Docket #0703 Date Filed: 04/04/2026

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1(b)
In re: MULTI-COLOR CORPORATION, *et al*., Debtors.[1]

Order Filed on April 2, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 26-10910 (MBK)

(Jointly Administered)

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF EVERCORE GROUP L.L.C. AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN TIMEKEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through thirteen (13), is **ORDERED**.

DATED: April 2, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[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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Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and
Debtors in Possession

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* (the "Application")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to retain and employ Evercore as their investment banker, effective as of the Petition Date; (b) waiving certain timekeeping requirements pursuant to Local Rule 2016-1, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court in connection with Evercore's engagement; and (c) granting related relief, all as more fully set forth in the Application; and upon the Banks Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

(the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Application is **GRANTED** on a final basis as set forth herein.

2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to retain Evercore as investment banker to the Debtors in these chapter 11 cases effective as of the Petition Date on the terms and conditions set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1**, as modified herein.

3. Evercore shall be compensated for fees and reimbursed for its reasonable, documented out-of-pocket expenses by the Debtors in accordance with the terms of the Engagement Letter (together with all attachments thereto), as modified herein, and all fees and out-of-pocket expense reimbursements to be paid to Evercore, including the Monthly Fees, Progress Fee, Financing Fees, and Restructuring Fee, are approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter, as modified herein. All compensation and reimbursement of expenses payable under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, except as expressly set forth herein.

4. Notwithstanding anything in the Application, Banks Declaration, or Engagement Letter to the contrary, Evercore shall apply any remaining amounts of any prepetition retainers or advances as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Evercore. Evercore is authorized without further order of the Court to apply amounts from any prepetition retainer or advance that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Evercore for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices. At the conclusion of Evercore's engagement by the Debtors, if the amount of any prepetition retainer or advance held by Evercore is in excess of the amount of Evercore's outstanding and estimated fees, expenses, and costs, Evercore will pay to the Debtors the amount by which any prepetition advance or retainer exceeds such fees, expenses, and costs, in each case in accordance with the Application and Engagement Letter.

5. Notwithstanding anything to the contrary contained herein or in the Application and/or Engagement Letter, Evercore shall file fee applications for allowance of compensation and reimbursement of its out-of-pocket expenses incurred pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other procedures or orders of the Bankruptcy Court; *provided*, *however*, the compensation, fees, and expenses payable to Evercore pursuant to the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, and shall not be subject to any other standard of review set forth in section 330 of the Bankruptcy Code, except,

notwithstanding any provisions to the contrary in this Order, the U.S. Trustee shall retain the right and be entitled to object to Evercore's fees, expenses, and other compensation based on the reasonableness standard provided for in section 330 of the Bankruptcy Code. Evercore shall be entitled to seek interim allowance and payment of any Monthly Fee, Progress Fee, Financing Fee, and/or Restructuring Fee by filing an application in accordance with any order entered by the Court in these chapter 11 cases allowing for interim compensation; *provided* that Evercore shall be entitled to file and serve such application in respect of any Financing Fee or Restructuring Fee immediately upon the consummation of such transaction. Notwithstanding the foregoing, the full amount of any Financing Fee or Restructuring Fee will be escrowed upon the consummation of the applicable transaction until such amounts are permitted to be paid to Evercore pursuant to this Order, any interim compensation order, or a further order of this Court.

6. Notwithstanding paragraphs 3 and 5 hereof, the U.S. Trustee shall retain the right to object to the compensation, fees, and expenses to be paid to Evercore pursuant to the Application and the Engagement Letter, including the any Monthly Fee, Progress Fee, Financing Fee, and Restructuring Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Evercore's compensation. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Evercore's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record

shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Evercore's fees.

7. Evercore shall file any fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. In light of services to be provided by Evercore and the structure of Evercore's compensation pursuant to the Engagement Letter, Evercore and its professionals shall be granted a limited waiver of the information-keeping requirements of Bankruptcy Rule 2016(a), Local Rule 2016-1, the U.S. Trustee Guidelines, and any otherwise applicable orders or procedures of the Court in connection with the services to be rendered pursuant to the Engagement Letter. Evercore is hereby authorized to keep reasonably detailed time records in half-hour increments and shall not be required to conform to any schedule of hourly rates, and will submit, with any fee application, together with the time records, a narrative summary of services rendered and will identify each professional rendering services and the total amount of compensation requested by Evercore.

8. Evercore's Monthly Fee shall be prorated for any month in which Evercore is not employed for each day of the month, and Evercore shall refund the prorated amount of any Monthly Fee paid in advance.

9. Evercore will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new

relevant facts or relationships are discovered or arise, Evercore will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

10. The indemnification, contribution, and reimbursement provisions set forth in the Indemnification Agreement are approved, subject, during the pendency of these chapter 11 cases, to the following modifications:

(a) No Indemnified Person shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

(b) The Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such Indemnified Person's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of such Indemnified Person's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and

(c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the

payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Persons for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Evercore and the other Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement.

11. Evercore shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

12. The second paragraph of Schedule I of the Engagement Letter is modified by deleting the following thereof: "provided, however, that, to the extent permitted by applicable law, in no event shall Evercore or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Evercore for such financial advisory services." In addition, any other limitations of liability provisions or limitations on amounts to be contributed by Evercore in the Application or the Engagement Letter shall be eliminated during the pendency of these chapter 11 cases.

