transactions contemplated by this Agreement and without these provisions the Financing Parties would not have entered into this Agreement.

Section 3.2 Payment of Financing Commitment Premium. The Financing Commitment Premiums shall be fully earned, nonrefundable and non-avoidable as of the date of this Agreement and shall be paid or caused to be paid by the Company (including by any other applicable Debtor), free and clear of any withholding or deduction for any applicable Taxes (except for any Taxes arising as a result of Person's failure to provide a reasonably requested Tax form establishing complete exemption from withholding; provided that such Person was legally entitled to provide such Tax form), on the Closing Date as set forth above. For the avoidance of doubt, to the extent payable in accordance with the terms of this Agreement, the Financing Commitment Premiums will be payable regardless of the amount of Unsubscribed Preferred Equity Interests or Cash-Out Election New Debt (if any) actually purchased. The Company shall satisfy its obligation to pay or caused to be paid the Financing Commitment Premiums on the Closing Date, in lieu of any cash payment, by issuing or transferring (or causing to be issued or transferred (as applicable)) to each Financing Party its New Preferred Equity Financing Commitment Premium Preferred Interests and New Debt Cash-Out Commitment Premium Debt; provided that if the Closing does not occur, the Financing Commitment Premiums shall be payable in cash and only to the extent provided in (and in accordance with) Section 9.5. The Financing Commitment Premiums shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code. In addition and as a result thereof, the proposed Confirmation Order and the Plan filed by the Company shall provide that the New Preferred Equity Financing Commitment Premium is issuable under section 1145 of the Bankruptcy Code; provided that the Bankruptcy Court's failure to approve the Financing Commitment Premiums as an allowed administrative expense, and as a result be issuable under section 1145 of the Bankruptcy Code, shall not

constitute a breach by the Company of any covenant in this Agreement and the Company shall provide that the Financing Commitment Premium is issued without registration pursuant to another applicable exemption from the registration requirements of the Securities Act.

Section 3.3 Expense Reimbursement.

(a) In accordance with and subject to the BCA Approval Order, the Company will, or cause the Debtors to, agree to pay or reimburse, in accordance with Section 3.3(b) below, (i) all reasonable and documented out-of-pocket fees and expenses (including travel costs and expenses) of the Financing Parties, including all of the attorneys, accountants, other professionals, advisors and consultants incurred on behalf of the Financing Parties, or their Affiliates, in connection with the Chapter 11 Cases and/or the Restructuring Transactions (whether incurred before or after the Petition Date), including the fees and expenses of the Secured Ad Hoc Group Advisors and (ii) any applicable filing or other similar fees required to be paid in all applicable jurisdictions (such payment obligations in clauses (i) and (ii), the "Expense Reimbursement"). The Expense Reimbursement shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses against each of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code. For the avoidance of doubt, the amount payable pursuant to this Section 3.3 shall be determined without duplication of recovery under the Restructuring Support Agreement.

(b) The Expense Reimbursement accrued through the date on which the BCA Approval Order is entered shall be paid in accordance with the BCA Approval Order as promptly as reasonably practicable after the date of the entry of the BCA Approval Order. The Expense Reimbursement shall thereafter be payable by the Debtors within three (3) Business Days from receipt of the applicable invoice in accordance with the BCA Approval Order; provided that the Debtors' final payment shall be made contemporaneously with the Closing or the termination of this Agreement pursuant to Article IX.

Section 3.4 Tax Treatment of Financing Commitment Premiums. The Backstop Parties and the Company intend to treat, for U.S. federal income tax purposes, the (a) New Preferred Equity Financing Commitment Premium as the sale price for a put option or as additional New Preferred Equity Interests purchased by the Backstop Parties and (b) the New Debt Cash-Out Commitment Premium as the sale price for a put option relating to an amount of New Debt equal to 80% of the First Lien New Debt Allocation. The Backstop Parties and the Debtors shall not take any position or action inconsistent with such treatment and/or characterization, except as otherwise required by a "determination" within the meaning of section 1313 of the Internal Revenue Code.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE DEBTORS

Except as set forth in corresponding section of the Company Disclosure Schedules, each of the Debtors, jointly and severally, hereby represent and warrant to each of the Financing Parties (unless otherwise set forth herein, as of the date of this Agreement and as of the Closing Date) as set forth below.

Section 4.1 Organization and Qualification. Each Debtor is duly organized, validly existing and in good standing under the Laws of the state of its respective organization, is duly qualified to do business and is in good standing in each jurisdiction in which its respective ownership or lease of property or the conduct of its respective businesses requires such qualification and has all power and authority necessary to own or hold its respective properties and to conduct the businesses in which it is engaged, except where the failure to be so qualified, in good standing or have such power or authority would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.2 Corporate Power and Authority.

(a) The Company has the requisite corporate power and authority (i) subject to entry of the BCA Approval Order, to enter into, execute and deliver this Agreement and (ii) subject to entry of the BCA Approval Order, the Disclosure Statement Order and the Confirmation Order, to consummate the transactions contemplated herein, the Transaction Agreements and the Plan, and to perform its obligations under each of the Transaction Agreements (other than this Agreement). Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite corporate action on behalf of the Company, and no other corporate proceedings on the part of the Company are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(b) Subject to entry of the BCA Approval Order and the Confirmation Order, each of the other Debtors has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver each Transaction Agreement to which such other Debtor is a party and to perform its obligations thereunder. Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite action (corporate or otherwise) on behalf of each other Debtor party thereto, and no other proceedings (corporate or otherwise) on the part of any other Debtor party thereto are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(c) Subject to entry of the BCA Approval Order and the Confirmation Order, each of the Company and the other Debtors has the requisite power and authority (corporate or otherwise) to perform its obligations under the Plan, and has taken or shall take all necessary actions (corporate or otherwise) required for the due consummation of the Plan in accordance with its terms.

Section 4.3 Capitalization. All the outstanding shares of capital stock or other equity interests of each direct or indirect subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of any Lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party, except for (a) Liens permitted under the DIP Documents (including Permitted Liens (as defined in the DIP Documents)); (b) Liens permitted under the ABL Facility (including Permitted Liens (as defined in the ABL Facility Documents)); and (c) Liens that, pursuant to the Confirmation Order, will not survive beyond the Effective Date.

Section 4.4 Issuance. Subject to the entry of the BCA Approval Order and the Confirmation Order, the New Preferred Equity Interests to be issued pursuant to the Plan, including the New Preferred Equity Interests to be issued in connection with the Subscription Rights and the Direct Investment Preferred Equity Raise, will, when issued and delivered on the Closing Date in accordance with terms of the Plan and the Subscription Rights Procedures and against any required payment, be duly authorized, validly issued and delivered and shall be fully paid and non-assessable, and free and clear of all Taxes (except for any Taxes arising as a result of a Person's failure to provide a reasonably requested Tax form establishing complete exemption from withholding, provided that such Person was legally entitled to provide such Tax form), Liens, encumbrances, preemptive rights, subscription and similar rights (other than as may arise under the Company Organizational Documents and any applicable securities Laws).

Section 4.5 Authorized Shares. As of the Closing Date and subject to the entry of the Confirmation Order, the Company has all consents, approvals and authorizations necessary for the issuance of the New Preferred Equity Interests to be issued pursuant to the Plan, and the Company has full right, power and authority to sell, assign, transfer and deliver the shares of New Preferred Equity Interests to the Financing Parties.

Section 4.6 No Conflict. Assuming the consents described in Section 4.7 are obtained, the execution and delivery by the Company and, if applicable, any other Debtor, of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, if applicable, any other Debtor, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein will not (a) conflict with, or result in a breach, modification or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent specified in the Plan, in the acceleration of, or the creation of any Lien under, or cause any payment or consent to be required under any Contract to which any Debtor will be bound as of the Closing Date after giving effect to the Plan or to which any of the property or assets of any Debtor will be subject as of the Closing Date after giving effect to the Plan, (b) result in any violation of the provisions of any of the Debtors' organizational documents (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases or the Company's or any Debtor's undertaking to implement the Restructuring Transactions through the Chapter 11 Cases) or (c) result in any violation of any Law or Order applicable to any Debtor or any of their properties, except in each of the cases described in clause (a) or (c) for any conflict, breach, modification, violation, default, acceleration or Lien which would not reasonably be expected to be, individually or in the aggregate, a Material Adverse Effect.

Section 4.7 Consents and Approvals. No consent, approval, authorization, Order, registration or qualification of or with any Governmental Entity having jurisdiction over any of the Debtors or any of their properties (each, an "Applicable Consent") is required for the execution and delivery by the Company and, to the extent relevant, the other Debtors, of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, to the extent relevant, the other Debtors, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein, except for (a) the entry of the BCA Approval Order authorizing the Company to execute and deliver this Agreement, (b) the entry by the Bankruptcy Court, or any other court of competent jurisdiction, of Orders as may be necessary to implement the transactions contemplated by this Agreement, (c) the entry of the Confirmation Order, (d) filings, notifications, authorizations, approvals, consents, clearances or termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement, (e) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or "Blue Sky" Laws in connection with the purchase of the Direct Investment Preferred Interests by the Direct Investment Investors, the Unsubscribed Preferred Equity Interests by the Backstop Parties, the issuance of the Subscription Rights, the issuance of the New Preferred Equity Interests pursuant to the exercise of the Subscription Rights, the issuance of the New Preferred Equity Financing Commitment Premium Preferred Interests, the issuance of the New Preferred Equity Participation Premium, (f) any Applicable Consents that, if not made or obtained, would not reasonably be expected to be, individually or in the aggregate, material and adverse to the Debtors and (g) any Applicable Consents that if not made or obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 4.8 Arm's Length. The Company acknowledges and agrees that (a) each of the Financing Parties is acting solely in the capacity of an arm's-length contractual counterparty to the Company with respect to the transactions contemplated hereby (including in connection with determining the terms of the Subscription Rights Offering) and not as a financial advisor or a fiduciary to, or an agent

of, the Company or any other Debtor and (b) no Backstop Party is advising the Company or any other Debtor as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

Section 4.9 Financial Statements.

(a) The consolidated balance sheets of LABL as of September 30, 2025 and the related consolidated statements of operations and of cash flows for the fiscal year then ended (the "Financial Statements") present fairly in all material respects the financial position, results of operations and cash flows of LABL and its consolidated Subsidiaries, taken as a whole, as of the dates indicated and for the periods specified. All such Financial Statements, which shall not be required to include schedules or notes thereto, have been prepared, in all material respects, in accordance with GAAP applied consistently throughout the periods involved (except as disclosed therein).

Section 4.10 Absence of Certain Changes. Since September 30, 2025, to the date of this Agreement, no Event has occurred or exists that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, except for (a) LABL's failure to make the interest payment due on January 15, 2026 under the 2027 Unsecured Notes Indenture, as described in the Disclosure Statement; and (b) the downgrades to (i) LABL's issuer credit rating from "CCC+" to "SD;" and (ii) the 2027 Unsecured Notes' issue-level credit rating from "CCC" to "D," in each case issued by S&P Global on or around January 21, 2026.

Section 4.11 No Violation; Compliance with Laws. Neither the Company nor any other Debtor is: (a) in violation of its charter or by-laws or similar organizational documents; (b) in default, and no Event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of the other Debtors is a party or by which the Company or any of the other Debtors is bound or to which any of the property or assets of the Company or any other Debtor is subject or (c) since January 1, 2023, in violation of any Law or statute or any judgment, Order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (b) and (c) above, for (x) LABL's failure to make the interest payment due on January 15, 2026 under the 2027 Unsecured Notes Indenture, as described in the Disclosure Statement; and (y) any such default or violation that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or was caused by the commencement of the Chapter 11 Cases.

Section 4.12 Legal Proceedings. Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, (a) there are no legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, claims, notices of noncompliance or violations, or proceedings ("Legal Proceedings") pending or, to the Knowledge of the Company, threatened to which any of the Debtors is a party or to which any property of any of the Debtors is the subject and (b) to the Knowledge of the Company, no Event has occurred or circumstances exist that may give rise to, or serve as the basis for, any such Legal Proceeding, in each case of clause (a) and (b), that in any manner draws into question the validity or enforceability of this Agreement, the Plan or the other Transaction Agreements or that would reasonably be expected to be, individually or in the aggregate, a Material Adverse Effect.

Section 4.13 Intellectual Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each of the Debtors owns, or possesses the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, mask works, domain names, trade dress, trade secrets, rights in Software and any and all applications or registrations for any of the foregoing (collectively, "Intellectual Property Rights") that are reasonably

necessary for the operation of their respective businesses, (b) to the Knowledge of the Company, none of the Debtors is interfering with, infringing upon, misappropriating or otherwise violating in any material respect any valid Intellectual Property Rights of any Person, and (c) no claim or litigation regarding any of the foregoing is pending or to the Knowledge of the Company, threatened.

Section 4.14 Title to Real and Personal Property.

(a) Real Property. Each of the Debtors has valid fee simple title to, or valid leasehold interest in, or easements or other limited property interests in, all of its Real Properties and has valid title to its tangible personal properties and assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their currently intended purposes, and except where the failure (or failures) to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided, however, that the enforceability of such leased Real Properties may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditor's rights generally or general principles of equity, including the Chapter 11 Cases.

(b) Leased Real Property. Each of the Debtors is in compliance with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and none of the Debtors has received written notice of any good faith claim asserting that such leases are not in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each of the Debtors enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to materially interfere with its ability to conduct its business as currently conducted or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.15 No Undisclosed Relationships. Other than (a) Contracts or other direct or indirect relationships between or among any of the Debtors, (b) executive employment or retention agreements and customary director and officer indemnity agreements, (c) Contracts or other direct or indirect relationships with the Sponsor that have been previously disclosed to the Financing Parties, and (d) transactions, contracts, and direct or indirect relationships in the ordinary course of the Company's and its Subsidiaries' business, there are no Contracts or transactions or other direct or indirect relationships existing as of the date hereof between or among any of the Debtors, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors, on the other hand, except for the transactions contemplated by the Transaction Agreements.

Section 4.16 Licenses and Permits. The Debtors have all material governmental permits, licenses, certificates, registrations, approvals, exemptions, clearances, billings and authorizations ("Permits") necessary for the conduct of their business as presently conducted, and each of the Permits is valid, subsisting and in full force and effect, except where the failure to have or maintain such Permit, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the operation of the business of the Debtors as currently conducted is not, and has not been in material violation of, nor the Debtors in material default or violation under, any Permit (excluding any past violation or default that has been remedied and imposes no material continuing obligations or costs on the Debtors) and (ii) no Event has occurred which, with notice or the lapse of time or both, would constitute a material default or violation of any term, condition or provision of any Permit. There are no Actions pending or threatened, that seek the revocation, suspension, cancellation or modification of any Permit, except where such revocation, suspension, cancellation or modification,

individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect. No Debtor has received written notice of any charge, claim or assertion alleging any violations of or noncompliance with any Permit nor has any charge, claim or assertion been threatened, except where such notice, charge, claim or assertion, individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect.

Section 4.17 Environmental. (a) Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no written notice, claim, demand, request for information, Order, complaint or penalty has been received by any of the Debtors, and there are no Legal Proceedings pending or threatened which allege a violation of or liability under any Environmental Laws (including with respect to exposure to Hazardous Materials), in each case relating to any of the Debtors, (b) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Debtor has received (including timely application for renewal of the same), and maintained in full force and effect, all environmental Permits, licenses and other approvals, and has maintained all financial assurances, in each case to the extent necessary for its operations to comply with all applicable Environmental Laws and is, and has been, in compliance with the terms of such Permits, licenses and other approvals and with all applicable Environmental Laws, (c) no Hazardous Material is located at, on or under any property currently or formerly owned, operated or leased by any of the Debtors that would reasonably be expected to give rise to any cost, liability or obligation of any of the Debtors under any Environmental Laws, other than costs, liabilities or obligations related to asset retirement obligations incurred or anticipated to be incurred pursuant to Environmental Laws or costs, liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (d) no Hazardous Material has been Released, generated, owned, treated, stored or handled by any of the Debtors, and no Hazardous Material has been transported to or Released at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of any of the Debtors under any Environmental Laws, other than costs, liabilities or obligations related to asset retirement obligations incurred or anticipated to be incurred pursuant to Environmental Laws or costs, liabilities or obligations that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Notwithstanding the generality of any other representations and warranties in this Agreement, the representations and warranties in this Section 4.17 constitute the sole and exclusive representations and warranties in this Agreement with respect to any environmental, health or safety matters, including any arising under or relating to Environmental Laws.

Section 4.18 Labor Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no Debtor has any outstanding liability relating to or arising out of non-compliance with any applicable labor or employment-related Laws. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there are no pending or threatened claims, sanctions, legal actions or lawsuits against the Debtors before any Governmental Entity relating to the Debtors' actual or alleged non-compliance with labor or employment-related Laws.

Section 4.19 Tax Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Each of the Debtors and their Subsidiaries has filed or caused to be filed all U.S. federal, state, local and non-U.S. income and other Tax Returns required to have been filed by it (taking into account extensions) and each such Tax Return is true and correct in all respects;

(b) Each of the Debtors and their Subsidiaries has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the Tax Returns referred to in clause (a) and all other Taxes or assessments that are due and owing (or made adequate provision (in accordance with GAAP) for

the payment of all such Taxes due) with respect to all periods or portions thereof ending on or before the date hereof other than Taxes the nonpayment of which are permitted or required by the Bankruptcy Code.