13. Notwithstanding anything to the contrary in the Application, Banks Declaration, and/or the Engagement Letter, all fees paid to Evercore by the Debtors pursuant to the Engagement Letter during these chapter 11 cases are subject to disgorgement unless and until they are approved by the Court on a final basis, after submission of Evercore's final fee application.

14. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, the Banks Declaration, and this Order, the terms of this Order shall govern.

15. To the extent the Debtors wish to expand the scope of Evercore's services beyond those services set forth in or contemplated in the Engagement Letter or this Order (and as to which

additional compensation would otherwise be payable), the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel for any committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within fourteen (14) days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

16. Notwithstanding anything in the Application, the Banks Declaration, and/or the Engagement Letter to the contrary: (a) Evercore shall, to the extent that Evercore uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these chapter 11 cases; (i) pass through the cost of such Contractors to the Debtors at the same rate that Evercore pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014; (iv) file such disclosures required by Bankruptcy Rule 2014 with the Court; and (v) attach any such Contractor invoices to its fee applications filed in these chapter 11 cases. In the event Evercore seeks to use any of its affiliates to perform services for the Debtors (separate from the services being provided under the Engagement Letter), the Debtors shall seek the separate retention of any such affiliates.

17. In the event that, during the pendency of these chapter 11 cases, Evercore seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be included in Evercore's fee application and such invoices and time records shall be in compliance with the

Local Rules, the U.S. Trustee Guidelines, and approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

18. Notwithstanding the foregoing, Evercore shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law; *provided*, *however*, that Evercore shall not seek reimbursement from the Debtors' estates for any fees incurred in defending Evercore's fee applications in these chapter 11 cases.

19. Notwithstanding anything in the Application, the Banks Declaration, and/or the Engagement Letter to the contrary, Evercore shall provide any and all fee applications in searchable electronic format ("LEDES" or "Excel") to the U.S. Trustee.

20. Notwithstanding anything in the Application, the Banks Declaration, and/or the Engagement Letter to the contrary, Evercore shall have the fiduciary duties, if any, imposed on it under applicable law.

21. Notwithstanding anything in the Application, the Banks Declaration, and/or the Engagement Letter to the contrary, in the event that any Restructuring Fee and/or Financing Fee is earned and paid to Evercore prior to the conclusion of the Debtors' pending chapter 11 cases, Evercore shall continue to provide services to the Debtors until the conclusion of these chapter 11 cases pursuant to the terms of the Engagement Letter (unless precluded from doing so as a matter of applicable law, rule, or regulation) unless permitted to cease providing such services following notice and approval of this Court, and shall continue to earn and be paid its Monthly

Fees pursuant to the Engagement Letter and this Order until the conclusion of these chapter 11 cases.

22. Notwithstanding anything in the Application, the Banks Declaration, and/or the Engagement Letter to the contrary, termination of Evercore's retention shall only commence upon entry of an order by this Court terminating Evercore's retention.

23. Notwithstanding anything in the Application or any supporting declarations to the contrary, Evercore shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost.

24. None of the fees payable to Evercore shall constitute a "bonus" or fee enhancement under applicable law.

25. To the extent that there may be any inconsistency between the terms of the Engagement Letter (including the Indemnification Agreement), the Application, the Banks Declaration, and this Order, the terms of this Order shall govern.

26. The Debtors and Evercore are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

27. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order shall be effective and enforceable immediately upon entry hereof.

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

29. Notwithstanding anything to the contrary in the Application, the Banks Declaration or the Engagement Letter, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of the Engagement Letter (including the Indemnification Agreement), this Order, and Evercore's engagement during the pendency of these chapter 11 cases.

Exhibit 1

Engagement Letter

October 10, 2025

Labels Buyer, LLC
4053 Clough Woods Drive Batavia, OH 45103
Attention: Linn Harson, Chief Legal Officer

Ladies and Gentlemen:

This engagement letter (this "Agreement") is to formalize the arrangement between Evercore Group L.L.C. ("Evercore") and Labels Buyer, LLC (together with any direct or indirect subsidiaries, the "Company") regarding the retention of Evercore by the Company as a financial advisor for the purposes set forth herein.

Assignment Scope:

The Company hereby retains Evercore as its financial advisor to provide the Company with general investment banking advice and to advise it in connection with any Restructuring, Financing, and/or Liability Management transactions (each defined below) on the terms and conditions set forth herein.

As used in this Agreement, the term "Restructuring" shall mean, collectively, any restructuring, reorganization and/or recapitalization, however such result is achieved, including, without limitation, through one or more of the following: (i) a plan of reorganization or liquidation confirmed pursuant to 11 U.S.C. §101 *et. seq.*, as from time to time amended, or any other current or future federal statute or regulation that may be applicable to such plan (11 U.S.C. §101 *et. seq.* and those other statutes and regulations are referred to herein generically as the "Bankruptcy Code")), (ii) a refinancing, cancellation, forgiveness, satisfaction, retirement, purchase, assumption and/or a material modification or amendment to the terms of the Company's outstanding indebtedness (including bank debt, bond debt, preferred stock, and other on and off balance sheet indebtedness), trade claims, leases (both on and off balance sheet), litigation-related claims and obligations, unfunded pension and retiree medical liabilities, lease obligations, partnership interests and other liabilities (collectively, the "Existing Obligations") including pursuant to a sale, repurchase or an exchange transaction, a Plan (as defined below) or a solicitation of consents, waivers, acceptances or authorizations, (iii) an acquisition, merger, consolidation, or other business combination, including a sale pursuant to section 363 of the Bankruptcy Code (including via credit bid), pursuant to which a majority of the business, assets, or existing equity or securities of the Company are, directly or indirectly, sold or transferred to, or combined with, another company (other than an ordinary course intra-company transaction), or (iv) any maturity extension, exchange offer, tender offer, consent solicitation, conversion, cancellation, retirement, and/or purchase of the Company's outstanding indebtedness (including bank debt, bond debt, and other funded indebtedness) that results in a reduction of principal compared to amounts outstanding today.

As used in this agreement, the term "Financing" shall mean the issuance, sale or placement of newly issued or treasury equity, equity-linked or debt securities, instruments or

obligations of the Company with one or more lenders and/or investors or security holders (each such lender or investor, an "Investor"), including any "debtor-in-possession financing" ("DIP Financing"), whether on a standalone basis or convertible into an exit facility (any such DIP Financing convertible into an exit facility, a "DIP-to-Exit Financing") or other "exit financing" in connection with a case under the Bankruptcy Code or a refinancing, repricing, rights offering or any loan or other financing or obligation.

As used in this Agreement, the term "Liability Management" shall mean either:

(i) Any maturity extension of the Company's outstanding indebtedness at par (including bank debt, bond debt, and other funded indebtedness) such that no material term loan or note maturity occurs prior to January 1, 2030, or

(ii) Any issuance, sale or placement of debt, equity or equity-linked securities (A) issued at non-guarantors of the Company's funded debt and/or (B) issued at unrestricted subsidiaries of the Company and/or (C) issued at borrower entities in the restricted group as to which additional credit support is provided by an entity that was not previously a guarantor of the Company's funded debt and/or (D) as to which liens are granted in respect of additional collateral not already pledged for the benefit of the Company's funded debt.

in each case in one or a series of transactions, regardless of the form or structure thereof which is consummated outside of proceeding pursuant to the Bankruptcy Code.

Description of Services:

1. Evercore agrees, in consideration of the compensation provided in Section 2 below, to perform the following services, to the extent requested by the Company and Evercore deems such services reasonable, appropriate and feasible:

    a. Reviewing and analyzing the Company's business, operations and financial projections;

    b. Advising and assisting the Company in a Restructuring, Financing, and/or Liability Management transaction, if the Company determines to undertake such a transaction;

    c. Providing financial advice in developing and implementing a Restructuring, which may include:

        i. Evaluating transaction alternatives and financial implications on the Company's capital structure and financial condition;

        ii. Analyzing various Restructuring scenarios and the potential impact of those scenarios on the value of the Company and the recoveries of those stakeholders impacted by the Restructuring;

iii. Assisting the Company in developing a restructuring plan or plan of reorganization, including a plan of reorganization pursuant to the Bankruptcy Code (any such plans are referred to generically herein as the "Plan");

iv. Advising and assisting the Company in structuring, negotiating, implementing, and otherwise responding to the financial aspects of a Restructuring, in each case on behalf of the Company and subject to the terms and conditions of this Agreement;

v. Providing financial advice and assistance in structuring any new securities to be issued pursuant to the Restructuring;

vi. Advising the Company on tactics and strategies for negotiating with various stakeholders regarding the Plan;

vii. Participating in negotiations among the Company, its creditors, and other interested parties with respect to any Restructuring;

viii. Providing testimony, as necessary, with respect to matters on which Evercore has been engaged to advise the Company in any proceedings under the Bankruptcy Code that are pending before a court (generically referred to herein as the "Bankruptcy Court") exercising jurisdiction over the Company as a debtor; and,

ix. Providing the Company with other financial restructuring advice as is customarily provided in connection with the analysis and negotiation of a Restructuring as requested and mutually agreed.

d. If the Company pursues a Financing, assisting the Company in:

i. Structuring and effecting a Financing;

ii. Identifying potential Investors (as defined below) and, at the Company's request, contacting such Investors; and,

iii. Working with the Company in negotiating with potential Investors.

e. Providing financial advice in developing and implementing a Liability Management Transaction, which may include:

i. Evaluating alternatives and the financial implications on the Company's capital structure and financial condition;

ii. Assisting the Company in structuring and effecting any Liability Management Transaction;

iii. Advising the Company on tactics and strategies for negotiating with various stakeholders regarding the Liability Management Transaction;

iv. Participating in negotiations among the Company, its creditors, and other interested parties with respect to any Liability Management Transaction; and

v. Providing the Company with other financial and/or restructuring advice as Evercore and the Company may deem appropriate.

It is understood that nothing contained herein shall constitute an express or implied commitment by Evercore to act in any capacity or to underwrite, place or purchase any financing or securities, which commitment, if any, shall be set forth in a separate underwriting placement or other appropriate agreement relating to a Financing.

In rendering its services to the Company hereunder, Evercore is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Restructuring, Liability Management Financing and/or other transaction.