(c) As of the date hereof, with respect to the Debtors and their Subsidiaries, other than in connection with the Chapter 11 Cases (including, for the avoidance of doubt, the filing of any proof of claims with respect to Taxes) and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (i) no claims have been asserted in writing with respect to any Taxes that have not been resolved, (ii) no presently effective waivers or extensions of statutes of limitation with respect to Taxes have been given or requested (other than any automatic customary waivers or extensions obtained by the business) and (iii) no Tax Returns are being examined or audited by (of which the Debtors have received written notice), and no written notification of intention to examine or audit any such Tax Returns has been received from, the IRS or any other Governmental Entity.

(d) The Debtors and each of their Subsidiaries have complied with all applicable laws, rules and regulations relating to the payment and withholding of Taxes, and have, within the time and in the manner prescribed by Law, withheld and timely paid over to the proper Governmental Entity all required amounts from amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

(e) There are no Liens for Taxes on any asset of any of the Debtors other than for (i) Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP or (ii) Taxes the nonpayment of which are permitted or required by the Bankruptcy Code.

(f) None of the Debtors or any of their Subsidiaries has any liability for any material amount of Taxes of any other Person, either by operation of Law, by Contract (other than an agreement entered into in the ordinary course of business consistent with past practice the principal purpose of which is not the sharing, assumption or indemnification of Tax or an agreement solely among the Debtors or an agreement solely among the Debtors) or as a transferee or successor, other than any liability resulting solely from being part of a "consolidated," "unitary" or "combined" Tax return with respect to a group of which the Debtors and their current or past Subsidiaries (or any subset of the foregoing) are or were the only members.

(g) None of the Debtors or any of their Subsidiaries is a party to any Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business consistent with past practice (such as a lease or a license) or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(h) None of the Debtors or any of their Subsidiaries has been included in any "consolidated," "unitary" or "combined" Tax return provided for under any Law with respect to income Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which the Debtors and their current or past Subsidiaries (or any subset of the foregoing) are or were the only members).

(i) Section 4.19 shall constitute the sole and exclusive representations and warranties with respect to Tax matters. No representation or warranty is provided with respect to any Tax position taken for any Tax period following the consummation of the Plan or with respect to the availability of any Tax attribute in such period.

Section 4.20 Employee Benefit Plans. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, none of the Debtors sponsor, maintain, contribute to, or have an obligation to contribute to, or have or could reasonably be expected to have any liability (including an account of an ERISA Affiliate) with respect to, any Multiemployer Plan or a plan that is subject to Title IV of ERISA. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no condition exists that would reasonably be expected to result in any liability to the Debtors (including on account of an ERISA Affiliate) under Title IV of ERISA.

Section 4.21 No Unlawful Payments. In the past five (5) years, none of the Debtors nor any of their respective directors, officers or, to the Knowledge of the Company, employees has in any material respect: (a) used any funds of any of the Debtors for any unlawful contribution, gift, entertainment or other unlawful expense, in each case for the purpose of corruptly influencing any foreign governmental official; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 or any other laws, rules or regulations concerning or relating to the prevention or prohibition of bribery or corruption (collectively, "Anti-Corruption Laws"), in each case, to the extent applicable; or (d) made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to any foreign government official or any private party, in each case, in violation of applicable Anti-Corruption Laws.

Section 4.22 Compliance with Money Laundering and Sanctions Laws.

(a) The operations of the Debtors are and in the past five (5) years have been at all times, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, and all applicable Money Laundering Laws and no material Legal Proceeding by or before any Governmental Entity or any arbitrator involving any of the Debtors with respect to Money Laundering Laws is pending or, to the Knowledge of the Company, threatened.

(b) Neither the Company nor any of its subsidiaries nor any director or officer or, to the Knowledge of the Company, employee, agent or Affiliate acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Nations Security Council, the European Union or any of its member states or His Majesty's Treasury of the United Kingdom (collectively, "Sanctions"), nor is the Company or any of its subsidiaries domiciled, organized or resident in a country or territory that is the subject or target of comprehensive Sanctions broadly prohibiting dealings involving such country or territory, including, without limitation, Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, (each, a "Sanctioned Country"); and the Company will not directly or indirectly use the proceeds of the Subscription Rights Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business or dealings with any Person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities or dealings of, or business in, any Sanctioned Country, (iii) in any other manner that would constitute or give rise to a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions or (iv) in any manner in violation of applicable Anti-Corruption Laws. Since April 24, 2019, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions (i) with any Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or (ii) with or in any Sanctioned Country.

Section 4.23 No Broker's Fees. None of the Debtors is a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Financing Parties for a brokerage commission, finder's fee or like payment in connection with the Subscription Rights Offering or the sale of the Unsubscribed Preferred Equity Interests.

Section 4.24 Investment Company Act. None of the Debtors is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 4.25 Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) Debtors have insured their properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses; (b) all premiums due and payable in respect of insurance policies maintained by the Debtors have been paid; (c) the Company reasonably believes that the insurance maintained by or on behalf of the Debtors is adequate for the current conduct of its business and (d) as of the date hereof, none of the Debtors has received notice from any insurer or agent of such insurer with respect to any insurance policies of the Debtors of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

Section 4.26 Disclosure Statement. The Disclosure Statement as approved by the Bankruptcy Court will conform in all material respects with section 1125 of the Bankruptcy Code.

Section 4.27 Exemption from Registration. Assuming the accuracy of the representations made by the Financing Parties in Article V and any holders of First Lien Secured Claims as required pursuant to the Subscription Rights Procedures, the offer, issuance, sale and/or distribution (as applicable) of the New Preferred Equity Interests will be made in reliance on and in compliance with exemptions from registration under the Securities Act, including, without limitation, section 1145 of the Bankruptcy Code and section 4(a)(2) under the Securities Act, as applicable (and in accordance with the descriptions thereof in the Plan and Disclosure Statement).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE FINANCING PARTIES

Each Financing Party, severally and not jointly, hereby represents and warrants as to itself only (unless otherwise set forth herein, as of the date of this Agreement and as of the Closing Date) as set forth below.

Section 5.1 Organization. Such Financing Party is a legal entity duly organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization.

Section 5.2 Organizational Power and Authority. Upon entry of the BCA Approval Order and the Confirmation Order, such Financing Party has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and each other Transaction Agreement to which such Financing Party is a party and to perform its obligations hereunder and thereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement and the other Transaction Agreements.

Section 5.3 Execution and Delivery; Enforceability. This Agreement and each other Transaction Agreement to which such Financing Party is a party (a) has been, or prior to its execution and delivery will be, duly and validly executed and delivered by such Financing Party and (b) upon entry of the

BCA Approval Order and the Confirmation Order and assuming due and valid execution and delivery hereof and thereof by the Company and the other Debtors (as applicable), will constitute valid and legally binding obligations of such Financing Party, enforceable against such Financing Party in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Laws limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 5.4 No Conflict. Assuming that the consents referred to in clauses (a) and (b) of Section 5.5 are obtained, the execution and delivery by such Financing Party of this Agreement and each other Transaction Agreement to which such Financing Party is a party, the compliance by such Financing Party with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (a) will not conflict with, or result in breach, modification, termination or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time or both), or result in the acceleration of, or the creation of any Lien under, any Contract to which such Financing Party is party or is bound or to which any of the property or assets or such Financing Party are subject, (b) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable constituent documents) of such Financing Party and (c) will not result in any material violation of any Law or Order applicable to such Financing Party or any of its properties, except in each of the cases described in clauses (a) or (c), for any conflict, breach, modification, termination, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit or materially and adversely impact such Financing Party's performance of its obligations under this Agreement.

Section 5.5 Consents and Approvals. No consent, approval, authorization, Order, registration or qualification of or with any Governmental Entity having jurisdiction over such Financing Party or any of its properties is required for the execution and delivery by such Financing Party of this Agreement and each other Transaction Agreement to which such Financing Party is a party, the compliance by such Financing Party with the provisions hereof and thereof and the consummation of the transactions (including the purchase by such Financing Party of the New Preferred Equity Interests) contemplated herein and therein, except (a) any consent, approval, authorization, Order, registration or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit or materially and adversely impact such Financing Party's performance of its obligations under this Agreement and each other Transaction Agreement to which such Financing Party is a party and (b) filings, notifications, authorizations, approvals, consents, clearances or termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement.

Section 5.6 No Registration. Such Financing Party, to the extent receiving any New Preferred Equity Interests, understands that (a) the New Preferred Equity Interests, the New Preferred Equity Participation Premium and the New Notes have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of such Financing Party's representations as expressed herein or otherwise made pursuant hereto and (b) the Unsubscribed Preferred Equity Interests, any New Preferred Equity Interests issued to such Financing Party (if such Financing Party is a Backstop Party) in satisfaction of the Financing Commitment Premium, any New Preferred Equity Interests issued to such Financing Party (if such Financing Party is a Backstop Party) as part of the Subscription Rights Offering following a transfer or assignment thereof (either directly or through transfer or assignment of the related Subscription Rights) pursuant to Section 2.9 and the Direct Investment Preferred Interests, the New Preferred Equity Participation Premium, and the New Notes, as applicable, issued to such Financing Party cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 5.7 Purchasing Intent. With respect to the Subscription Rights Offering, each Backstop Party is acquiring the Unsubscribed Preferred Equity Interests and any New Preferred Equity Interests issued to such Backstop Party in satisfaction of the Financing Commitment Premium, and, with respect to the Direct Investment Preferred Equity Raise, each Direct Investment Investor is acquiring the Direct Investment Preferred Interests, in each case with any New Preferred Equity Participation Premium issued on account of such New Preferred Equity Interests, for its own account or accounts or funds over which it holds voting or investment discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof in violation of applicable securities Laws, and such Financing Party has no present intention of selling, granting any other participation in, or otherwise distributing the same in violation of applicable securities Laws. With respect to the any New Notes issued to any New Debt Cash-Out Lender in satisfaction of such New Debt Cash-Out Lender's New Debt Cash-Out Commitment and/or in satisfaction of the Company's obligation to pay the New Debt Cash-Out Commitment Premium, each New Debt Cash-Out Lender is acquiring such New Notes, for its own account or accounts or funds over which it holds voting discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof in violation of applicable securities Laws, and such Financing Party has no present intention of selling, granting any other participation in, or otherwise distributing the same in violation of applicable securities Laws.

Section 5.8 Sophistication; Investigation. Such Financing Party has such knowledge, skill and experience in financial, business and investment matters such that it is capable of evaluating the merits, risks and consequences of its investment in the New Preferred Equity Interests, New Preferred Equity Participation Premium, and/or New Debt, as applicable, issued to such Financing Party. Such Financing Party is either (x) a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act ("Rule 144A") or an institutional "accredited investor" within the meaning of Rule 501(a) (1), (2), (3), (7), (8), (9), (12), or (13) of the Securities Act, in each case, having (or is a direct or indirect, wholly-owned subsidiary of any entity having) total assets in excess of $10 million, or (y) not a "U.S. Person" as such term is defined in Regulation S under the Securities Act ("Regulation S") and is not acquiring the New Preferred Equity Interests, New Preferred Equity Participation Premium and/or New Debt, as applicable, for the account or benefit of a U.S. person (as defined in Regulations S). Such Financing Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such New Preferred Equity Interests, New Preferred Equity Participation Premium, and/or New Debt, as applicable, for an indefinite period of time or complete loss of such investment). Such Financing Party further represents that it fully understands the limitations on transfer and restrictions on sales and other dispositions set forth in this Agreement. Such Financing Party acknowledges that it (a) has been furnished with, or has had access to, such information that it considers necessary or appropriate to make an informed investment decision with respect to the New Preferred Equity Interests, New Preferred Equity Participation Premium, and/or New Debt, as applicable, issued to such Financing Party and (b) has had an opportunity to ask questions of and receive answers from management of the Company regarding the intended business and financial affairs of the Company.

Section 5.9 No Broker's Fees. Such Financing Party is not a party to any Contract with any Person (other than the Transaction Agreements, the Moelis Engagement Letter, and any Contract giving rise to the Expense Reimbursement hereunder) that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Subscription Rights Offering, the Direct Investment Preferred Equity Raise or the sale of the Restricted Securities.

Section 5.10 Sufficient Funds. Such Financing Party has and shall have at Closing sufficient immediately available assets and the financial capacity to perform all of its obligations under this Agreement, including the ability to fully exercise all Subscription Rights that are issued to it pursuant to the Subscription Rights Offering, and fund such Financing Party's Subscription Rights Backstop Commitment, Direct Investment Commitment and New Debt Cash-Out Commitment, as applicable. For

the avoidance of doubt, such Financing Party acknowledges that its obligations under this Agreement and the other agreements contemplated hereunder are not conditioned in any manner upon its obtaining financing.

Section 5.11 Additional Securities Law Matters.

(a) Such Financing Party has been advised by the Company that the Unsubscribed Preferred Equity Interests, any New Preferred Equity Interests issued to such Backstop Party in satisfaction of the Financing Commitment Premium, any New Preferred Equity Interests issued to a Backstop Party as part of the Subscription Rights Offering following a transfer or assignment thereof (either directly or through transfer or assignment of the related Subscription Rights) pursuant to Section 2.9 and the Direct Investment Preferred Interests to be issued pursuant to the Direct Investment Preferred Equity Raise, the New Preferred Equity Participation Premium issued on account of such New Preferred Equity Interests, New Notes (and any other securities issued to the Financing Parties, to the extent that section 1145 of the Bankruptcy Code is not available) (collectively, the "Restricted Securities") are characterized as "restricted securities" under the Securities Act inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that such Financing Party must continue to bear the economic risk of the investment in such Restricted Securities unless the offer and sale of such Restricted Securities is subsequently registered under the Securities Act and all applicable state or foreign securities or "blue sky" Laws or an exemption from such registration is available.

(b) If such Financing Party is being issued the Restricted Securities pursuant to Regulation S, such Financing Party has been advised and acknowledges that: (i) in issuing and selling such securities to such person who is not a "U.S. person" (as defined in Regulation S) (a "Non-U.S. person") pursuant hereto, the Debtors are relying upon the "safe harbor" provided by Regulation S; (ii) it is a condition to the availability of the Regulation S "safe harbor" that the Restricted Securities not be offered or sold in the United States (as defined in Regulation S) or to a U.S. person until the expiration of the applicable "distribution compliance period" following the Closing Date and (iii) notwithstanding the foregoing, prior to the expiration of the applicable "distribution compliance period" after the Closing (the "Restricted Period"), the Restricted Securities may be offered and sold by the holder thereof only if such offer and sale is made in compliance with the terms of this Agreement and either: (X) if the offer or sale is within the United States or to or for the account of a U.S. person, the securities are offered and sold pursuant to an effective registration statement or pursuant to Rule 144 under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; or (Y) the offer and sale is outside the United States and to other than a U.S. person. Such Financing Party agrees that with respect to the Restricted Securities, until the expiration of the Restricted Period: (i) such Non-U.S. person, its agents or its Representatives have not and will not solicit offers to buy, offer for sale or sell any of the Restricted Securities, or any beneficial interest therein in the United States or to or for the account of a U.S. person and (ii) such Non-U.S. person shall not engage in hedging transactions with regard to such securities unless in compliance with the Securities Act. The restrictions in this Agreement applicable to such Financing Parties are binding upon subsequent transferees of the applicable Restricted Securities, except for transferees pursuant to an effective registration statement. Each such Financing Party agrees that after the Restricted Period, the Restricted Securities may be offered or sold within the United States or to or for the account of a U.S. person only pursuant to applicable securities Laws. Each such Financing Party acknowledges that at the time of the offering to such Financing Party and at the time of such Financing Party's execution of this Agreement, such Financing Party or persons acting on such Financing Party's behalf in connection therewith were located outside the United States.

(c) No such Financing Party, its Affiliates or any person acting on its or any of their behalf has engaged, or will engage, in any form of general solicitation or general advertising (within the

meaning of Rule 502(c) of the Securities Act) or directed selling efforts (within the meaning of Regulations S) in connection with the offering of the Restricted Securities.

(d) To such Financing Party's knowledge, such Financing Party is not purchasing the Restricted Securities as a result of any advertisement, article, notice or other communication regarding the Restricted Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement or directed selling efforts.

Section 5.12 Legal Proceedings. There are no Legal Proceedings pending or, to the knowledge of such Financing Party, threatened, to which the Financing Party or any of its subsidiaries is a party or to which any property of the Financing Party or any of its subsidiaries is the subject, in each case that will (or would be reasonably likely to) prohibit or materially impede such Financing Party's performance of its obligations under this Agreement or the other agreements contemplated hereunder.

Section 5.13 Beneficial Ownership. As of the date hereof, such Financing Party and its Affiliates were, collectively, the beneficial owner (or investment advisor or manager for the beneficial owner) of the aggregate principal amount of the Allowed First Lien Secured Claims set forth opposite its name on its signature page hereto, has full power to vote and dispose thereof, and has not entered into any agreement to transfer the foregoing where such transfer would prohibit such Financing Party from complying with its obligations hereunder or under the Plan or the Restructuring Support Agreement.