Evercore shall not have any obligation or responsibility to provide accounting, audit, "crisis management" or business consultant services to the Company, and shall have no responsibility for design or implementation of operating, organizational, administrative, cash management or liquidity improvements; nor shall Evercore be responsible for providing any tax, legal or other specialist advice. The Company confirms that it will rely on its own counsel, accountants and similar expert advisors for legal, accounting, tax and other similar advice.

Fees:

2. As compensation for the services rendered by Evercore hereunder, the Company agrees to pay Evercore the following fees in cash as and when set forth below:

   a. A monthly fee of $200,000 (a "Monthly Fee"), payable on the 1st day of each month commencing January 1, 2026 until the earlier of the consummation of a Restructuring or Liability Management transaction or the termination of Evercore's engagement.

   b. A fee of $6,000,000 (a "Progress Fee"), payable on the earlier of (i) the date the Company first enters into substantive discussions on any Restructuring or Liability Management with any debt holder, group of debt holders, or other creditor party (including any financial or legal advisor acting on their behalf) holding or representing any one of the Company's term loans, secured notes, or unsecured notes, and (y) December 1, 2025. The Progress Fee shall be 100% credited (without duplication) against any Restructuring Fee or Liability Management Fee as soon as all or a portion of either a Restructuring Fee or Liability Management Fee becomes

payable; provided, that, in the event of a Chapter 11 filing, any such credit of fees contemplated by this sentence shall only apply to the extent that all such Monthly Fees and the Restructuring Fee are approved in their entirety by the Bankruptcy Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.

c. A fee of $22,500,000 (a "Restructuring Fee"), payable upon consummation of any Restructuring.

d. A fee of $15,000,000 (a "Liability Management Fee"), payable upon the consummation of any Liability Management transaction.

For avoidance of doubt, in the event a Liability Management Fee is earned and paid in full, no Financing Fee shall be payable.

e. A fee (a "Financing Fee"), payable upon consummation of any Financing and incremental to any Restructuring Fee, but not incremental to any Liability Management Fee, equal to the following:

i. Applicable percentage(s) set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
DIP Financing (including any DIP-to-Exit Financing)	1.50%
Any other secured or unsecured indebtedness (excluding a DIP-to-Exit Financing)	1.50%
Equity or Equity-linked Securities/Obligations	3.50%

For purposes of calculating each Financing Fee, "Gross Proceeds" shall equal the aggregate amount of capital committed, whether or not drawn or funded.

ii. Notwithstanding the foregoing, no Financing Fee shall be payable on any Financing (i) that is provided by the Company's existing equity holders or any affiliated entities that hold equity investments in the Company, (ii) in connection with a Liability Management Fee has been earned and paid in full or (iii) if a bank other than Evercore leads the Financing as a lead arranger or syndication agent.

iii. Notwithstanding anything to the contrary herein, any Financing Fee earned in connection with any DIP Financing or DIP-to-Exit Financing shall apply only to the aggregate amount of any "new money" DIP Financing or DIP-to-Exit Financing issued and/or committed and there shall be no Financing Fee payable in respect of any "roll-up" DIP Financing (including, without limitation, the conversion of any existing debt into DIP Financing or DIP-to-Exit Financing).

iv. Notwithstanding anything to the contrary herein, any Financing Fee earned in connection with any DIP Financing or DIP-to-Exit Financing shall be payable in full upon the earlier of (a) the execution of a commitment letter

or other similar document with respect to such DIP Financing or DIP-to-Exit Financing or (b) the closing of such DIP Financing or DIP-to-Exit Financing (regardless of draw or funding schedule).

v. Notwithstanding anything to the contrary herein, a Financing Fee shall be payable in connection with any Financing that is provided by the Company's existing creditors.

vi. For the avoidance of doubt, a Financing Fee shall only be earned and payable in connection with any Financing for which Evercore is expressly engaged and directed by the Company to arrange or structure such Financing.

f. In addition to any fees that may be payable to Evercore and, regardless of whether any transaction occurs, the Company, on a monthly basis, shall promptly reimburse to Evercore (a) all reasonable and documented expenses (including travel and lodging, data processing and communications charges, courier services and other appropriate expenditures) and (b) other documented reasonable fees and expenses, including expenses of counsel, if any (provided that Evercore informs the Company in writing prior to engaging such counsel).

g. If Evercore provides services to the Company for which a fee is not provided herein (including, but not limited to, mergers & acquisitions and/or asset sale activity), then, solely to the extent such services were actually requested by the company, such services shall, except insofar as they are the subject of a separate agreement, be treated as falling within the scope of this Agreement, and the Company and Evercore will agree upon a fee for such services based upon good faith negotiations.

h. All amounts referenced hereunder reflect United States currency and shall be paid promptly in cash after such amounts accrue hereunder.

In addition, the Company and Evercore acknowledge and agree that more than one fee may be payable to Evercore under subparagraphs 2(b), 2(c), 2(e) and/or 2(g) hereof in connection with any single transaction or a series of transactions, it being understood and agreed that if more than one fee becomes so payable to Evercore in connection with a series of transactions, each such fee shall be paid to Evercore; provided, however, that a single transaction can trigger either (i) a Liability Management Fee or (ii) a Restructuring Fee, but not both.

Notwithstanding anything to the contrary herein, if a Restructuring and/or Financing is to be completed in whole or in part, through an out-of-court transaction or through a pre-packaged Plan or pre-arranged Plan, (i) (a) in the case of a pre-packaged or similar Plan (including any Plan for which solicitation of votes in respect of such Plan will commence prior to, but remain incomplete upon, commencement of the Chapter 11 proceedings), 75% of the fees pursuant to subparagraphs 2(c) and 2(e) shall be earned and shall be payable upon the execution of definitive agreements or delivery of binding consents with sufficient majorities with respect to such Plan and (b) in the case of a pre-arranged Plan or out-of-court transaction, 50% of the fees pursuant to subparagraphs 2(c) and 2(e) shall be earned

and shall be payable upon obtaining support (e.g., via an executed term sheet, restructuring support agreement or other agreement in principle documenting the key terms of such pre-arranged Plan or similar out-of-court transaction), from one or more of the Company's key creditor classes and (ii) the remainder of such fees shall be earned and shall be payable upon (a) consummation of such Plan or (b) in the case of an out-of-court transaction, upon consummation of such transaction; provided, further, that in the event that Evercore is paid a fee in connection with a pre-packaged Plan, pre-arranged Plan, or out-of-court transaction, and such Plan or out-of-court transaction is not thereafter confirmed or consummated, then such fee previously paid to Evercore may be credited by the Company against any subsequent fee hereunder that becomes payable by the Company to Evercore.

The Company acknowledges that the fee structure herein, including the Monthly Fees, reflects the substantial commitment of professional time and effort that will be required of Evercore and its professionals and in light of the fact that (i) such commitment may foreclose other opportunities for Evercore and (ii) the actual time and commitment required of Evercore and its professionals to perform its services may vary substantially from week to week and month to month, creating "peak load" issues for Evercore.

Support of Fees and Retention in Bankruptcy Code Proceedings:

3. In the event the Company obtains support (e.g., via an executed term sheet, restructuring support agreement, or other agreement in principle documenting the key terms of a Plan and/or out-of-court restructuring) from one or more of the Company's key creditor classes (such creditors the "Supporting Creditors" and any such documentation of support, an "RSA"), the Company agrees that it will use commercially reasonable efforts to include in the RSA a provision that the Supporting Creditors affirmatively agree to support and not to object or in any way oppose: (i) the retention of Evercore; (ii) the terms and conditions set forth in this Agreement including, for the avoidance of doubt, the fee and expense structure included herein; and/or (iii) any fee statement or application submitted by Evercore to the Bankruptcy Court. In the event of the commencement of Chapter 11 proceedings, the Company agrees that it will use reasonable best efforts to obtain prompt authorization from the Bankruptcy Court to retain Evercore on the terms and conditions set forth in this Agreement under the provisions of 11 U.S.C. §§ 327 and 328 subject to the standard of review provided in Section 328(a), and not subject to the standard of review under 11 U.S.C. § 330 or any other standard of review. Subject to being so retained, Evercore agrees that during the pendency of any such proceedings, it shall continue to perform its obligations under this Agreement and that it shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and orders of the Bankruptcy Court. The Company shall supply Evercore with a draft of the application and proposed retention order authorizing Evercore's retention sufficiently in advance of the filing of such application and proposed order to enable Evercore and its counsel to review and comment thereon. Evercore shall be under no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Evercore's retention under the

terms of this Agreement is approved under Section 328(a) by final order of the Bankruptcy Court, not subject to appeal, which order is acceptable to Evercore. In so agreeing to seek Evercore's retention under Section 328(a), the Company acknowledges that it believes that Evercore's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Restructuring, Liability Management and/or Financing, that the value to the Company of Evercore's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent fees are reasonable under the standard set forth in Section 328(a), regardless of the number of hours to be expended by Evercore's professionals in the performance of the services to be provided hereunder. No fee payable to any other person, by the Company or any other party, shall reduce or otherwise affect any fee payable hereunder to Evercore.

Other:

4. Evercore's engagement hereunder is premised on the assumption that the Company will make available to Evercore all information and data that Evercore reasonably deems appropriate in connection with its activities on the Company's behalf and will not omit or withhold any material information, subject in each case to applicable law. The Company represents and warrants to Evercore that to the best of the Company's knowledge, any information heretofore or hereafter furnished to Evercore is and will be true and correct in all material respects. The Company recognizes and consents to the fact that (a) Evercore will use and rely on the accuracy and completeness of public reports and other information provided by others, including information provided by the Company, other parties and their respective officers, employees, auditors, attorneys or other agents in performing the services contemplated by this Agreement, and (b) Evercore does not assume responsibility for, and may rely without independent verification upon, the accuracy and completeness of any such information.

5. Evercore's engagement hereunder may be terminated by the Company or Evercore at any time upon written notice and without liability or continuing obligation to the Company or Evercore, except that following such termination (except for termination by the Company for "Cause") Evercore shall remain entitled to any fees accrued pursuant to Section 2 but not yet paid prior to such termination, and to reimbursement of reasonable expenses incurred prior to such termination, and Evercore shall remain entitled to full payment of all fees contemplated by Section 2 hereof in respect to any Restructuring, Liability Management and/or Financing announced or occurring during the period from the date hereof until 12 months following such termination. "Cause" shall mean a finding of fraud, gross negligence, or willful misconduct by Evercore or its affiliates in the performance of their services hereunder.