Section 5.14 No Other Representations or Warranties. Except for the representations and warranties contained in Article IV (including the Schedules and Exhibits to this Agreement), each Financing Party acknowledges that none of the Debtors nor any of their respective agents, Affiliates, officers, directors, employees, managers, operators, agents, Representatives, nor any other Person, makes or shall be deemed to make any representation or warranty to such Financing Party, express or implied, at law or in equity, on behalf of any Debtor or any Affiliate of any Debtor, and each Debtor and each of their respective Affiliates by this Agreement disclaim any such representation or warranty, whether by a Debtor, or any of their respective agents, Affiliates, officers, directors, employees, or Representatives or any other Person, notwithstanding the delivery or disclosure to such Financing Party, or any of its officers, directors, employees, agents or Representatives or any other Person of any documentation or other information by any Debtor or any of their respective agents, Affiliates, officers, directors, employees, agents or Representatives or any other Person with respect to any one or more of the foregoing.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.1 Orders Generally. In accordance with Section 7, and subject to Section 8, of the Restructuring Support Agreement, the Debtors shall use commercially reasonable efforts, consistent with the Restructuring Support Agreement and the Plan, to (a) obtain the entry of the BCA Approval Order, the Disclosure Statement Order, the Confirmation Order, and any DIP Orders supported by the Requisite Financing Parties and (b) cause the BCA Approval Order, the Disclosure Statement Order, the Confirmation Order, and any DIP Orders supported by the Requisite Financing Parties to become Final Orders (and request that such Order be effective immediately upon entry by the Bankruptcy Court pursuant to a waiver of Bankruptcy Rules 3020 and 6004(h), as applicable). The Debtors shall provide a reasonable opportunity to counsel to each of the Financing Parties (but in any event no less than two (2) days' prior to filing or, if two (2) calendar days' notice is not reasonably practicable, as soon as reasonably practicable thereafter) to review draft copies of the BCA Approval Order, the Disclosure Statement Order, the Confirmation Order, and any DIP Orders supported by the Requisite Financing Parties, and any material

pleadings, motions, declarations, supporting exhibits in connection therewith. The BCA Approval Order, the Disclosure Statement Order, the Confirmation Order, and any DIP Orders, and any amendments, modifications, changes or supplements thereto, shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement.

Section 6.2 Plan and Disclosure Statement. The Debtors shall provide a reasonable opportunity to counsel to each of the Financing Parties (but in any event no less than two (2) days' prior to filing or, if two (2) calendar days' notice is not reasonably practicable, as soon as reasonably practicable thereafter) to review draft copies of the Plan and Disclosure Statement. The Plan and Disclosure Statement, and any amendments, modifications, changes or supplements thereto, shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement.

Section 6.3 Conduct of Business. Except as expressly set forth in the Restructuring Support Agreement, the Plan (including the Restructuring Transaction Memorandum), or the Confirmation Order, or (B) as required by applicable Law or Order of the Bankruptcy Court (provided that no Debtor directly or indirectly petitioned, sought, requested or moved for such Order of the Bankruptcy Court or authorized, supported or directed any other Person to petition, seek, request or move for such Order of the Bankruptcy Court), during the period from the date of this Agreement to the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms (the "Pre-Closing Period"):

(a) the Company use commercially reasonable efforts to, and shall cause each of the other Debtors to use commercially reasonable efforts to:

(i) conduct its businesses and operations in the ordinary course in a manner that is consistent with past practices and in compliance with applicable law (taking into account the Restructuring Transactions and the pendency, if applicable, of the Chapter 11 Cases); and

(ii) maintain good standing under the Laws of the state or other jurisdiction in which each Debtor or subsidiary is formed, incorporated or organized.

(b) the Company shall not, and shall cause each of the other Debtors not to, directly or indirectly:

(i) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of the Restructuring Transactions or any of the other transactions described in the Restructuring Support Agreement or the Plan;

(ii) seek or solicit any Alternative Restructuring Proposal, except as expressly permitted pursuant to the Restructuring Support Agreement;

(iii) amend, modify, waive, supplement, restate, replace or terminate any material Contract, Company Organizational Document or Definitive Document, or enter into any new material Contract, in each case to the extent such action would reasonably be expected to conflict with, or adversely affect, the transactions contemplated hereby or thereby;

(iv) enter into, amend, modify or terminate (other than for cause) any material employment agreement to which the Debtors or any of their Subsidiaries is a party or any assumption of any such employment agreement in connection with the Chapter 11 Cases, except as set forth in the Plan;

(v) sell, lease, license, assign, transfer or otherwise dispose of any material property or assets (including any equity interests in any subsidiary) or permit the creation or incurrence of any Lien thereon, except as expressly contemplated by the DIP Facility or the Plan;

(vi) make or change any material tax election, change the tax classification of any Debtor, file any material amended tax return, enter into any "closing agreement" (within the meaning of Section 7121 of the Internal Revenue Code of 1986 or similar provision of state or local tax law) with respect to a material tax, surrender any right to claim a material tax refund, or seek any private letter ruling from the U.S. Internal Revenue Service, in each case, inconsistent with past practice except to the extent needed to comply with the terms of the Restructuring Support Agreement or any Definitive Document, subject to the consent rights set forth in the Restructuring Support Agreement;

(vii) incur, assume or guarantee any new indebtedness for borrowed money, issue any debt or equity securities or permit any encumbrance on any of its properties or assets, except as contemplated by the DIP Facility, the Plan, and/or the Definitive Documents, in each case consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement; or

(viii) merge, consolidate, liquidate, dissolve, recapitalize or reorganize, in each case other than as expressly contemplated by the Plan or the Restructuring Transactions.

Section 6.4 Access to Information; Confidentiality. In accordance with Section 7 of the Restructuring Support Agreement, and subject to applicable Law, upon reasonable notice during the Pre-Closing Period, the Debtors shall, and shall direct their employees, officers, directors, consultants, attorneys, accountants and other advisors and representatives to, provide the Financing Parties and their Representatives reasonable access, during normal business hours, under supervision of appropriate personnel of the Debtors and without any material disruption to the conduct of the Debtors' business, to (a) the Debtors' non-privileged material contracts, books and records which are not subject to a binding confidentiality agreement with any Person that is not a party to the Restructuring Support Agreement, and (b) the management and advisors of the Company Parties, in each case for the purposes of evaluating the Company Parties' assets, liabilities, operations, businesses, finances, strategies, prospects and affairs,. All requests for information and access made in accordance with this Section 6.4 shall be directed to an executive officer of the Company or such person as may be designated by the Company's executive officers; provided, however, that the Company may condition the provision of any information under this Section 6.4 on the entry by the applicable Financing Party into a customary non-disclosure agreement with the Company, in form and substance substantially similar to those certain existing Confidentiality Agreements between the Debtors and each of the members of the Secured Ad Hoc Group.

Section 6.5 Financial Information. During the Pre-Closing Period, the Company shall deliver to each Financing Party that reasonably so requests and their respective counsel and financial advisors, subject to appropriate assurance of confidential treatment, all statements and reports the Company is required to deliver pursuant to the DIP Documents (the "Financial Reports"). Neither any waiver by the lenders or other counterparties under the DIP Documents of their right to receive the Financial Reports nor any amendment or termination of such agreement or instrument shall affect the Company's obligation to deliver the Financial Reports to the Financing Parties and their respective counsel and financial advisors in accordance with the terms of this Agreement.

Section 6.6 Commercially Reasonable Efforts.

(a) Without in any way limiting any other respective obligation of the Company or any Financing Party in this Agreement, each Party, as applicable, shall use (and the Company shall cause the other Debtors to use) commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement and the Plan, including using commercially reasonable efforts in:

(i) timely preparing and filing all documentation reasonably necessary to effect all necessary notices, reports and other filings of such Person and to obtain as promptly as practicable all material consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or Governmental Entity;

(ii) cooperating with the defense of any Legal Proceedings in any way challenging (A) this Agreement, the Plan or any other Transaction Agreement, (B) the BCA Approval Order, or the Confirmation Order or (C) the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining Order entered by any Governmental Entity vacated or reversed; and

(iii) working together in good faith to finalize the organizational documents of the Company as contemplated by the Plan and the Restructuring Support Agreement, the Transaction Agreements and all other documents relating thereto for timely inclusion in the Plan and filing with the Bankruptcy Court.

(b) Subject to applicable Laws or applicable rules relating to the exchange of information, and in accordance with the Restructuring Support Agreement, the Financing Parties and the Company shall have the right to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Financing Parties or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or Governmental Entity in connection with the transactions contemplated by this Agreement or the Plan; provided, however, that neither the Debtors nor the Financing Parties are required pursuant to this Agreement to provide for review in advance any monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto, or any declarations or other evidence submitted in connection with any filing with the Bankruptcy Court. In exercising the foregoing rights, the Parties shall act as reasonably and as promptly as practicable.

(c) Nothing contained in this Section 6.6 shall limit the ability of any Financing Party to consult with the Debtors, to appear and be heard, or to file objections, concerning any matter arising in the Chapter 11 Cases to the extent not inconsistent with the terms set forth in this Agreement, the Restructuring Support Agreement, or the Plan.

Section 6.7 Company Organizational Documents. The Plan will provide that on the Effective Date, the Company Organizational Documents will be in form and substance consistent with the Governance Term Sheet attached to the Restructuring Support Agreement, and shall otherwise be in form consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement.

Section 6.8 Blue Sky. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Restricted Securities to the Financing Parties pursuant to this Agreement under applicable securities and "Blue Sky" Laws of the states of the United States (or to obtain an exemption

from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Financing Parties on or prior to the Closing Date. The Company shall timely make all filings and reports relating to the offer and sale of the Restricted Securities issued hereunder required under applicable securities and "Blue Sky" Laws of the states of the United States following the Closing Date. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 6.8. The Financing Parties shall provide such necessary information reasonably requested by the Company based on the advice of counsel to enable it to comply with this covenant.

Section 6.9 No Integration; No General Solicitation. Neither the Company nor any of its Affiliates will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act) that is or will be integrated with the sale of the New Preferred Equity Interests in a manner that would require registration of the New Preferred Equity Interests to be issued by the Company on the Effective Date under the Securities Act. None of the Debtors or any of their Affiliates or any other Person acting on its or their behalf will solicit offers for, or offer or sell, any New Preferred Equity Interests by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D promulgated under the Securities Act or in any manner involving a public offering within the meaning of section 4(a)(2) of the Securities Act.

Section 6.10 DTC Eligibility. The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly make the New Common Equity and New Preferred Equity eligible for deposit with DTC.

Section 6.11 Use of Proceeds. The Debtors will apply the proceeds from the Direct Investment Preferred Equity Raise and the Subscription Rights in accordance with this Agreement, the Plan and Confirmation Order.

Section 6.12 Legend. Each certificate evidencing Restricted Securities (and any other New Preferred Equity Interests, to the extent that section 1145 of the Bankruptcy Code is not available) shall be stamped or otherwise imprinted with a legend (the "Legend") in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

Such Restricted Securities may also bear additional legends as may be required under Regulation S or other applicable Law and pursuant to the New Governance Documents.

In the event that any such Restricted Securities are uncertificated, such Restricted Securities shall be subject to a restrictive notation substantially similar to the Legend in the share ledger or other appropriate records maintained by the Company or agent and the term "Legend" shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such shares (or the stock ledger or other appropriate Company records, in the case of uncertified shares) as soon as practicable after the restrictions described in such Legend cease to be applicable, including, as applicable, when such shares may be sold under Rule 144 of the Securities Act without volume or manner of sale restrictions.

Section 6.13 Antitrust Approval.

(a) [Each Party agrees to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and make effective the transactions contemplated by this Agreement, the Plan and the other Transaction Agreements, including (i) if applicable, filing, or causing to be filed, the Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission and any filings, notifications, notices or submissions (or, if required by any Antitrust Authority, any drafts thereof) under any other Antitrust Laws that are necessary to consummate and make effective the transactions contemplated by this Agreement as soon as reasonably practicable (and with respect to any filings required pursuant to the HSR Act, no later than fifteen (15) Business Days following the date hereof) and (ii) promptly furnishing any documents or information reasonably requested by any Antitrust Authority.

(b) The Company and each Financing Party subject to an obligation pursuant to the Antitrust Laws to notify any transaction contemplated by this Agreement, the Plan or the other Transaction Agreements that has notified the Company in writing of such obligation (each such Financing Party, a "Filing Party") agree to reasonably cooperate with each other as to the appropriate time of filing such notification and its content. The Company and each Filing Party shall, to the extent permitted by applicable Law and reasonably practicable: (i) promptly notify each other of, and if in writing, furnish each other with copies of (or, in the case of material oral communications, advise each other orally) of any material communications from or with an Antitrust Authority; (ii) not participate in any meeting with an Antitrust Authority unless it consults with each other Filing Party and the Company, as applicable, in advance and, to the extent permitted by the Antitrust Authority and applicable Law, give each other Filing Party and the Company, as applicable, a reasonable opportunity to attend and participate thereat; (iii) furnish each other Filing Party and the Company, as applicable, with copies of all material correspondence and communications between such Filing Party or the Company and the Antitrust Authority; (iv) furnish each other Filing Party with such necessary information and reasonable assistance as may be reasonably necessary in connection with the preparation of necessary filings or submission of information to the Antitrust Authority and (v) not withdraw its filing, if any, under the HSR Act without the prior written consent of the Requisite Financing Parties and the Company.

(c) The Company and each Filing Party shall use their commercially reasonable efforts to obtain all authorizations, approvals, consents or clearances under any applicable Antitrust Laws or to cause the termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement at the earliest possible date after the date of filing. The communications contemplated by this Section 6.13 may be made by the Company or a Filing Party on an outside counsel-only basis or subject to other agreed upon confidentiality safeguards. The obligations in this Section 6.13 shall not apply to filings, correspondence, communications or meetings with Antitrust Authorities unrelated to the transactions contemplated by this Agreement, the Plan or the other Transaction Agreements].

Section 6.14 Bankruptcy Communications. The Debtors shall promptly notify the Financing Parties of any material developments in the Chapter 11 Cases, including the filing of any motion, application or pleading that could reasonably be expected to affect the Subscription Rights Offering, the Direct Investment Preferred Equity Raise, the Subscription Rights Backstop Commitments, the Direct Investment Commitments, the New Debt Cash-Out Election, the New Debt Cash-Out Commitments or the transactions contemplated by this Agreement.

Section 6.15 Rule 144A Transferability. The Company shall use commercially reasonable efforts in accordance with the Governance Term Sheet attached to the Restructuring Support

Agreement to facilitate, as soon as reasonably practicable after the Effective Date, the transferability of New Preferred Equity Interests pursuant to Rule 144A, including by complying with the requirements under Rule 144(A)(d)(4) and any other applicable securities Laws.

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 7.1 Conditions to the Obligations of the Financing Parties. The obligations of each Financing Party to consummate the transactions contemplated hereby shall be subject to (unless waived in accordance with Section 7.2) the satisfaction of the following conditions prior to or at the Closing:

(a) BCA Approval Order. The Bankruptcy Court shall have entered the BCA Approval Order, which shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement, and such Order shall be a Final Order and shall not have been vacated, reversed or stayed, and shall otherwise remain in full force and effect.

(b) Disclosure Statement Order. The Bankruptcy Court shall have entered the Disclosure Statement Order, which shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement, and such Order shall be a Final Order and shall not have been vacated, reversed or stayed, and shall otherwise remain in full force and effect.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement, and such Order shall be a Final Order and shall not have been vacated, reversed or stayed, and shall otherwise remain in full force and effect.

(d) Plan. The Debtors shall have complied, in all material respects, with the terms of the Plan that are to be performed by the Debtors on or prior to the Effective Date and the conditions to the occurrence of the Effective Date (other than any conditions relating to the occurrence of the Closing) set forth in the Plan shall have been satisfied or waived in accordance with the terms of the Plan.

(e) Subscription Rights Offering. The Subscription Rights Offering shall have been conducted, in all material respects, in accordance with the Subscription Rights Procedures and this Agreement, and the Subscription Rights Expiration Time with respect to the Subscription Rights Offering shall have occurred.

(f) Effective Date. The Effective Date shall have occurred, or shall be deemed to have occurred, concurrently with the Closing, as applicable, in accordance with the terms and conditions in the Plan and in the Confirmation Order.

(g) Company Organizational Documents. The Company Organizational Documents, which shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement, shall have been duly authorized, adopted and approved, and shall be in full force and effect.

(h) Expense Reimbursement. The Debtors shall have paid all Expense Reimbursements accrued through the Closing Date pursuant to Section 3.3.

(i) Financing Commitment Premium. The Debtors shall have paid (or such amounts shall be paid concurrently with the Closing) to each Backstop Party the applicable amount of the Financing Commitment Premium as set forth in Section 3.1.

(j) Regulatory Approvals. All applicable waiting periods imposed by any Governmental Entity or Antitrust Authority in connection with the transactions contemplated by this Agreement shall have terminated or expired and all authorizations, approvals, consents or clearances under the Antitrust Laws or otherwise required by a Governmental Entity in connection with the transactions contemplated by this Agreement shall have been obtained.

(k) No Legal Impediment to Issuance. No Law or Order shall have become effective or been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement.

(l) Representations and Warranties.

(i) The representations and warranties of the Debtors contained in Section 4.9 (*Financial Statements*), Section 4.10 (*Absence of Certain Changes*), Section 4.24 (*Investment Company Act*) and Section 4.26 (*Disclosure Statement*) shall be true and correct in all respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(ii) The representations and warranties of the Debtors contained in Section 4.1 (*Organization and Qualification*), Section 4.2 (*Corporate Power and Authority*), Section 4.3 (*Capitalization*), Section 4.4 (*Issuance*), Section 4.6 (*No Conflict*), Section 4.21 (*No Unlawful Payments*), Section 4.22 (*Compliance with Money Laundering and Sanctions Laws*) and Section 4.23 (*No Broker's Fees*) shall be true and correct in all material respects on and as of the Closing Date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct in all material respects only as of the specified date).

(iii) The representations and warranties of the Debtors contained in this Agreement other than those referred to in clauses (i) and (ii) above shall be true and correct (disregarding all materiality or Material Adverse Effect qualifiers) on and as of the Closing Date after giving effect to the Plan with the same effect as if made on and as of the Closing Date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date), except where the failure to be so true and correct does not constitute, individually or in the aggregate, a Material Adverse Effect.

(m) Covenants. The Debtors shall have performed and complied, in all material respects, with all of their respective covenants and agreements contained in this Agreement that contemplate, by their terms, performance or compliance prior to the Closing Date.

(n) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred, and there shall not exist, any Event that has had or reasonably would be expected to have, individually or in the aggregate, a Material Adverse Effect.

(o) Officer's Certificate. The Financing Parties shall have received on and as of the Closing Date a certificate of the chief executive officer or chief financial officer of the Company confirming that the conditions set forth in Sections 7.1(l) (*Representations and Warranties*), (m) (*Covenants*) and (n) (*Material Adverse Effect*) have been satisfied.

(p) Funding Notices. The Financing Parties shall have received the Funding Notices in accordance with the terms of Section 2.4.

(q) Restructuring Support Agreement. The Restructuring Support Agreement shall remain in full force and effect in accordance with its respective terms and shall not have been terminated in accordance with its respective terms (including for the avoidance of doubt in accordance with Section 5.01(c)) as to the applicable Financing Party or its Affiliates or Related Funds.

(r) DIP Compliance. The Debtors shall have complied in all material respects with the terms of the DIP Orders and the DIP Credit Agreement, including adherence to the DIP budget and any reporting obligations thereunder, and there shall not exist any "Default" or "Event of Default" under the DIP Credit Agreement that has occurred and is continuing, or would reasonably be expected to occur, individually or in the aggregate, as result of the transactions contemplated hereby.

(s) Plan Sponsor Equity Investment. The consummation of the Plan Sponsor Equity Investment shall have occurred, or shall occur concurrently with the Closing, in accordance with the terms and conditions in the Plan and the Plan Sponsor Equity Purchase Agreement.

(t) Exit Facilities. Each of the New Term Loan Facility, New Notes Indenture and the New ABL Facility shall have become effective and shall otherwise be in form and substantially in accordance with the Plan.

Section 7.2 Waiver of Conditions to Obligations of Financing Parties. All or any of the conditions set forth in Section 7.1 may only be waived in whole or in part with respect to all Financing Parties by a written instrument executed by the Requisite Financing Parties in their reasonable discretion and if so waived, all Financing Parties shall be bound by such waiver; provided that (x) Section 7.1(q) cannot be waived as to any individual Financing Party if the Restructuring Support Agreement has been terminated with respect to such Financing Party and/or all of its Affiliates and Related Funds that were party to the Restructuring Support Agreement (unless such termination was a result of a material breach by such Financing Party or any of its Affiliates and Related Funds of the Restructuring Support Agreement) and (y) Section 7.1(e), (f) and (i) cannot be waived as to any individual Financing Party without the consent of such Financing Party.

Section 7.3 Conditions to the Obligations of the Debtors. The obligations of the Debtors to consummate the transactions contemplated hereby with the Financing Parties is subject to (unless waived by the Company in writing) the satisfaction of each of the following conditions:

(a) BCA Approval Order. The Bankruptcy Court shall have entered the BCA Approval Order, and such Order shall be a Final Order.

(b) Disclosure Statement Order. The Bankruptcy Court shall have entered the Disclosure Statement Order, which shall be in form and substance consistent with, and subject to the consent rights set forth in, the Restructuring Support Agreement, and such Order shall be a Final Order.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, and such Order shall be a Final Order.

(d) Effective Date. The Effective Date shall have occurred, or shall be deemed to have occurred, concurrently with the Closing, as applicable, in accordance with the terms and conditions in the Plan and in the Confirmation Order.

(e) Regulatory Approvals. All applicable waiting periods imposed by any Governmental Entity or Antitrust Authority in connection with the transactions contemplated by this Agreement shall have terminated or expired and all authorizations, approvals, consents or clearances under the Antitrust Laws or otherwise required by any Governmental Entity in connection with the transactions contemplated by this Agreement shall have been obtained.

(f) No Legal Impediment to Issuance. No Law or Order shall have become effective or been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement.

(g) Representations and Warranties. The representations and warranties of the Financing Parties shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct in all material respects only as of the specified date), except where the failure to be so true and correct would not, individually or in the aggregate, prevent or materially impede the Financing Parties from consummating the transactions contemplated by this Agreement.

(h) Covenants. The Financing Parties shall have performed and complied, in all material respects, with all of their covenants and agreements contained in this Agreement and in any other document delivered pursuant to this Agreement except where the failure to perform or comply would not, individually or in the aggregate, prevent or materially impede the Financing Parties from consummating the transactions contemplated by this Agreement.

(i) Restructuring Support Agreement. The Restructuring Support Agreement remains in full force and effect in accordance with its terms and shall not have been terminated in accordance with its terms (including for the avoidance of doubt in accordance with Section 5.01(c)).

(j) Limited Liability Company Agreement. Each Financing Party shall have properly delivered its signature page to the [amended and restated] limited liability company agreement of the Company to the Company (or its Representatives) in advance of the Closing Date.

ARTICLE VIII

INDEMNIFICATION AND CONTRIBUTION

Section 8.1 Indemnification Obligations. Following the entry of the BCA Approval Order, the Debtors (the "Indemnifying Parties" and each, an "Indemnifying Party") shall, jointly and severally, indemnify and hold harmless each Financing Party and its Affiliates, equity holders, members, partners, general partners, managers and its and their respective Representatives and controlling persons (each, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and costs and expenses (other than Taxes imposed on or measured by net income and franchise or similar Taxes imposed in lieu of net income Taxes) (collectively, "Losses") that any such Indemnified Person may incur or to which any such Indemnified Person may become subject arising out of or in connection with this Agreement, including the Subscription Rights Backstop Commitment, the Subscription Rights Offering, the Direct Investment Preferred Equity Raise, the New Debt Cash-Out Election, the New Debt Cash-Out Commitment, the payment of the Financing Commitment Premium, the Termination Payment, or the use of the proceeds of the Subscription Rights Offering and/or Direct Investment Preferred Equity Raise, or any claim, challenge, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such proceedings are brought by the Debtors, their respective equity holders, Affiliates, creditors or any other Person, and reimburse each

Indemnified Person upon demand for reasonable documented out-of-pocket (with such documentation subject to redaction to preserve attorney client and work product privileges) legal or other third-party expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether or not the transactions contemplated by this Agreement or the Plan are consummated or whether or not this Agreement is terminated; provided that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses (a) as to a Defaulting Financing Party, its Related Parties or any Indemnified Person related thereto, to the extent caused by a Financing Party Default by such Financing Party or any breach of this Agreement by such Financing Party or (b) to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the fraud, bad faith, willful misconduct, or gross negligence of such Indemnified Person.

Section 8.2 Indemnification Procedure. Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, challenge, litigation, investigation or proceeding (an "Indemnified Claim"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; provided that (a) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (b) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to such Indemnified Person otherwise than on account of this Article VIII. In case any such Indemnified Claims are brought against any Indemnified Person and such Indemnified Person notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, at its election by providing written notice to such Indemnified Person, the Indemnifying Party will be entitled to assume the defense thereof, with counsel reasonably acceptable to such Indemnified Person; provided that if the parties (including any impleaded parties) to any such Indemnified Claims include both such Indemnified Person and the Indemnifying Party and based on advice of such Indemnified Person's counsel there are legal defenses available to such Indemnified Person that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claims. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election to so assume the defense of such Indemnified Claims with counsel reasonably acceptable to the Indemnified Person, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof or participation therein (other than reasonable documented out-of-pocket costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel (in addition to any local counsel) in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel representing the Indemnified Persons who are parties to such Indemnified Claims (in addition to one local counsel in each jurisdiction in which local counsel is required)), (ii) the Indemnifying Party shall not have employed counsel reasonably acceptable to such Indemnified Person to represent such Indemnified Person within a reasonable time after the Indemnifying Party has received notice of commencement of the Indemnified Claims from, or delivered on behalf of, the Indemnified Person, (iii) after the Indemnifying Party assumes the defense of the Indemnified Claims, the Indemnified Person determines in good faith that the Indemnifying Party has failed or is failing to defend such claim and provides written notice of such determination and the basis for such determination, and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice by the Indemnifying Party or (iv) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person.

Section 8.3 Settlement of Indemnified Claims. In connection with any Indemnified Claim for which an Indemnified Person is assuming the defense in accordance with this Article VIII, the Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected by such Indemnified Person without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). If any settlement of any Indemnified Claims is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Indemnified Claims, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Indemnifying Party hereunder in accordance with, and subject to the limitations of, this Article VIII. Notwithstanding anything in this Article VIII to the contrary, if at any time an Indemnified Person shall have requested the Indemnifying Party to reimburse such Indemnified Person for legal or other expenses in connection with investigating, responding to or defending any Indemnified Claims as contemplated by this Article VIII, the Indemnifying Party shall be liable for any settlement of any Indemnified Claims effected without its written consent if (i) such settlement is entered into more than sixty (60) days after receipt by the Indemnifying Party of such request for reimbursement and (ii) the Indemnifying Party shall not have reimbursed such Indemnified Person in accordance with such request prior to the date of such settlement. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall be granted or withheld, conditioned or delayed in the Indemnified Person's sole discretion), effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Indemnified Claims and (ii) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

Section 8.4 Contribution. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless from Losses that are subject to indemnification pursuant to Section 8.1, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party, on the one hand, and all Indemnified Persons, on the other hand, shall be deemed to be in the same proportion as (a) the total value received or proposed to be received by the Company pursuant to the issuance and sale of the Unsubscribed Preferred Equity Interests in the Subscription Rights contemplated by this Agreement and the Plan bears to (b) the Financing Commitment Premium paid or proposed to be paid to the Financing Parties. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based on their comparative or contributory negligence or otherwise to the Indemnifying Parties, any Person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other Person in connection with an Indemnified Claim.

Section 8.5 Treatment of Indemnification Payments. All amounts paid by an Indemnifying Party to an Indemnified Person under this Article VIII shall, to the extent permitted by applicable Law, be treated as adjustments to the Per Preferred Interest Purchase Price for all Tax purposes. The provisions of this Article VIII are an integral part of the transactions contemplated by this Agreement and without these provisions the Financing Parties would not have entered into this Agreement. The BCA Approval Order shall provide that the obligations of the Company under this Article VIII shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and are payable without further Order of the Bankruptcy Court, and that the Company may comply with the requirements of this Article VIII without further Order of the Bankruptcy Court.

Section 8.6 No Survival. All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing Date, such that no claim for breach thereof or detrimental reliance thereon or any other right or remedy may be brought with respect thereto, except for covenants and agreements that by their terms are to be satisfied after the Closing Date, which covenants and agreements shall survive until satisfied in accordance with their terms. Notwithstanding the foregoing, the indemnification and other obligations of the Debtors pursuant to this Article VIII and the other obligations set forth in Section 3.4 and Section 2.8 shall survive the Closing Date until the latest date permitted by applicable Law and, if applicable, be assumed by the Reorganized Debtors and their Subsidiaries.

ARTICLE IX

TERMINATION

Section 9.1 Consensual Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date by mutual written consent of the Company and the Requisite Financing Parties.

Section 9.2 Automatic Termination. Except as otherwise provided in this Article V, this Agreement shall terminate automatically without further action or notice by any Party if any of the following occurs:

(a) (i) any of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case or (ii) a chapter 11 trustee with expanded powers or an examiner with enlarged powers relating to the operation of the businesses of the Debtors beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases or any of the Debtors shall file a motion or other request for such relief;

(b) both (i) the Company or any of the Debtors have entered into a definitive written agreement contemplating entry into an Alternative Restructuring Proposal and (ii) the Cooperation Period has (as defined in the Restructuring Support Agreement) expired in accordance with the terms of the Restructuring Support Agreement; or

(c) the Restructuring Support Agreement is terminated (i) with respect to the Consenting First Lien Lenders or (ii) as to all parties thereto, in each case, in accordance with its terms (including, for the avoidance of doubt, Section 5.01(c) thereof).

Section 9.3 Termination by the Requisite Financing Parties. Subject to Section 9.5(d), this Agreement may be terminated by the Requisite Financing Parties upon written notice to the Company if any of the following occurs:

(a) (i) the Bankruptcy Court has not entered or denies entry of the BCA Approval Order or (ii) the Bankruptcy Court has not entered the Confirmation Order, for each, on or prior to the applicable milestone agreed to in the Restructuring Support Agreement (as may be waived or extended under the terms thereof);

(b) any Law or final and non-appealable Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the Subscription Rights or the transactions contemplated by this Agreement or the other Transaction Agreements, in a way that cannot be remedied by the Debtors in a manner reasonably acceptable to the Requisite Financing Parties (and such action has not been reversed or vacated within twenty (20) calendar days after its issuance);

(c) the Closing Date has not occurred on or prior to the earlier of (i) the Maturity Date (as defined in the DIP Documents) and (ii) the applicable milestone agreed to in the Restructuring Support Agreement (as may be waived or extended under the terms thereof) (such date, the "Outside Date");

(d) upon the occurrence of each of (A) the Company or any of the other Debtors shall have breached any representation, warranty, covenant or other agreement made by the Company or the other Debtors in this Agreement or any such representation or warranty shall have become inaccurate and such breach or inaccuracy would, individually or in the aggregate, cause a condition set forth in Section 7.1(l) (*Representations and Warranties*), Section 7.1(m) (*Covenants*) or Section 7.1(n) (*Material Adverse Effect*) not to be satisfied, (B) the Requisite Financing Parties shall have delivered written notice of such breach or inaccuracy to the Company, (C) such breach or inaccuracy is not cured by the Company or the other Debtors by the tenth (10th) Business Day after receipt of such notice and (D) as a result of such failure to cure, any condition set forth in Section 7.1(l) (*Representations and Warranties*), Section 7.1(m) (*Covenants*) or Section 7.1(n) (*Material Adverse Effect*) is not capable of being satisfied; provided that this Agreement may not be terminated on account of a Termination Event under this Section 9.3(d) if any of the Financing Parties constituting the Requisite Financing Parties are then in willful or intentional breach of this Agreement;

(e) any of the following occurs: (i) any Debtor enters into, or seeks authority from the Bankruptcy Court to enter into, any Contract providing for an Alternative Restructuring Proposal, or files any motion or application seeking authority to propose, join in, or participate in the formation of any actual or proposed Alternative Restructuring Proposal; (ii) the Bankruptcy Court approves or authorizes any Alternative Restructuring Proposal; or (iii) any Debtor (A) amends or modifies, or seeks authority to amend or modify, any Definitive Documents in a manner materially inconsistent with the Restructuring Support Agreement; or (B) suspends or revokes any Transaction Agreement;

(f) the BCA Approval Order or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated or reconsidered, or any such Order is modified or amended after entry without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Financing Parties in a manner that prevents or prohibits the consummation of the transactions contemplated by this Agreement or the other Transaction Agreements in a way that cannot be remedied by the Debtors in a manner reasonably acceptable to the Requisite Financing Parties (and such action has not been reversed or vacated within ten (10) calendar days after its issuance); or

(g) any of the Orders approving this Agreement, the Subscription Rights Procedures, the Plan or the Disclosure Statement or the Confirmation Order are reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Financing Parties (and such action has not been reversed or vacated within ten (10) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Financing Parties.

Section 9.4 Termination by the Company. This Agreement may be terminated by the Company on behalf of the Debtors upon written notice to each Financing Party if:

(a) any Law or final and non-appealable Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the Subscription Rights or the transactions contemplated by this Agreement or the other Transaction Agreements in a way that cannot be remedied by the Debtors in a manner reasonably acceptable to the Requisite Financing Parties;

(b) subject to the right of the Financing Parties to arrange a Backstop Party Replacement or Direct Investment Investor Replacement, as applicable, in accordance with Section 2.3(a) (which will be deemed to cure any breach by the replaced Financing Party pursuant to this subsection (b)), as to an applicable Financing Party, (i) such Financing Party shall have materially breached any representation, warranty, covenant or other agreement made by such Financing Party in this Agreement or any such representation or warranty shall have become inaccurate and such breach or inaccuracy would, individually or in the aggregate, cause a condition set forth in Section 7.3(g) (*Representations and Warranties*) or Section 7.3(h) (*Covenants*) not to be satisfied, (ii) the Company shall have delivered written notice of such breach or inaccuracy to such Financing Party, (iii) such breach or inaccuracy is not cured by such Financing Party by the tenth (10^{th}) Business Day after receipt of such notice and (iv) as a result of such failure to cure, any condition set forth in Section 7.3(g) (*Representations and Warranties*) or Section 7.3(h) (*Covenants*) is not capable of being satisfied; provided that this Agreement may not be terminated on account of a Termination Event under this Section 9.4(b) if the Company is then in willful or intentional breach of this Agreement;

(c) the Company determines, after receiving advice from outside counsel, that proceeding with the Restructuring Transactions (including the Plan or solicitation of the Plan) would be inconsistent with the exercise of the fiduciary duties of the board of directors or analogous governing body of the Company; provided that, concurrently with such termination, the Company pays the Termination Payment in cash if payable pursuant to Section 3.2;

(d) the BCA Approval Order or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Company in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Financing Parties subject to the reasonable satisfaction of the Debtors (and such action has not been reversed or vacated within ten (10) calendar days after its issuance); or

(e) any of the Orders approving the Restructuring Support Agreement, this Agreement, the Subscription Rights Procedures, the Plan or the Disclosure Statement or the Confirmation Order are reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or consent (not to be unreasonably withheld, conditioned or delayed) of the Company (and such action has not been reversed or vacated within ten (10) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Financing Parties subject to the reasonable satisfaction of the Debtors;

provided that it is acknowledged and agreed that any termination of this Agreement pursuant to this Section 9.4 shall not limit nor be deemed to limit the Cooperation Period as among the Consenting Stakeholders (as defined in the Restructuring Support Agreement), which Cooperation Period shall remain in full force and effect.