6. Nothing in this Agreement, expressed or implied, is intended to confer or does confer on any person or entity other than the parties hereto or their respective successors and assigns, and to the extent expressly set forth in accordance with the indemnification agreement ("Indemnification Agreement") attached to this Agreement as Schedule I,

the Indemnified Persons (as defined in the Indemnification Agreement), any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Evercore hereunder. The Company acknowledges that Evercore is not acting as an agent of the Company or in a fiduciary capacity with respect to the Company and that Evercore is not assuming any duties or obligations other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency, joint venture or partnership. Evercore shall at all times be and be deemed to be an independent contractor. Nothing herein is intended to create or shall be construed as creating a fiduciary relationship between Evercore and the Company or its Board of Directors. No party to this Agreement nor its employees or agents shall have any authority to act for or to bind the other party in any way or to sign the name of the other party or to represent that that the other party is in any way responsible for the acts or omissions of such party.

7. As part of the compensation payable to Evercore hereunder, the Company agrees to indemnify Evercore and certain related persons in accordance with the Indemnification Agreement. The provisions of the Indemnification Agreement are an integral part of this Agreement, and the terms thereof are incorporated by reference herein. The provisions of the Indemnification Agreement shall survive any termination or completion of Evercore's engagement hereunder.

8. The Company agrees that it is solely responsible for any decision regarding a transaction, regardless of the advice provided by Evercore with respect to such a transaction. The Company acknowledges that the Company's appointment of Evercore pursuant to this Agreement is not intended to achieve or guarantee the closing of a transaction and that Evercore is not in a position to guarantee the achievement or closing of a transaction.

9. The Company recognizes that Evercore has been engaged only by the Company and that the Company's engagement of Evercore is not deemed to be on behalf of and is not intended to confer rights on any shareholder, partner or other owner of the Company, any creditor, lender or any other person not a party hereto or any of its affiliates or their respective directors, officers, members, agents, employees or representatives. Unless otherwise expressly agreed, no one, other than senior management or the Board of Directors of the Company, is authorized to rely upon the Company's engagement of Evercore or any statements, advice, opinions or conduct by Evercore. Without limiting the foregoing, any advice, written or oral, rendered to the Company's Board of Directors or senior management in the course of the Company's engagement of Evercore are solely for the purpose of assisting senior management or the Board of Directors of the Company, as the case may be, in evaluating the Restructuring, Liability Management, Financing or other transaction and does not constitute a recommendation to any stakeholder of the Company that such stakeholder might or should take in connection with a transaction. Any advice, written or oral, rendered by Evercore may not be disclosed publicly or made available to third parties without the prior written consent of Evercore, *provided* that the Company may disclose

such information (i) on a confidential and non-reliance basis, to its directors, accountants, and attorneys, in each case, who have a "need to know" in connection with the transaction or (ii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, so long as the Company shall have (to the extent not prohibited by law) promptly notified Evercore of such disclosure requirement.

10. In order to coordinate Evercore's efforts on behalf of the Company during the period of Evercore's engagement hereunder, the Company will promptly inform Evercore of any discussions, negotiations, or inquiries regarding a potential transaction, including any such discussions or inquiries that have occurred during the six month period prior to the date of this Agreement.

11. This Agreement (including the Indemnification Agreement) between Evercore and the Company, embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect this Agreement in any other respect, which will remain in full force and effect. This Agreement may not be amended or modified except in writing signed by each of the parties.

12. In the event that, as a result of or in connection with Evercore's engagement for the Company, Evercore becomes involved in any legal proceeding or investigation or is required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, the Company will reimburse Evercore for the reasonable fees and expenses of its counsel incurred in responding to such a request. Nothing in this paragraph shall affect in any way the Company's obligations pursuant to the separate Indemnification Agreement attached hereto.

13. The Company agrees that Evercore shall, only with the Company's prior written consent (email to suffice), have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder.

14. The Company acknowledges that Evercore, in the ordinary course, may have received information and may receive information from third parties which could be relevant to this engagement but is nevertheless subject to a contractual, equitable or statutory obligation of confidentiality, and that Evercore is under no obligation hereby to disclose any such information or include such information in its analysis or advice provided to the Company. In addition, Evercore or one or more of its affiliates may in the past have had, and may currently or in the future have, investment banking, investment management, financial advisory or other relationships with the Company and its affiliates, potential parties to a Transaction and their affiliates or persons that are competitors, customers or suppliers of (or have other relationships with) the Company or its affiliates or potential parties to a Transaction or their affiliates, and from which conflicting interests or duties may arise. Nothing contained herein shall limit or

preclude Evercore or any of its affiliates from carrying on (i) any business with or from providing any financial or non-financial services to any party whatsoever, including, without limitation, any competitor, supplier or customer of the Company, or any other party which may have interests different from or adverse to the Company or (ii) its business as currently conducted or as such business may be conducted in the future; *provided, however* that, during the term of this Agreement, Evercore and/or any of its affiliates shall not be engaged to provide investment banking financial advisory services to any party other than the Company in connection with a potential Transaction. The Company also acknowledges that Evercore and its affiliates engage in a wide range of activities for their own accounts and the accounts of customers, including corporate finance, mergers and acquisitions, equity sales, trading and research, private equity, asset management and related activities. In the ordinary course of such businesses, Evercore and its affiliates may at any time, directly or indirectly, hold long or short positions and may trade or otherwise effect transactions for their own accounts or the accounts of customers, in debt or equity securities, senior loans and/or derivative products relating to the Company or its affiliates, potential parties to a Transaction and their affiliates or persons that are competitors, customers or suppliers of the Company.