Section 9.5 Effect of Termination; Qualifying Consenting Stakeholder Termination Events.

(a) Upon termination of this Agreement pursuant to this Article IX, this Agreement shall forthwith become void and of no force or effect and there shall be no further obligations or liabilities on the part of the Parties; provided that (i) the obligations of the Debtors to pay the Expense Reimbursement pursuant to Article III, to satisfy their indemnification obligations pursuant to Article VIII and to pay the Termination Payment if payable pursuant to (and in accordance with) Section 9.5(b) shall survive the

termination of this Agreement and shall remain in full force and effect, in each case, until such obligations have been satisfied, (ii) the provisions set forth in Article VIII, this Section 9.5 and Article X shall survive the termination of this Agreement in accordance with their terms and (iii) subject to Section 10.10 (*Damages*), nothing in this Section 9.5 shall relieve any Party from liability for its gross negligence or any willful or intentional breach of this Agreement. For purposes of this Agreement, "willful or intentional breach" means a breach of this Agreement that is a consequence of an act undertaken by the breaching Party with the knowledge that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

(b) If (i) this Agreement shall be terminated for any reason other than (A) pursuant to Section 9.4(b) or (B) as a result of a termination of the Restructuring Support Agreement pursuant to Section 12.05 thereof following the consummation of the Closing of the transactions contemplated hereby or (ii) the emergence of the Debtors from the Chapter 11 Cases occurs prior to the consummation of the Closing of the transactions contemplated herein, the Company shall, promptly following the date of such termination, pay the Termination Payment entirely in cash, free and clear of any withholding or deduction for any applicable Taxes (except for any Taxes arising as a result of a Backstop Party's failure to provide a reasonably requested Tax form establishing complete exemption from the withholding, provided that such Person was legally entitled to provide such tax form), to the Financing Parties or their designees *pro rata* based on each Financing Party's relative portion of the total Subscription Rights Backstop Commitments and Direct Investment Commitments, calculated in a manner consistent with the allocation of the Financing Commitment Premium. If this Agreement is terminated pursuant to Section 9.4(b), then the Termination Payment will become payable on the date of termination to the non-breaching Financing Parties or their designees as set forth in this Section 9.5(b). For the avoidance of doubt, the Financing Commitment Premium shall be deemed fully earned upon the effectiveness of this Agreement and shall be payable in cash upon the earliest to occur of: (A) the termination of the Subscription Rights Backstop Commitments, (B) the termination of this Agreement (except as otherwise set forth in this Section 9.5(b)) or (C) the emergence of the Debtors from the Chapter 11 Cases, in each case, if such event occurs prior to the consummation of the Closing of the transactions contemplated herein (including, without limitation, the issuance of the New Preferred Equity Interests). The Financing Commitment Premium shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses of the Company's estate under sections 503(b) and 507 of the Bankruptcy Code.

(c) For the avoidance of doubt, if this Agreement is terminated prior to the consummation of the Closing, each Financing Party shall be deemed to have automatically revoked and withdrawn any exercise of its Subscription Rights, without any further action, and any such exercise shall be null and void *ab initio*. In such event, the Company shall not accept or give effect to any such exercises and shall take all actions reasonably necessary to ensure that any corresponding subscriptions are disregarded or unwound in accordance with the Subscription Rights Procedures.

(d) Notwithstanding anything to the contrary in this Agreement, each of the Parties expressly acknowledges, covenants, and agrees that (i) the Financing Parties shall not be entitled to terminate this Agreement on account of a Termination Event that is a Qualifying Consenting Stakeholder Termination Event unless the Restructuring Support Agreement has been terminated by the "Required First Lien Consenting Lenders" under the Restructuring Support Agreement in accordance with its terms (including, for the avoidance of doubt, Section 5.01(c) thereof) and (ii) the Financing Parties shall not be entitled, and shall not take any action, to terminate the Restructuring Support Agreement on account of a termination of this Agreement by the Company or the other Debtors, unless such Financing Parties are otherwise permitted to terminate this Agreement and the Restructuring Support Agreement in accordance with its terms (including, for the avoidance of doubt, Section 5.01(c) thereof); provided, further, that during the pendency of any Cooperation Period (as defined in the Restructuring Support Agreement), the occurrence and continued existence of any Termination Event shall suspend the obligations of each

Financing Party to consummate the transactions contemplated by this Agreement unless (x) otherwise agreed by the Requisite Financing Parties or (y) the applicable default giving rise to such Cooperation Period shall have been cured.

ARTICLE X.

GENERAL PROVISIONS

Section 10.1 Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Company or any of the Debtors, to:

Labels Buyer, LLC
4053 Clough Woods Drive
Batavia, OH 45103
Attn: Linn Harson
E-mail address: linn.harson@mcclabel.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Steven N. Serajeddini, P.C.;
E-mail address: steven.serajeddini@kirkland.com;

and

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attn: Rachael M. Bentley; Peter A. Candel; Ashley L. Surinak
Email address: rachael.bentley@kirkland.com
peter.candel@kirkland.com
ashley.surinak@kirkland.com

(b) if to the Financing Parties:

To each Financing Party at the addresses or email addresses set forth below the Financing Party's signature in its signature page to this Agreement.

with copies to (which shall not constitute notice):

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attn: Evan Fleck; Matt Brod; Jason Anderson
Email address: efleck@milbank.com
mbrod@milbank.com
jtanderson@milbank.com

and (solely with respect to Financing Parties affiliated with the Plan Sponsor):

Debevoise & Plimpton LLP
66 Hudson Boulevard, New York, New York 10001
Attn: Scott B. Selinger and Brett Novick
Email address: sbselinger@debevoise.com;
bmnovick@debevoise.com

and

Latham & Watkins LLP
1271 Avenue of the Americas
New York, New York 10020
Attn: Ray C. Schrock, Ryan Preston Dahl, and Candace M. Arthur
Email address: ray.schrock@lw.com
ryan.dahl@lw.com
candace.arthur@lw.com

Section 10.2 Assignment; Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company and the Requisite Financing Parties, other than an assignment by a Financing Party expressly permitted by Section 2.3, Section 2.7 or Section 2.8 and any purported assignment in violation of this Section 10.2 shall be void *ab initio.* Except as provided in Article VIII with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties.

Section 10.3 Prior Negotiations; Entire Agreement.

(a) This Agreement (including the agreements attached as Exhibits to and the documents and instruments referred to in this Agreement) and the Restructuring Support Agreement constitute the entire agreement of the Parties and supersede all prior agreements, arrangements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, except that the Parties hereto acknowledge that any confidentiality agreements heretofore executed among the Parties will each continue in full force and effect.

(b) Notwithstanding anything to the contrary in the Plan (including any amendments, supplements or modifications thereto) or the Confirmation Order (and any amendments, supplements or modifications thereto) or an affirmative vote to accept the Plan submitted by any Financing Party, nothing contained in the Plan (including any amendments, supplements or modifications thereto) or Confirmation

Order (including any amendments, supplements or modifications thereto) shall alter, amend or modify the rights of the Financing Parties under this Agreement unless such alteration, amendment or modification has been made in accordance with Section 10.7.

Section 10.4 Governing Law; Venue. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO SUCH STATE'S CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, SHALL BE BROUGHT IN THE BANKRUPTCY COURT, OR IF THE BANKRUPTCY COURT DOES NOT HAVE JURISDICTION TO HEAR SUCH ACTION, SUIT OR PROCEEDING, ANY STATE OR FEDERAL COURT LOCATED IN NEW YORK COUNTY, NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OF PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

Section 10.5 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY JURISDICTION IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE AMONG THE PARTIES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Section 10.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 10.7 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only by a written instrument signed by the Debtors and the Requisite Financing Parties (other than a Defaulting Financing Party); provided that, (i) any change, modification or amendment to this Agreement, the Restructuring Support Agreement or the Plan that alters on an economic basis the terms provided in this Agreement or the Plan shall require the written consent of all of the Parties; (ii) any change, modification or amendment to this Agreement, the Restructuring Support Agreement or the Plan that treats or affects any Financing Parties' New Preferred Equity Interests in a manner that is materially and adversely disproportionate, on an economic or non-economic basis, to the manner in which any of the other Financing Party's New Preferred Equity Interests are treated shall require the written consent of such materially adversely and disproportionately affected Financing Party and (iii) any change, modification or amendment to this Agreement that has the effect of (v) increasing or modifying the form of the Subscription Rights Backstop Commitment, the commitment to provide the Direct Investment Commitments or any other commitment of any Financing Party set forth herein; (w) reducing, removing, modifying the form of or otherwise impairing the Financing Commitment Premium as

set forth herein (unless such modification has also been agreed to by the "Required Consenting Stakeholders" under the Restructuring Support Agreement); (x) extending the term of the Subscription Rights Backstop Commitment, the commitment to provide the Direct Investment Commitments, the New Debt Cash-Out Commitment and any other commitment set forth herein beyond one (1) year of the date hereof; (y) modifying the definition of "Requisite Financing Parties," reducing or modifying the consent, amendment or waiver rights of any Financing Party under this Agreement, or abrogating the consent rights of the "Required Consenting Stakeholders" under the Restructuring Support Agreement or (z) imposing any new or additional payment obligations on any Financing Party shall, in each case, also require the consent of each affected Financing Party, provided, further, that a written instrument signed by the Debtors and the Requisite Financing Parties (other than a Defaulting Backstop Party) shall be required to amend, restate, modify or change any provision that gives the Requisite Financing Parties consent rights with respect to any matter. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel. The terms and conditions of this Agreement may be waived (i) by the Debtors only by a written instrument executed by the Debtors and (ii) by the Financing Parties only by a written instrument executed by the Requisite Financing Parties (provided that each Financing Party's prior written consent shall be required for any waiver having the effects referred to in the first proviso of this Section 10.7). Notwithstanding the foregoing, Schedule 1 and Schedule 2 shall be revised as necessary without requiring a written instrument signed by the Debtors and the Requisite Financing Parties to reflect changes in the composition of the Financing Parties and their respective Backstop Percentage or New Debt Cash-Out Percentage as a result of Transfers permitted in accordance with the terms and conditions of this Agreement. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. Except as otherwise provided in this Agreement, the rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity. For the avoidance of doubt, nothing in this Agreement shall affect or otherwise impair the rights, including consent rights, of the Financing Parties under the Restructuring Support Agreement or any other Definitive Document.

Section 10.8 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 10.9 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 10.10 Damages. Notwithstanding anything to the contrary in this Agreement, none of the Parties will be liable for, and none of the Parties shall claim or seek to recover, any punitive, special, indirect or consequential damages or damages for lost profits.

Section 10.11 No Reliance. No Financing Party or any of its Related Parties shall have any duties or obligations to the other Financing Parties in respect of this Agreement, the Plan or the transactions contemplated hereby or thereby, except those expressly set forth herein. Without limiting the generality of the foregoing, (a) no Financing Party or any of its Related Parties shall be subject to any fiduciary or other implied duties to the other Financing Parties, (b) no Financing Party or any of its Related Parties shall have any duty to take any discretionary action or exercise any discretionary powers on behalf of any other Financing Party, (c) no Financing Party or any of its Related Parties shall have any duty to the other Financing Parties to obtain, through the exercise of diligence or otherwise, to investigate, confirm or disclose to the other Financing Parties any information relating to the Company or any other Debtor that may have been communicated to or obtained by such Financing Party or any of its Affiliates in any capacity, (d) no Financing Party may rely, and each Financing Party confirms that it has not relied, on any due diligence investigation that any other Financing Party or any Person acting on behalf of such other Financing Party may have conducted with respect to the Company or any of its Affiliates or any of their respective securities and (e) each Financing Party acknowledges that no other Financing Party is acting as a placement agent, initial purchaser, underwriter, broker or finder with respect to any New Preferred Equity Interests. Each Financing Party hereto acknowledges that this Agreement does not constitute an agreement, arrangement or understanding with respect to acting together for the purpose of acquiring, holding, voting or disposing of any equity securities of the Debtors and the Financing Parties do not constitute a "group" within the meaning of Rule 13d-5 under the Exchange Act. Nothing contained herein or any Definitive Documents and no action taken by any Financing Party pursuant to this Agreement shall be deemed to constitute or create a presumption by any parties that the Financing Parties are in any way acting in concert or as a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended. Each Financing Party confirms that it has independently participated in the negotiation of the transactions contemplated under this Agreement and the Definitive Documents with the advice of its counsel and advisors.

Section 10.12 Publicity. At all times prior to the Closing Date or the earlier termination of this Agreement in accordance with its terms, the Company and the Financing Parties shall consult with each other prior to issuing any press releases (and provide each other a reasonable opportunity to review and comment upon such release) or otherwise making public announcements with respect to the transactions contemplated by this Agreement, it being understood that nothing in this Section 10.12 shall prohibit any Party from filing any motions or other pleadings or documents with the Bankruptcy Court in connection with the Chapter 11 Cases. Except as required by applicable Law or as ordered by the Bankruptcy Court or other court of competent jurisdiction, no Party or its advisors shall disclose to any Person (including, for the avoidance of doubt, any other Party) any Financing Party's individual holdings without such Financing Party's prior written consent.

Section 10.13 Settlement Discussions. This Agreement and the transactions contemplated herein are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to section 408 of the U.S. Federal Rules of Evidence and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any Legal Proceeding, except to the extent filed with, or disclosed to, the Bankruptcy Court in connection with the Chapter 11 Cases (other than a Legal Proceeding to approve or enforce the terms of this Agreement).

Section 10.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Parties may be partnerships or limited liability companies, each Party covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any Party's Affiliates, or any of such Party's Affiliates' or respective Related Parties in each case other than the Parties to this Agreement and each of their respective successors and permitted assignees under this

Agreement, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of any Party under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, that nothing in this Section 10.14 shall relieve or otherwise limit the liability of any Party hereto, any Related Purchaser or any of their respective successors or permitted assigns for any breach or violation of its obligations under this Agreement or such other documents or instruments. For the avoidance of doubt, prior to the Effective Date, none of the Parties will have any recourse, be entitled to commence any proceeding or make any claim under this Agreement or in connection with the transactions contemplated hereby except against any of the Parties or their respective successors and permitted assigns, as applicable.

Section 10.15 Tax Forms. If the Company (or its agent) determines in its reasonable discretion that it is necessary or appropriate to request Internal Revenue Service tax forms (including but not limited to Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (and attachments thereto), or any successors thereto) ("Tax Forms") to determine its tax reporting and withholding obligations, if any, the Parties shall promptly provide upon prior written notice, solely to the extent legally entitled to do so, such duly complete Tax Forms to the Company (or its agent), and the Company (or its agent) shall be entitled to rely on such forms in determining its tax reporting and withholding obligations, if any.

Section 10.16 General Execution. The Parties understand that the Financing Parties are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, the Parties acknowledge and agree that, to the extent a Financing Party expressly indicates on its signature page hereto that it is executing this Agreement on behalf of specific trading desk(s) and/or business group(s) of such Financing Party, the obligations set forth in this Agreement, other than with respect to such Financing Party's funding obligations hereunder, shall only apply to such trading desk(s) and/or business group(s) and shall not apply to any other trading desk or business group of such Financing Party so long as they are not acting at the direction or for the benefit of such Financing Party or such Financing Party's investment in the Company; provided, that the foregoing shall not diminish or otherwise affect the obligations and liability therefor of any legal entity that (a) executes this Agreement or (b) on whose behalf this Agreement is executed by a Financing Party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

LABELS BUYER, LLC, on behalf of itself and each of the other Debtors

By: _____
Name:
Title:

[FINANCING PARTIES]:

[•]

By: _____
Name:
Title:

Notice Information

Address: [•]

Attention: [•]

Email: [•]

Schedule 1

Backstop Commitment Schedule

Backstop Party	Backstop Percentage
Total	**100.0%**

Backstop Percentage shown is as of the date of this Agreement based on each Backstop Party's holdings of Allowed First Lien Secured Claims as of such date and is subject to adjustment as provided in Section 2.2(d).

Schedule 2

New Debt Cash-Out Commitment Schedule

New Debt Cash-Out Lender	New Debt Cash-Out Percentage
Total	**100.0%**

Schedule 3

Backstop Premium Schedule

Backstop Party	Backstop Premium Amount
Total	**$[●]**

Exhibit A

Debtors

Exhibit C

Plan Sponsor Equity Purchase Agreement

Certain documents, or portions thereof, contained or to be contained in this **Exhibit C** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this "Agreement") is entered into as of [●], 2026, by and between Labels Buyer, LLC, a Delaware limited liability company (the "Company"), and CD&R Label Holdings II, L.P., a Cayman Islands exempted limited partnership (the "Purchaser").