15. Upon Evercore's request in writing, the Company agrees to provide and procure all corporate, financial, identification and other information regarding the Company and control persons and/or beneficial owners, as Evercore may require to satisfy its obligations as a U.S. financial institution under the USA PATRIOT Act and Financial Crimes Enforcement Network regulations.

16. Evercore may, in the performance of its services hereunder, delegate the performance of all or certain services as it may select to any of its affiliated entities; provided that no such delegation by Evercore shall in any respect affect the terms hereof, and Evercore shall be responsible for any acts or omissions by any of its affiliated entities in the performance of any services delegated to such entity.

17. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile or electronic transmission shall constitute valid sufficient delivery thereof.

18. Except as provided herein, the parties hereby irrevocably consent to the exclusive jurisdiction of any New York State or United States federal court sitting in the Borough of Manhattan of the City of New York over any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such New York State or federal court. The parties irrevocably agree to waive all rights to trial by jury in any such action or proceeding and irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to each party at its address set forth above. The parties agree that a final judgment in any such action or proceeding

shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of law principles that would result in the application of any law other than the law of the State of New York). The parties further waive any objection to venue in the State of New York and any objection to any action or proceeding in such state on the basis of forum non conveniens.

If the foregoing correctly sets forth the understanding and agreement between Evercore and the Company, please so indicate in the space provided below, whereupon this letter shall constitute a binding agreement as of the date hereof.

[signature pages follow]

Very truly yours,

Evercore Group L.L.C.

By: _____
David Ying
Senior Managing Director

By: _____
Brent Banks
Senior Managing Director

Agreed to and Accepted as of the Date
October 10, 2025:

Labels Buyer, LLC

By: _____
Linn Harson
Chief Legal Officer

Schedule I

Indemnification Agreement

October 10, 2025

Labels Buyer, LLC
4053 Clough Woods Drive Batavia, OH 45103
Attention: Linn Harson, Chief Legal Officer
Ladies and Gentlemen:

In connection with the engagement of Evercore Group L.L.C. ("Evercore") to render financial advisory services to Labels Buyer, LLC (together with any direct or indirect subsidiaries, the "Company") pursuant to the engagement letter, dated October 10, 2025, the Company and Evercore are entering into this Indemnification Agreement (this "Agreement"). It is understood and agreed that in the event that Evercore or any of its members, partners, officers, directors, advisors, representatives, employees, agents, affiliates or controlling persons, if any (each of the foregoing, including Evercore, an "Indemnified Person"), become involved in any capacity in any claim, action, proceeding or investigation brought or threatened by or against any person, including the Company's stockholders, related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, the Company will promptly reimburse each such Indemnified Person for its reasonable and documented legal and other expenses (including the reasonable cost of any investigation and preparation) as and when they are incurred in connection therewith. The Company will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities or expense to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, whether or not any pending or threatened claim, action, proceeding or investigation giving rise to such losses, claims, damages, liabilities or expense is initiated or brought by or on the Company's behalf and whether or not in connection with any claim, action, proceeding or investigation in which the Company or an Indemnified Person is a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's gross negligence, bad faith or willful misconduct. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its security holders or creditors related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, except to the extent that any loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's gross negligence, bad faith or willful misconduct. Each Indemnified Person shall promptly remit to the Company any amounts paid to such Indemnified Person under this Agreement in respect of losses, claims,

damages, liabilities or expense that resulted from such Indemnified Person's gross negligence, bad faith or willful misconduct. If multiple claims are brought against Evercore in an arbitration related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, with respect to at least one of which such claims indemnification is permitted under applicable law, the Company agrees that any arbitration award shall be conclusively deemed to be based on the claims as to which indemnification is permitted and provided for hereunder, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

If for any reason the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold it harmless, then the Company shall contribute to the loss, claim, damage, liability or expense for which such indemnification is unavailable or insufficient in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by the Company and its security holders on the one hand and the party entitled to contribution on the other hand in the matters contemplated by Evercore's engagement as well as the relative fault of the Company and such party with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations. The Company agrees that for the purposes hereof the relative benefits received, or sought to be received, by the Company and its security holders and Evercore shall be deemed to be in the same proportion as (i) the aggregate consideration paid or contemplated to be paid or received or contemplated to be received by the Company or its security holders, as the case may be, pursuant to a transaction contemplated by the engagement (whether or not consummated) for which Evercore has been engaged to perform financial advisory services bears to (ii) the fees paid or payable to Evercore in connection with such engagement; provided, however, that, to the extent permitted by applicable law, in no event shall Evercore or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Evercore for such financial advisory services. The Company and Evercore agree that it would not be just and equitable if contribution hereunder were determined by pro rata allocation or by any other method that does not take into account the equitable considerations referred to herein. The Company's reimbursement, indemnity and contribution obligations under this Agreement shall be in addition to any liability which the Company may otherwise have, shall not be limited by any rights Evercore or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Evercore, and any other Indemnified Persons.