RECITALS:

WHEREAS, pursuant to the terms and conditions of the *Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto, the "Plan") and Chapter 11 of Title 11 of the United States Code, the Purchaser desires to irrevocably subscribe for and purchase from the Company, and the Company desires to issue and sell to the Purchaser, the number of Common Units (the "Purchased Units")[1] of the Company ("Units") set forth opposite its name in Column II of Exhibit A, on the terms and conditions set forth herein; and

WHEREAS, the Company, the Purchaser and certain other parties are entering into a Third Amended and Restated Limited Liability Company Agreement of the Company (the "A&R LLC Agreement"), in the form set forth on Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Common Units" has the meaning set forth in the A&R LLC Agreement.

"Contract" means any mortgage, indenture, lease, sublease, franchise, license, contract, settlement, conciliation or other agreement, arrangement, instrument or understanding that is legally binding upon a Person, including all amendments, waivers or other changes thereto.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or any provision of any Contract, to which such Person is a party or by which it or any of its property is bound.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision of any thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity exercising

[1] NTD: To be equal to 64.0% of the New Common Equity at Plan Equity Value, on a Fully Diluted Basis, *plus* the Plan Sponsor Equity Investment Commitment Premium (i.e., 1.6% of the New Common Equity at Plan Equity Value, on a Fully Diluted Basis).

public functions owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Law" means all laws, statutes, rules, regulations, ordinances, agency requirements, treaties and other pronouncements or orders having the effect of law of the United States, any foreign country or any domestic or foreign state, province, county, city or other political subdivision of any Governmental Authority.

"Lien" means any mortgage, pledge, lien, encumbrance, hypothecation, ownership interest of others, claim, easement, title retention agreement, voting trust agreement, option, right of first refusal, survey defect, imperfection of title, charge or other security interest.

"Moelis Engagement Letter" means that certain letter agreement, dated as of January 23, 2026, by and among Latham & Watkins LLP, CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., the Company (as defined therein), and Moelis & Company LLC.

"Person" means any individual, firm, corporation, limited liability company, limited liability partnership, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Requirements of Law" means, as to any Person, the provisions of any organizational or governing documents of such Person, and any Law, in each case, applicable to or binding upon such Person or any of its property (or to which such Person or any of its property is subject) or applicable to any or all of the transactions contemplated by, or referred to in, this Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder.

"Subsidiary" means with respect to any Person, any corporation, limited partnership, limited liability company or other Person of which securities or other interests having the power to elect a majority of that corporation's, limited partnership's, limited liability company's or other Person's board of directors, board of managers or similar governing body, or otherwise having the power to direct the business and policies of that corporation, limited partnership, limited liability company or other Person, are held by such Person or one or more of its Subsidiaries.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED UNITS

2.1 Purchase and Sale of Purchased Units. Upon execution of this Agreement, the Purchaser hereby purchases from the Company, and the Company hereby issues to the Purchaser (and shall register in the name of the Purchaser a book entry on the records of its transfer agent evidencing), the Purchased Units as set forth on Exhibit A, against payment of an aggregate purchase price of $400,000,000 (the "Purchase Price"), which Purchase Price the Purchaser is delivering substantially concurrently with the execution of this Agreement by wire transfer of immediately available funds to the bank account previously designated by the Company.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as of the date hereof as follows:

3.1 Organization. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware with full limited liability company power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets.

3.2 Authorization; Noncontravention. The Company's execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby: (a) have been authorized by all necessary limited liability company action on the part of the Company; (b) will not violate any Requirements of Law applicable to the Company, or result in a material breach or default under any of the Contractual Obligations of the Company, or under any order, writ, judgment, injunction, decree, determination or award of any court, arbitrator, or commission, board, bureau, agency or other Governmental Authority, in each case applicable to the Company or its properties; and (c) do not conflict with or contravene the terms of the Company's certificate of formation or the A&R LLC Agreement.

3.3 Governmental Authorization; Third Party Consents. No approval, consent, compliance, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person in respect of any Requirements of Law in effect on the date hereof, and no lapse of a waiting period under any Requirements of Law in effect on the date hereof, is required in connection with the execution, delivery or performance by the Company of this Agreement, except such as has been duly and validly obtained, made or filed, or with respect to any filings pursuant to applicable securities Laws that must be made after the consummation of the transactions contemplated hereby, as will be filed in a timely manner.

3.4 Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability.

3.5 Purchased Units. The Purchased Units, when issued and delivered in accordance with the terms of this Agreement, will be (a) duly authorized and validly issued under the organizational documents of the Company, and (b) free and clear of all Liens (other than restrictions pursuant to this Agreement, the A&R LLC Agreement and under any applicable securities Laws).

3.6 Securities Laws. Assuming the accuracy of the representations and warranties of the Purchaser herein and each other Person who currently holds or is acquiring Units, the offer, issuance and sale of the Purchased Units to the Purchaser by the Company is being made in reliance on and in compliance with exemptions from registration under the Securities Act, including, without limitation, Section 4(a)(2) under the Securities Act.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as of the date hereof, as follows:

4.1 Organization; Capacity. The Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization with full power and authority to conduct its business as it is presently being conducted, and to own and lease its properties and assets.

4.2 Authorization; Noncontravention. The Purchaser's execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby, including, without limitation, the acquisition of the Purchased Units by the Purchaser, (a) will not violate any Requirements of Law applicable to the Purchaser, or result in a material breach or default under any of the Contractual Obligations of the Purchaser, or under any order, writ, judgment, injunction, decree, determination or award of any court, arbitrator, or commission, board, bureau, agency or other Governmental Authority, in each case applicable to the Purchaser or the Purchaser's properties, (b) have been authorized by all necessary corporate, partnership, limited partnership or limited liability company action, as applicable, on the part of the Purchaser, and (c) do not conflict with or contravene the terms of the Purchaser's certificate of registration of exempted limited partnership, partnership agreement or similar organizational document, as applicable, or any amendments thereto.

4.3 Binding Effect. This Agreement has been duly executed and delivered by the Purchaser, and this Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar Laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

4.4 Securities Law Representations.

(a) The Purchaser is acquiring the Purchased Units to be acquired by it hereunder for its own account or accounts or funds over which it holds voting or investment discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof in violation of applicable securities Laws, and the Purchaser has no present intention of selling, granting any other participation in, or otherwise distributing the same in violation of applicable securities Laws. The Purchaser has a pre-existing business relationship with the Company, its affiliates or agents.

(b) The Purchaser has such knowledge, skill and experience in financial, business and investment matters such that it is capable of evaluating the merits, risks and consequences of its investment in the Purchased Units. The Purchaser is either (i) a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act ("Rule 144A") or (ii) an institutional "accredited investor" within the meaning of Rule 501(a) (1), (2), (3), (7), (8), (9), (12), or (13) of the Securities Act, in each case, having (or is a direct or indirect, wholly-owned subsidiary of any entity having) total assets in excess of $10 million. The Purchaser understands and is able to bear any economic risks associated with such investment (including the necessity of holding such Purchased Units for an indefinite period of time or complete loss of such investment). The Purchaser further represents that it fully understands the limitations on transfer and restrictions on sales and other dispositions set forth in this Agreement. The Purchaser acknowledges that it (i) has been furnished with, or has had access to, such information that it considers necessary or appropriate to make an informed investment decision with respect to the Purchased Units and (ii) has had an opportunity to ask questions of and receive answers from management of the Company regarding the intended business and financial affairs of the Company.

(c) The Purchaser understands that (i) the Purchased Units have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein or otherwise made pursuant hereto

and (ii) the Purchased Units cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available. The Purchaser also understands that transfers of the Purchased Units are further restricted by the provisions of the A&R LLC Agreement. The Purchaser's overall investment in the Company and other investments that are not readily marketable are not disproportionate to the Purchaser's net worth and the Purchaser has no need for immediate liquidity in the Purchaser's investment in the Purchased Units.

(d) The Purchaser has been advised by the Company that the Purchased Units are characterized as "restricted securities" under the Securities Act inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that the Purchaser must continue to bear the economic risk of the investment in the Purchased Units unless the offer and sale of the Purchased Units is subsequently registered under the Securities Act and all applicable state or foreign securities or "blue sky" Laws or an exemption from such registration is available.

(e) None of the Purchaser, its Affiliates or any person acting on its or any of their behalf has engaged, or will engage, in any form of general solicitation or general advertising (within the meaning of Rule 502(c) of the Securities Act) in connection with the offering of the Purchased Units.

(f) To the Purchaser's knowledge, the Purchaser is not purchasing the Purchased Units as a result of any advertisement, article, notice or other communication regarding the Purchased Units published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement or directed selling efforts.

(g) The Purchaser has been advised that and consents to the placement of a restrictive legend in the following form on any certificates representing the Purchased Units:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ ], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES ARE ALSO SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF LABELS BUYER, LLC (THE "COMPANY"), DATED AS OF [ ] ("AGREEMENT"), INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT, AND ALL HOLDERS OF SECURITIES OF THE COMPANY (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(h) The Purchaser has consulted, to the extent deemed appropriate by the Purchaser, with the Purchaser's own advisors as to the financial, tax, legal, regulatory and related matters concerning an investment in the Purchased Units and on that basis (i) understands the financial, legal, tax, regulatory and related consequences of an investment in the Purchased Units, and believes that an investment in the Purchased Units is suitable and appropriate for the Purchaser and (ii) has made its own investment decision with respect to an investment in the Purchased Units.

(i) The Purchaser acknowledges that the securities Laws of the United States prohibit any Person that has material, non-public information concerning the Company or a possible transaction involving the Company from purchasing or selling securities in reliance upon such information or from communicating such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities in reliance upon such information. The Purchaser will not purchase, sell or vote any securities of the Company in violation of United States or any other securities Laws.

4.5 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with the Purchaser (other than the Moelis Engagement Letter) or any action taken by the Purchaser.

4.6 Governmental Authorization; Third Party Consent. No approval, consent, compliance, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person, and no lapse of a waiting period under any Requirements of Law in effect on the date hereof, is required in connection with the execution, delivery or performance by the Purchaser of this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Representations and Warranties. Except as contained in Article 3 hereof, the Company has not made any representations or warranties to the Purchaser concerning the Company and its Subsidiaries, the business and prospects of the Company and its Subsidiaries, or the merits of any investment in the Company and its Subsidiaries in connection with the transactions contemplated hereby.

5.2 Tax Forms; Compliance. Upon request, the Purchaser shall deliver to the Company a properly completed and executed IRS Form W-9 or W-8BEN-E, as applicable.

5.3 Amendment and Waiver. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party from the terms of any provision of this Agreement, shall be effective (a) only if it is made or given in writing and signed by all parties hereto and (b) only in the specific instance and for the specific purpose for which made or given.

5.4 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5.5 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

5.7 Notices. All notices and other communications provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given and received when delivered by overnight courier or hand delivery, when sent by email, or five days after mailing if sent by registered or certified mail (return receipt requested) postage prepaid, to the Company or the Purchaser, as applicable, at the following addresses (or at such other address for any such Person as shall be specified by like notices, provided that notices of a change of address shall be effective only upon receipt thereof).

If to the Company, to:

Labels Buyer, LLC
c/o Clayton, Dubilier & Rice, LLC
550 Madison Avenue, 32nd Floor
New York, New York 10022
Attention: Nathan K. Sleeper; Rob Volpe; Justin Kirchner
Email: nsleeper@cdr.com; rvolpe@cdr.com;
jkirchner@cdr.com

with a copy (which shall not constitute notice) to:

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Richard Campbell; Adam T. Clifford
Email: rcampbell@kirkland.com
adam.clifford@kirkland.com

and

Debevoise & Plimpton LLP
66 Hudson Blvd
New York, New York 10001
Attention: Kevin Rinker; Uri Herzberg; Emily Huang
Email: karinker@debevoise.com; uherzberg@debevoise.com;
efhuang@debevoise.com

and

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Ryan Dahl; Candace Arthur
Email: Ryan.Dahl@lw.com; Candace.Arthur@lw.com

If to the Purchaser, to the address set forth on the signature page hereto

5.8 Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired.

5.9 Entire Agreement. This Agreement and the A&R LLC Agreement are intended by the parties as a final expression of their agreement and are intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and supersede all prior agreements and understandings between the parties with respect to such subject matter.

5.10 No Assignment; Binding Effect. Except as otherwise provided herein, neither this Agreement nor any right, interest or obligation hereunder may be assigned or delegated by any party without the prior written consent of the other party hereto and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and each of their respective successors and assigns.

5.11 Further Assurances. Each of the parties shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

5.12 Parties in Interest. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the parties hereto any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties hereto and their successors and assigns.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement or caused this Agreement to be executed and delivered by their authorized representatives as of the date first above written.

COMPANY

LABELS BUYER, LLC

By: _____
Name:
Title:

PURCHASER

CD&R LABEL HOLDINGS II, L.P.

By: CD&R Investment Associates XI, Ltd., *its general partner*

By: _____
Name:
Title:

EXHIBIT A

Column I **Name and Address of Subscriber**	**Column II** **Purchased Units**
CD&R Label Holdings II, L.P. c/o Clayton, Dubilier & Rice, LLC 550 Madison Avenue, 32nd Floor New York, New York 10022 Attention: Nathan K. Sleeper; Rob Volpe; Justin Kirchner Email: nsleeper@cdr.com; rvolpe@cdr.com; jkirchner@cdr.com with a copy (which shall not constitute notice) to: Debevoise & Plimpton LLP 66 Hudson Blvd New York, New York 10001 Attention: Kevin Rinker; Uri Herzberg; Emily Huang Email: karinker@debevoise.com; uherzberg@debevoise.com; efhuang@debevoise.com and Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attention: Ryan Dahl; Candace Arthur Email: Ryan.Dahl@lw.com; Candace.Arthur@lw.com	[●][2] Common Units

[2] NTD: To be equal to 64.0% of the New Common Equity at Plan Equity Value, on a Fully Diluted Basis, *plus* the Plan Sponsor Equity Investment Commitment Premium (i.e., 1.6% of the New Common Equity at Plan Equity Value, on a Fully Diluted Basis).

Exhibit D

Rejected Executory Contracts and Unexpired Leases Schedule

Article V.A of the Plan provides that each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease was (a) previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or terminated pursuant to its own terms; or (c) is the subject of a motion to reject such executory contract or unexpired lease that is pending on the Effective Date; *provided* that neither the Restructuring Transactions nor any other transaction contemplated by the Plan will constitute a change of control or other acceleration event for purposes of any Executory Contract or Unexpired Lease of the Debtors.

Certain documents, or portions thereof, contained or to be contained in this **Exhibit D** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

#	Contract to be Rejected	Contract Counterparty	Counterparty Address	Debtor Entity	Contract Description	Rejection Date
1	Real Estate Lease	4130 Building LLC	9811 Nottingham Drive, Omaha, Nebraska 68114	Multi-Color Corporation	Omaha - Real Property Lease Agreement & Extensions	March 31, 2026
2	Real Estate Lease	MB Financial Center LLC; Fifth Third Bank, National Association	Corporate Facilities 38 Fountain Square Plaza Mail Drop 10903K Cincinnati, Ohio 45263	Multi-Color Corporation	Rosemont - Lease Agreement & Guaranty	Effective Date

Exhibit E

Schedule of Retained Causes of Action

Article IV.Q of the Plan provides as follows:

> In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in **Error! Reference source not found.** hereof, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.
>
> The Reorganized Debtors may pursue such retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available retained Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all retained Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** The Reorganized Debtors may settle any such retained Cause of Action without further notice to or action, order, or approval of the Bankruptcy Court. Unless any retained Causes of Action are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all retained Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.
>
> The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any retained Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in the Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to

determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.N of the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule E(i)** attached hereto.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule E(ii)** attached hereto.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule E(iii)** attached hereto.

4. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or

Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them. The claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or (i) for unfair competition, interference with contract, or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against any Entity regardless of whether such Entity is specifically identified herein.

5. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.[3]

6. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtors or Reorganized Debtors, as applicable, expressly reserve Causes of Action based in whole or in part upon any and all contracts, leases, joint operating agreements, and similar instruments, to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or Reorganized Debtors has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, this

[3] For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief* [Docket No. 387] or otherwise provided as "adequate assurance of payment" (as that term is used by section 366 of the Bankruptcy Code).

Plan Supplement, or any amendments thereto), including without limitation all contracts and leases that are assumed pursuant to the Plan or were previously assumed by the Debtors.

7. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

Schedule E(i)

Claims Related to Insurance Policies

Insurance Policies

Type of Coverage	Debtor Entity	Insurance Carrier	Policy Number	Expiration Date	Approx. Annual Gross Premium
$5M X $10M D&O	Labels Buyer, LLC	QBE	130001709	Aug / 31 / 2026	$34,100.00
$5M X $155M D&O	Labels Buyer, LLC	RLI	EPG0033580	Aug / 31 / 2026	$24,105.00
$5M X $15M D&O	Labels Buyer, LLC	Sompo	DOX30012949603	Aug / 31 / 2026	$47,790.00
$5M X $160M D&O	Labels Buyer, LLC	Starr	1000625494251	Aug / 31 / 2026	$19,219.00
$5M X $20M D&O	Labels Buyer, LLC	Liberty	DO6NACVAMF002	Aug / 31 / 2026	$16,727.00
$5M X $5M D&O	Labels Buyer, LLC	Chubb	G47421251 002	Aug / 31 / 2026	$52,517.00
Business Automobile	Labels Buyer, LLC	Continental Casualty Company (CNA)	7040314921	Sep / 30 / 2026	$80,302.00
Business Travel Accident	Labels Buyer, LLC	Chubb	ADD N11135626	Sep / 30 / 2027	$21,748.00
Construction	Multi-Color UK Holdings 2 Limited	Allianz Insurance plc	60/CS27731423/10	Oct / 01 / 2026	$1,369.00
Crime	Labels Buyer, LLC	Beazley	V30B9E250501	Aug / 31 / 2026	$39,633.00
CyberTech Primary $5M	Labels Buyer, LLC	Beazley	D35188250301	Apr / 30 / 2026	$376,650.00
CyberTech $2.5M part of $5M xs $5M	Labels Buyer, LLC	Markel	MKLV7PL0006895	Apr / 30 / 2026	$127,119.00
CyberTech $2.5M part of $5M xs $5M	Labels Buyer, LLC	Nationwide	XMH2508810	Apr / 30 / 2026	$112,995.00
CyberTech $5M xs $10M	Multi-Color Corporation	QBE	130009809	Apr / 30 / 2026	$171,682.00
CyberTech $10M xs $15M (E&O - Contract)	Labels Buyer, LLC	Aspen	LX00WKD25	Apr / 30 / 2026	$90,000.00
Cyber Only Excess - CD&R Shared Portfolio Policy	Labels Buyer, LLC	Canopius, CV Starr, RT Specialty, and Mosaic	CYT27220033-03 (lead)	Apr / 30 / 2026	$77,000.00
Employment Practices Liability (EPL) and Fiduciary Liability (FID) - Excess	Labels Buyer, LLC	BHSI	47-EMC-318477-04	Aug / 31 / 2026	$40,375.00

Type of Coverage	Debtor Entity	Insurance Carrier	Policy Number	Expiration Date	Approx. Annual Gross Premium
Employment Practices Liability (EPL) and Fiduciary Liability (FID) - Primary	Labels Buyer, LLC	Markel	MKLV1MML000884	Aug / 31 / 2026	$80,750.00
Foreign Auto Liability	Labels Buyer, LLC	AIG	800280780	Sep / 30 / 2026	$5,000.00
Foreign Voluntary Compensation and Employers Liability	Labels Buyer, LLC	AIG	8375912	Sep / 30 / 2026	$141,200.00
Foreign Casualty	Labels Buyer, LLC	AIG	800280779	Sep / 30 / 2026	$111,878.00
General Liability	Labels Buyer, LLC	Continental Casualty Company (CNA)	7040273447	Sep / 30 / 2026	$194,657.00
Health - Package	Multi-Color UK Holdings 2 Limited	Aon Underwriting Managers	P24PATPTP03717	Sep / 30 / 2026	$6,879.00
Business Policy	Multi-Color Corporation	Great American	KR E618842 02 00	Sep / 30 / 2026	$33,583.00
Marine Cargo	Labels Buyer, LLC	FM Global	CUSA0042564	Jan / 31 / 2027	$85,064.00
Primary D&O	Labels Buyer, LLC	Berkshire Hathaway	42-EMC-318384-04	Aug / 31 / 2026	$78,313.00
Property	Labels Buyer, LLC	FM Global	1146286 (Master)	Jan / 31 / 2027	$6,843,872.00
Property – FOS (Euro Policy)	Labels Buyer, LLC	FM Insurance Europe S.A.	1146283	Jan / 31 / 2027	$546,734.00
Property – Australia	Labels Buyer, LLC	Factory Mutual Insurance Company	1146278	Jan / 31 / 2027	
Property – Canada	Labels Buyer, LLC	Factory Mutual Insurance Company	1146280	Jan / 31 / 2027	
Property – Mexico	Labels Buyer, LLC	FM Global de Mexico, S.A. de C.V.	1147009	Jan / 31 / 2027	
Property – New Zealand	Labels Buyer, LLC	Factory Mutual Insurance Company	1146287	Jan / 31 / 2027	
Property – United Kingdom	Labels Buyer, LLC	FM Insurance Europe S.A.	1161224	Jan / 31 / 2027	
Shared Excess D&O – 0p	Labels Buyer, LLC	BHSI	47-EMC-324058-04	Aug / 31 / 2026	
Shared Excess D&O – 1x	Labels Buyer, LLC	Markel	MKLV1MXM000202	Aug / 31 / 2026	

Type of Coverage	Debtor Entity	Insurance Carrier	Policy Number	Expiration Date	Approx. Annual Gross Premium
Shared Excess D&O – 2x	Labels Buyer, LLC	Nationwide	XMS2501540	Aug / 31 / 2026	$35,782.00
Shared Excess D&O – 3x	Labels Buyer, LLC	AIG	01-305-81-39	Aug / 31 / 2026	
Shared Excess D&O – 4x	Labels Buyer, LLC	Bowhead	ECL-144100642-04	Aug / 31 / 2026	
Shared Excess D&O – 5x	Labels Buyer, LLC	SCOR	FA0094929-2025-1	Aug / 31 / 2026	
Shared Excess D&O – 6x	Labels Buyer, LLC	Berkley	BPRO8131115	Aug / 31 / 2026	
Shared Excess D&O – 7x	Labels Buyer, LLC	CNA	652262315	Aug / 31 / 2026	
Shared Excess D&O – 8x	Labels Buyer, LLC	Allianz	USF00877225	Aug / 31 / 2026	
Shared Excess D&O – 9x	Labels Buyer, LLC	Zurich	MPL 2508877 - 04	Aug / 31 / 2026	
Shared Excess D&O – 10x	Labels Buyer, LLC	Liberty	DO6NACLT4C004	Aug / 31 / 2026	
Shared Excess D&O – 11x	Labels Buyer, LLC	Chubb	G47425189 003	Aug / 31 / 2026	
Shared Excess D&O – 12x	Labels Buyer, LLC	AIG	01-305-81-41	Aug / 31 / 2026	
Umbrella Liability ($10M Lead part of $25M Lead)	Labels Buyer, LLC	Great American	EXC 4906077	Sep / 30 / 2026	$50,000.00
Umbrella Liability ($12.5M part of $25M xs $25M)	Labels Buyer, LLC	Chubb	56731186	Sep / 30 / 2026	$35,000.00
Umbrella Liability ($12.5M part of $25M xs $25M)	Labels Buyer, LLC	Arch	USC039747253	Sep / 30 / 2026	$35,001.00
Umbrella Liability ($15M Lead part of $25M Lead)	Labels Buyer, LLC	CNA	7040282360	Sep / 30 / 2026	$123,816.00
Umbrella Liability ($25M xs $50M)	Labels Buyer, LLC	The Hartford; Twin City Fire Insurance	10HVZBT3DBW	Sep / 30 / 2026	$50,500.00
Umbrella Liability ($25M xs $75M)	Labels Buyer, LLC	AXA XL	US00132168LI25A	Sep / 30 / 2026	$44,715.00

Type of Coverage	Debtor Entity	Insurance Carrier	Policy Number	Expiration Date	Approx. Annual Gross Premium
Workers Compensation	Labels Buyer, LLC	Travelers	UB-1X896854-25-51-K (AOS); UB-1X896553-25-51-R (Retro)	Sep / 30 / 2026	$743,378.00
Punitive Wrap	Labels Buyer, LLC	North Rock (CNA)	702100422	Sep / 30 / 2026	$12,334.00
Punitive Wrap	Labels Buyer, LLC	Great American	EXC 1494977	Sep / 30 / 2026	$5,000.00
Premises Environmental and Remediation Liability	Multi-Color Corporation	Colony Insurance Company	PRL4287100	Mar / 01 / 2029	$70,000.00
Business Travel	Multi-Color Corporation Australia Pty Ltd	Chubb Insurance Australia Limited	03ET010246	Sep / 30 / 2026	$9,474.00
Expat Insurance	Multi-Color Corporation Australia Pty Ltd	Chubb Insurance Australia Limited	04PX019495	Sep / 23 / 2026	$18,129.00
Heavy Motor	Multi-Color Corporation Australia Pty Ltd	Global Transport & Automotive Insurance Solutions	20192910-7	Sep / 30 / 2026	$64,911.00
Workers Compensation	Multi-Color Corporation Australia Pty Ltd	GIO GENERAL LIMITED	WCW005073966	Sep / 30 / 2026	$32,752.00
Property	MCC Verstraete N.V.	AG Insurance	49140794	Feb / 13 / 2027	$1,015.00
Property	MCC Verstraete N.V.	AG Insurance	51235791	Jun / 25 / 2026	$8,719.00
Travel	MCC Verstraete N.V.	Europ Assistance	7244095574	Mar / 02 / 2027	$1,070.00
Motor Fleet	Multi-Color Labels Ireland Limited	Zurich Insurance Europe AG	02 FMV 4921397	Mar / 31 / 2026	$5,577.00
Travel	Multi-Color Labels Ireland Limited	Chubb European Group SE	P24PATPTPIE00466	Sep / 30 / 2026	$691.00
Boiler & Machinery Breakdown	Multi-Color Labels Ireland Limited	RSA Insurance Ireland Designated Activity Company	ENN460041 /25	Sep / 30 / 2026	$508.00
Boiler & Machinery Breakdown	Multi-Color Labels Ireland Limited	RSA Insurance Ireland Designated Activity Company	FE92894314	Sep / 30 / 2026	$1,953.00
Motor Fleet	Multi-Color UK Holdings 2 Limited	Allianz Insurance plc	BV/25746520	Oct / 01 / 2026	$35,715.00
Employers Liability	Multi-Color Labels Ireland Limited	AIG	EMP68450	Sep / 30 / 2026	$46,837.00

Type of Coverage	Debtor Entity	Insurance Carrier	Policy Number	Expiration Date	Approx. Annual Gross Premium
Public/Products Liability	Multi-Color Labels Ireland Limited	AIG	PUB68451	Sep / 30 / 2026	$2,500.00
Combined Products and Public Liability	All Australia Entities	AIG	0000303467	Sep / 30 / 2026	$3,008.00
Commercial General Liability	MCC Verstraete N.V.	AIG	3.301.399	Sep / 30 / 2026	$2,500.00
Business Guard Liability	Multi-Color (New Zealand) Holdings Pty. Limited	AIG	PEL 11171	Sep / 30 / 2026	$2,500.00
Liability Protect	Multi-Color UK Holdings 2 Limited	AIG	ELB26626	Sep / 29 / 2026	$84,363.00
Commercial General Liability	Multi-Color Montreal Cananda Corporation	AIG	95053882	Sep / 30 / 2026	$2,500.00
General Civil Liability	MCC Ablis France; MCC France EST; MCC France Ouest; MCC Nantes France SAS	AIG	9.400.703	Sep / 30 / 2026	$2,500.00
General Civil Liability	Multi-Color Label Corporation – Mexico S.A. de C.V.	AIG	10010112	Sep / 30 / 2026	$2,500.00
Third Party Liability Insurance	Multi-Color Warsaw Poland S.A.	Colonnade	4036102698	Sep / 30 / 2026	$2,500.00
Liability Protect	Multi-Color UK Holdings 2 Limited	AIG	PLB26627	Sep / 29 / 2026	$2,500.00
Workers Compensation	MCC Verstraete N.V.	AXA	100700023364 / 2026	Dec / 31 / 2028	$116,260.00

Schedule E(ii)

Claims Related to Taxing Authorities

Tax Authority	Tax Type	Address
ABERDEEN CITY COUNCIL	Income Tax	PROPERTY & TECHNICAL SVS DEPT, TECHNICAL SVS SECTION, ST NICHOLAS HOUSE, BROAD STREET, ABERDEEN, AB10 1ZQ
Alabama Dept of Revenue	Income Tax	50 North Ripley St, Montgomery, AL 36104
Arizona Dept of Revenue	Income, Sales & Use	1600 West Monroe St, Phoenix, AZ 85007
Arkansas Dept of Finance & Administration	Income Tax	Ledbetter Building, 1816 W 7th St, Room 2380, Little Rock, AR 72201
Australian Taxation Office	Income Tax	GPO Box 9990, Canberra
Bay Area Air Quality Management District	Other Taxes and Fees	375 Beale Street, Suite 600, San Francisco, CA 94105
BELFAST HARBOUR COMMISSIONERS	Income Tax	HARBOUR OFFICE CORPORATION SQUARE, BELFAST, BT1 3AL
Blair County Assessment Office	Property Tax	423 Allegheny St., Suite 041, Hollidaysburg, PA 16648
Bulter County Auditor	Property Tax	130 High Street, 3rd Floor, Hamilton, OH 45011
Buncombe County Assessor	Property Tax	182 College Street, Asheville, NC 28801
Bundeszentralamt fur Steuern	Income Tax	An der Kuppe 1, Bonn, 53225
California Dept of Tax and Fee Administration	Income, Sales & Use	PO Box 942879, Sacramento, CA 94279-0029
California Franchise Tax Board	Income, Sales & Use	PO Box 1720, Rancho Cordova, CA, 95741-1720
California State Board of Equalization	Income, Sales & Use	3321 Power Inn Road, Suite 210 Sacramento, CA 95826
CANADA REVENUE AGENCY	Income Tax	875 HERON ROAD, Ottawa, ON, K1A 1B1
Chesapeake City Assessor	Property Tax	306 Cedar Road, 4th Floor Chesapeake, VA 23322
City of Bowling Green, Kentucky	Income Tax	1017 College Street, P.O. Box 430, Bowling Green, KY 42101
City of Elkton, Kentucky	Income Tax	71 Public Square, PO Box 578 Elkton, KY 42220
City of Fulton Assessor	Property Tax	City of Fulton Municipal Building 141 S. First St., Fulton, NY 13069
City of Mason Tax Office	Income Tax	6000 Mason-Montgomery Road Mason, OH, 45040
City of Neenah Assessment Staff	Property Tax	211 Walnut St., Rm. 313, P.O. Box 426, Neenah, WI 54956
City of Norwood Treasurers Office	Income Tax	4645 Montgomery Rd, Norwood, OH 45212
Clermont County Auditor	Property Tax	101 East Main St., Batavia, OH 45103
Colorado Dept of Revenue	Income Tax	1881 Pierce St., Entrance B Lakewood, CO 80214
Commissioner - Chief Executive Officer of the CRA	Income Tax	7th Floor, 555 MacKenzie Avenue Ottawa, K1A 0L5
Connecticut Dept of Revenue	Income Tax	450 Columbus Blvd., Ste 1 Hartford, CT 06103
County of Napa, California	Other Taxes and Fees	1195 Third Street, Suite 210, Napa, CA 94559

Tax Authority	Tax Type	Address
Dallas County Tax Assessor / Collector	Property Tax	500 Elm Street, Suite 3300, Dallas, TX 75202
Dawson County Assessor	Property Tax	25 Justice Way, Suite 1201 Dawsonville, GA 30534
DEPARTMENT OF HEALTH & SOCIAL SERVICES	Income Tax	COMPENSATION RECOVERY UNIT, MAGNET HOUSE, 81-93 YORK STREET, BELFAST, BT15 1SS
Elk Grove Township Assessor	Property Tax	600 Landmeier Road Elk Grove Village, IL 60007
Federal Ministry of Finance (Bundesministerium der Finanzen)	Income Tax	Am Propsthof 78a, Bonn, 53121
Florida Dept of Revenue	Income Tax	5050 West Tennessee St Tallahassee, FL 32399-0112
Foreign Business Tax Department	Income Tax	10, rue du Centre, TSA 20011 Noisy-le-Grand Cedex, 93465
Georgia Dept of Revenue	Income, Sales & Use	1800 Century Blvd NE, Suite 9100 Atlanta, GA 30345-3202
Glynn County Assessor	Property Tax	1725 Reynolds Street, Suite 101 Brunswick, GA 31520
Green Bay Assessor	Property Tax	100 N Jefferson Street, Green Bay, WI 54301
Greenville County Real Property Services	Property Tax	301 University Ridge, Suite S-1000, Greenville, SC 29601
Hamilton County Auditor	Property Tax	138 E Court Street, Cincinnati, OH 45202
Her Majestys Revenue and Customs	Income Tax	Crownhill Court, Tailyour Road, Plymouth, PL6 5BZ
HM Revenue & Customs	Income Tax	Alexander House, Victoria Avenue Southend Essex, SS99 1BD
Illinois Dept of Revenue	Income, Sales & Use	PO Box 19035, Springfield, IL 62794-9035
Illinois State Treasurer	Income, Sales & Use	555 W. Monroe Street, 14th Floor Chicago, IL 60661
Indiana Dept of Revenue	Income, Sales & Use	100 North Senate Avenue, MS 108, Indianapolis, IN 46204
INLAND REVENUE	Income Tax	SOUTH EAST LONDON AREA NEW KINGS BEAM HOUSE, 22 UPPER GROUND, LONDON, SE1 9PJ
Internal Revenue Service	Income Tax	31 Hopkins Plaza, Room 1150 Baltimore, MD 21201
Jefferson County PVA	Property Tax	Glassworks Building, 815 W. Market St. Suite 400, Louisville, KY 40202-2654
Kansas Dept of Revenue	Income Tax	120 SE 10th Avenue, Topeka, KS 66612-1103
Kentucky Dept of Revenue	Income, Sales & Use	501 High St, Frankfort, KY 40601
Kewaunee County Tax Assessor	Property Tax	200 N. Jefferson St, Ste. 126 Green Bay, WI 54301-5100
Knox County Assessor	Property Tax	City County Building, 400 Main Street, Suite 204, Knoxville, TN 37902
KY Secretary of State	Other Taxes and Fees	700 Capital Avenue, Frankfort, KY 40601
Louisiana Dept of Revenue	Income Tax	617 North Third St, Baton Rouge, LA 70802
Louisville Metro Air Pollution Control District	Other Taxes and Fees	701 West Ormsby Avenue, Suite 303, Louisville, KY 40203-3137

Tax Authority	Tax Type	Address
Louisville Metro Revenue Commission	Income Tax	617 W. Jefferson Street, Louisville, KY 40202
Maryland Comptroller	Income Tax	State Office Bldg., 301 W. Preston Street Room 409, Baltimore, MD 21201-2373
Massachusetts Dept of Revenue	Income Tax	100 Cambridge St., 2nd Floor Boston, MA 02114
Michigan Department of Environment, Great Lakes, and Energy	Other Taxes and Fees	1420 U.S. 2 West Crystal Falls, MI 49920
Michigan Dept of Treasury	Income, Sales & Use	Tax Policy Division, 2nd Floor, Austin Building, 430 West Allegan Street Lansing, MI 48922
Minnesota Dept of Revenue	Income, Sales & Use	600 North Robert Street, St. Paul, MN 55101
Missouri Department of Natural Resources	Other Taxes and Fees	P.O. Box 176, Jefferson City, MO 65102
Missouri Dept of Revenue	Income, Sales & Use	301 West High Street, Harry S Truman State Office Building, Jefferson City, MO 65101
Monroe County Assessor	Property Tax	Henrietta Town Hall, 475 Calkins Road Henrietta, NY 14467
Montgomery County Assessor	Property Tax	350 Pageant Lane, Suite 101-C Clarksville, TN 37040
Montgomery County Board of Assessment	Property Tax	One Montgomery Plaza, Suite 301425 Swede St., Norristown, PA 19401
Napa County Assessor	Property Tax	1127 First Street, Suite A, Napa, CA 94559
National Revenue Administration	Income Tax	Swietokrzyska 12, NIP 5260250274, Regon 000002217, Warszawa 00-916
Nebraska Dept of Revenue	Income Tax	Nebraska State Office Building, 301 Centennial Mall South, Lincoln, NE 68508
New Hampshire Department of Environmental Services	Other Taxes and Fees	29 Hazen Drive, Concord, NH 03302-0095
New Hampshire Dept of Revenue	Income Tax	109 Pleasant St. (Medical & Surgical Building), Governor Hugh Gallen State Office Park, Concord, NH 03301
New Jersey Division of Taxation	Income, Sales & Use	3 John Fitch Way, PO Box 245 Trenton, NJ 08695-0245
New York Dept of Taxation & Finance	Income, Sales & Use	Building 9, WA Harriman Campus Albany, NY 12227
Niles Township Assessor	Property Tax	5255 Lincoln Avenue, Skokie, IL 60077
North Carolina Dept of Revenue	Income, Sales & Use	PO Box 25000, Raleigh, NC 27640-0640
Ohio Dept of Taxation	Sales & Use Tax	4485 Northland Ridge Blvd., Tax Commissioners Office, Columbus, OH 43229
Ontario Ministry of Finance	Income Tax	33 King St West, Oshawa, ON, L1H 8H5
Orange County Assessor	Property Tax	500 S Main Street, 2nd Floor Orange, CA 92868
Oregon Dept of Revenue	Income Tax	955 Center St NE, Salem, OR 97301-2555
Pennsylvania Dept of Revenue	Income, Sales & Use	Strawberry Square Lobby Harrisburg, PA 17128-0101
Platte County Assessor	Property Tax	County Courthouse & Administrative Building, 415 Third Street, Room 114 Platte City, MO 64079

Tax Authority	Tax Type	Address
Revenu Quebec	Income Tax	3800 rue de Marly, Quebec, QB, G1X 4A5
Saint Louis County Assessor	Property Tax	41 South Central Avenue, 3rd Floor Clayton, MO 63105
San Luis Obispo County Assessor	Property Tax	1055 Monterey Street Suite D360 San Luis Obispo, CA 93408
Scott County Assessor	Property Tax	1 E McClain Avenue, Suite 150 Scottsburg, IN 47170
Secretaria de Hacienda y Credito Public	Income Tax	Plaza de la Constitucion s/n, Col. Centro, Del. Cuauhtemoc, C.P. 06000
South Carolina Dept of Revenue	Income, Sales & Use	300A Outlet Pointe Blvd Columbia, SC 29210
South Dakota Dept of Revenue	Sales & Use Tax	445 E Capitol Ave, Pierre, SD 57501-3185
St. Louis County Department of Health	Other Taxes and Fees	6121 North Hanley Road Berkeley, MO 63134
State of Michigan	Income, Sales & Use	Lansing, MI 49822
State of New Jersey	Income, Sales & Use	PO Box 002, Trenton, NJ 08625-0002
State of Tennessee Department of Environment and Conservation	Other Taxes and Fees	711 R.S. Gass Blvd. Nashville, TN 37216
Tarrant County Tax Assessor-Collector	Property Tax	100 E Weatherford Fort Worth, TX 76196
Tennessee Dept of Revenue	Income, Sales & Use	Andrew Jackson State Office Building, 500 Deaderick St, Nashville, TN 37242
Texas Commission on Environmental Quality	Other Taxes and Fees	Dallas/Fort Worth Regional Office, 2309 Gravel Dr, Fort Worth, TX 76118-6951
Texas Comptroller of Public Accounts	Income, Sales & Use	Lyndon B Johnson State Office Building, 111 East 17th St, Austin, TX 78774
Todd County PVA	Property Tax	P.O. Box 593, Elkton, KY 42220
United States Environmental Protection Agency (EPA)	Other Taxes and Fees	United States Environmental Protection Agency, Region 1, 5 Post Office Square, Suite 100, Boston, MA 02109-3912
Utah County Assessor	Property Tax	100 East Center St., Suite 1100 Provo, UT 84606
Utah Dept of Taxation	Income, Sales & Use	210 North 1950 West Salt Lake City, UT 84134
Virginia Dept of Taxation	Income, Sales & Use	1957 Westmoreland St, Richmond, VA 23230
Warren County PVA	Property Tax	429 E. 10th Ave, Bowling Green, KY 42101
Warren County Treasurer	Income Tax	429 East 10th Ave, Suite 200 Bowling Green, KY 42101
Washington Dept of Revenue	Sales & Use Tax	2101 4th Ave, Suite 1400, Seattle, WA 98121
Waukesha County Tax Assessor	Property Tax	819 N. 6th St, Rm. 530 Milwaukee, WI 53203-1682
Whitemarsh Township PA	Sales & Use Tax	616 Germantown Pike Lafayette Hill, PA 19444
Winona County Assessor	Property Tax	202 W Third Street, Winona, MN 55987
Wisconsin Dept of Revenue	Income, Sales & Use	2135 Rimrock Rd, Madison, WI 53713
York County Assessor	Property Tax	28 East Market Street, Room Number 110 York, PA 17401

Schedule E(iii)

**Claims Related to Claims, Defenses, Cross-Claims,
and Counter-Claims Related to Litigation and Possible Litigation**

Counterparty	Counterparty Address	Case Caption	Docket or Case No.
Vlaamse Gewest (Flemish Region)	Koning Albert II-laan 35, bus 90, 1030 Brussel, Belgium	Vlaamse Gewest v. MCC Verstraete N.V.	Case Nos. 2021/1975/A, 2021/2125/A, 2021/3072/A
Gilles Dominguez	Address on file	Dominguez c. MCC France Ouest SAS	Case No. 2023-00006054
Ricardo Martinez-Porte	Address on file	Ricardo Martinez-Porte v. W/S Packaging Mexico SA de CV, W/S Packaging Group, Inc., Multi-Color Corporation, Craig Miller, Saul Rogiero Villareal Erchard, Agustin Garza, Baker McKenzie, S.C., Javier Jaime Gonzalez, Alfonso Cesar Cortez Fernandez, Todd Schneider, Mike Cook, Rogar Alan Sarett, Tomas Burl Carlson, Dean A. Wimer, Gabriel Tlaloc Cantu Cantu, and Nuevo Leon's Public Registry	Case No. 16619/2025
Estate of Eric S. Williams and Eric Williams II	Dennis C. Mahoney John D. Georgia O'Connor, Acciani & Levy LPA 600 Vine Street Suite 1600 Cincinnati, OH 45202	Estate of Eric A. Williams v. Multi-Color Corporation	Case No. 2024 CVC 00070
Jimmy Castillo	Larry W. Lee Diversity Law Group, P.C. 515 S. Figueroa St. Suite 1250 Los Angeles, CA 90071	Jimmy Castillo, an individual and on behalf of all others similarly situated, v. Multi-Color Corporation, and Does 1 through 50 inclusive	Case No. 24CV016077
Phanomkone Boriboun	James Hawkins APLC 9880 Research Dr. Suite 200 Irvine, CA 92618	PHANOMKONE BORIBOUN, individually and on behalf of all others similarly situated vs Multi-Color Corporation	Case No. 24CV001071
Mijason Bracy	Arrash T. Fattahi Arman S. Salehi Wilshire Law Firm 3055 Wilshire Blvd. 12th Floor Los Angeles, CA 90010	Mijason Bracy v. W/S Packaging Group, Inc. et. al.	Case No. 30-2024-0142313-CU-OE-CXC
Victor Figueroa and Alden Perez	Bokhour Law Group 1901 Avenue of the Stars Suite 450 Los Angeles, CA 90067	Victor Figueroa and Alden Perez, on behalf of themselves and all others similarly situated, v. Multi-Color Corporation	Case No. 24CV0000347

Counterparty	Counterparty Address	Case Caption	Docket or Case No.
Cynthia Izquierdo	Brian J. Mankiin, Esq. Misty M. Lauby, Esq. Lauby, Mankin & Lauby LLP 5198 Arlington Avenue PMB 513 Riverside, CA 92504	Cynthia Izquierdo, on behalf of herself and all others similarly situated, v. Multi-Color Corporation and W/S Packaging Group, Inc.	Case Nos. 30-2024-01388573-CU-OE-CXC and 30-2024-01403003-CU-OE-CX
Kenneth Zieg	Haines Law Group, APC 2155 Campus Dr. El Segundo, CA 90245	Kenneth Zieg, as an individual and on behalf of all others similarly situated v. W/S Packaging Group, Inc. and Multi-Color Corporation	Case No. 30-2024-01394886-CU-OE-CXC
Pickleball Sports, LLC	Gregory Straub Pickleball Sports, LLC Managing Member PO Box 733 Brookfield, WI 53008 - 0733	Rent Arrears Claim (Subtenant)	N/A
Lassonde Specialties Inc.	Fasken Martineau DuMoulin LLP 800 Victoria Square Suite 3700 Montreal, Quebec H4Z 1E9 Mtre Nicolas-Karl Perrault	Lassonde Specialties, Inc. v. Multi-Color Canada Inc. (formerly FD Alpha Canada Acquisition Inc).	Case No. 700-17-021014-245
Ryan Cuny	David J. Stein, Esq. Kara E. Angeletti, Esq. Zac Pestine, Esq. Greenberg Traurig, LLP 360 N. Green Street, Suite 1300 Chicago, IL 60607 312-456-1003	Multi-Color Corporation vs. Ryan Cuny	Case No. 1:25-cv-03948

Exhibit F

Restructuring Transactions Memorandum

Certain documents, or portions thereof, contained or to be contained in this **Exhibit F** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Restructuring Transactions Memorandum

Pursuant to the *Joint Prepackaged Chapter 11 Plan of Reorganization of Multi-Color Corporation, and Its Debtors Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 17] (as may be altered, amended, modified, or supplemented from time to time, the "Plan"), the Debtors or the Reorganized Debtors, as applicable, intend to implement the Restructuring Transactions described in the Plan and herein in accordance with this Restructuring Steps Memorandum, the Plan, and any other supplemental or detailed transaction steps as agreed to by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor. Capitalized terms used but not otherwise defined herein shall have the meanings as given to them in the Plan.

The Debtors reserve the right to modify this Restructuring Transactions Memorandum at any time, including after the Effective Date, and the Restructuring Transactions remain subject to modification, refinement, and change in all respects at any time, subject in all respects to the consent rights in the Plan and Restructuring Support Agreement. This Restructuring Transactions Memorandum provides a summary and overview of the transaction steps agreed to by the Debtors, the Required Consenting First Lien Lenders, and the Plan Sponsor. The list of steps in this Restructuring Transactions Memorandum is not necessarily comprehensive.

The Confirmation Order shall be deemed to authorize all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan. Unless otherwise set forth below, the Restructuring Transactions are intended to be effectuated as follows and in the following order.

On the Effective Date:

Step 1: Reorganized Parent contributes the New Preferred Equity Subscription Rights to LABL Holding Corporation ("Holding"), which then contributes such rights to LABL Intermediate Holding Corporation ("Intermediate"), which then contributes such rights to LABL Acquisition Corporation ("LABL Acquisition"), in each case, as a capital contribution.

Step 2: LABL Acquisition loans the New Preferred Equity Subscription Rights to each of LABL, Inc. ("LABL"), Multi-Color Corporation ("MCC"), MCC Manufacturing, Inc. ("Manufacturing"), and W/S Packaging Group, LLC ("W/S Packaging") in amounts set forth in the definitive documentation for such loans.

Step 3: Each of LABL, MCC, Manufacturing, and W/S Packaging transfers the New Preferred Equity Subscription Rights received in Step 2 to Holders of Allowed First Lien Secured Claims in partial satisfaction of their Claims.

Step 4: Holders of Allowed First Lien Secured Claims exercise their New Preferred Equity Subscription Rights and purchase New Preferred Equity from Reorganized Parent for Cash and also receive the New Preferred Equity Participation Premium and the New Preferred Equity Investment Backstop Parties purchase New Preferred Equity from Reorganized Parent for Cash pursuant to their funding obligations with respect to New Preferred Equity Investment Holdback and also receive the New Preferred Equity Investment Backstop Commitment Premium.

Step 5: CD&R Label Holdings II, L.P. purchases New Common Equity from Reorganized Parent for Cash and receives the Plan Sponsor Equity Investment Commitment Premium.

Step 6: Reorganized Parent contributes ((i) through (iv), collectively, the "Plan Consideration"): (i) the Cash received in Steps 4 and 5, (ii) the First Lien New Preferred Equity Allocation, (iii) the First Lien New Common Equity Allocation and the Junior Funded Debt New Common Equity Allocation, and (iv) the New Warrants to Holding, which then contributes such Plan Consideration to Intermediate, which then contributes such Plan Consideration to LABL Acquisition, in each case, as a capital contribution.

Step 7: LABL Acquisition loans the Plan Consideration to each of LABL, MCC, Manufacturing, and W/S Packaging in amounts set forth in the definitive documentation for such loans.

Step 8: MCC and Manufacturing issue the New Debt and distribute a portion of the New Debt to LABL in an amount set forth in the definitive documentation for such distribution. If applicable, LABL and certain of the existing U.S. and non-U.S. subsidiary borrowers under the ABL Facility issue the New ABL Facility. In addition, MCC and Manufacturing pay the New Debt Backstop Premium to the Plan Sponsor and certain members of the Secured Ad Hoc Group.

Step 9: To the extent necessary to fund distributions on Allowed ABL Facility Claims, MCC contributes a portion of the Cash received in Step 7 or from its Cash on hand, as applicable, to Multi-Color German Group GmbH ("German GmbH").

Step 10: German GmbH loans the Cash received in Step 9 to MCC Verstraete N.V. ("Verstraete").

Step 11: The following distributions to Holders of Claims occur in accordance with the Plan:

a. Each of LABL, MCC, Manufacturing, and W/S Packaging transfers the Plan Consideration received in Step 7 and the New Debt issued in Step 8, together with any Cash on hand necessary to fund distributions under the Plan, to Holders of Allowed First Lien Secured Claims and Allowed First Lien Deficiency Claims in satisfaction of their Claims; provided, that to the extent a Holder of Allowed First Lien Secured Claims or Allowed First Lien Deficiency Claims makes a New Common Equity Debt Election, such Holder shall receive New Term Loans in this step in lieu of its applicable New Common Equity Debt Election Shares and the Plan Sponsor and members of the Secured Ad Hoc Group (as applicable) shall receive such New Common Equity Debt Election Shares in this step.

b. LABL transfers to Holders of Allowed Unsecured Notes Claims their share of the Junior Funded Debt Cash Consideration and the Junior Funded Debt New Common Equity Allocation in satisfaction of their Claims; provided, that to the extent a Holder of Allowed Unsecured Notes Claims makes a New Common Equity Debt Election, such Holder shall receive New Term Loans in this step in lieu of its applicable New Common Equity Debt Election Shares and the Plan Sponsor and members of the Secured Ad Hoc Group (as applicable) shall receive such New Common Equity Debt Election Shares in this step.

c. LABL and Verstraete transfer to Holders of Allowed ABL Facility Claims, based on the election of each such Holder, Cash and/or refinanced loans under the New ABL Facility in satisfaction of their Claims.

d. Each of MCC and Manufacturing transfers Cash in satisfaction of the Allowed DIP New Money Claims.

e. MCC transfers Cash to Holders of Administrative Claims in satisfaction of their Claims.

f. Each of MCC and Manufacturing transfers New Debt in satisfaction of Allowed DIP Roll-Up Claims.

General Authority With Respect to Intercompany Claims and Other Restructuring Transactions Steps:

At any point following the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may, but will not be required to: (i) merge out of existence, liquidate, dissolve, convert into different entity forms, and/or make elections to change their classification for income tax purposes; (ii) set off, settle, distribute, contribute, cancel, or release without any distribution with respect to the Intercompany Claims; or (iii) transfer assets, rights, obligations, personnel, and similar items among the Debtors or Reorganized Debtors, as applicable, in each case, in furtherance of the transactions contemplated by the Plan.