If any claim, action, proceeding or investigation shall be brought, threatened or asserted against an Indemnified Person in respect of which indemnity may be sought against the Company, Evercore shall promptly notify the Company in writing, and the Company shall be entitled, at its expense, and upon delivery of written notice to Evercore, to assume the defense thereof with counsel reasonably satisfactory to Evercore (which consent will not be unreasonably withheld, conditioned, or delayed). Such Indemnified Person shall have the right to employ separate counsel in any such claim, action, proceeding or investigation and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed

to assume the defense, pursue the defense diligently or to employ counsel in a timely manner or (iii) in such action, claim, suit, proceeding or investigation there is, in the reasonable belief of such Indemnified Person, a conflict of interest or a conflict on any material issue between the Company's position and the position of the Indemnified Person. It is understood, however, that in the situation in which an Indemnified Person is entitled to retain separate counsel pursuant to the preceding sentence, the Company shall, in connection with any one such claim, action, proceeding, investigation or separate but substantially similar or related claims, actions, proceedings or investigations in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnified Persons (unless in the reasonable belief of such Indemnified Persons, there is a conflict of interest or a conflict on any material issue between the positions of such Indemnified Persons), which firm shall be designated in writing by Evercore. The Company shall not be liable for any settlement or compromise of any claim, action, proceeding or investigation (or for any related losses, claims, damages, liabilities or expenses) if such settlement or compromise is effected without the Company's prior written consent (which will not be unreasonably withheld).

The Company agrees that, without Evercore's prior written consent (not to be unreasonably withheld, conditioned, or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution is reasonably likely to be sought hereunder (whether or not Evercore or any other Indemnified Person is an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release from the settling, compromising or consenting party of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile or electronic transmission shall constitute valid sufficient delivery thereof.

This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of law principles that would result in the application of any law other than the law of the State of New York). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York. Evercore and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its stockholders and creditors) waive all right to trial by jury in any claim, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of or in connection with this Agreement.

Each party has all necessary corporate or limited liability company, as applicable, power and authority to enter into this Agreement. All corporate or limited liability company, as applicable, action has been taken by each party necessary for the authorization, execution, delivery of, and the performance of all obligations of each of the parties under the Agreement, and each signatory below is duly authorized to sign this Agreement on behalf of the party it represents.

This Agreement shall remain in effect indefinitely, notwithstanding any termination of Evercore's engagement.

Very truly yours,

Evercore Group L.L.C.

By:_____
David Ying
Senior Managing Director

By:_____
Brent Banks
Senior Managing Director

Agreed to and Accepted as of the Date
October 10, 2025:

Labels Buyer, LLC

By: _____
Linn Harson
Chief Legal Officer

United States Bankruptcy Court

District of New Jersey

In re: Case No. 26-10910-MBK

Multi-Color Corporation Chapter 11

Debtor

CERTIFICATE OF NOTICE

District/off: 0312-3 User: admin

Date Rcvd: Apr 02, 2026 Form ID: pdf903 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 04, 2026:

Recip ID		Recipient Name and Address
db	+	Multi-Color Corporation, 3284 Northside Parkway NW, Suite 400, Atlanta, GA 30327-2286

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 04, 2026 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 2, 2026 at the address(es) listed below:

Name	Email Address
Alan J. Brody	on behalf of Defendant Barclays Bank PLC brodya@gtlaw.com alan-brody-2138@ecf.pacerpro.com
Alan J. Brody	on behalf of Creditor Barclays Bank PLC as Administrative and Collateral Agent for the Prepetition ABL Facility and Cash Flow Revolving Facility brodya@gtlaw.com, alan-brody-2138@ecf.pacerpro.com
Alyson M. Fiedler	on behalf of Creditor Transcendia Inc. alyson.fiedler@icemiller.com, john.acquaviva@icemiller.com,alexandria.lundberg@icemiller.com
Amar Anand Agrawal	on behalf of Creditor Canon Financial Services Inc. aagrawal@egalawfirm.com, alapinski@egalawfirm.com,jwingfield@egalawfirm.com
Bradford J. Sandler	on behalf of Creditor Committee Official Committee Of Unsecured Creditors bsandler@pszjlaw.com mseidl@pszjlaw.com;abates@pszjlaw.com

Bradford J. Sandler
on behalf of Creditor Committee Official Committee of Unsecured Creditors bsandler@pszjlaw.com mseidl@pszjlaw.com;abates@pszjlaw.com

Brendan Carroll
on behalf of Creditor Avery Dennison Corporation bcarroll@tm-firm.com

Bruce J. Wisotsky
on behalf of Creditor Wausau Coated Products Inc. bwisotsky@nmmlaw.com, mcamacho@nmmlaw.com

Candace Madeira Arthur
on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt candace.arthur@lw.com, candace-arthur-3140@ecf.pacerpro.com;christopher.tarrant@lw.com

Christopher P. Mazza
on behalf of Interested Party Acquiom Agency Services LLC as DIP Term Loan Agent and DIP Notes Agent cpmazza@pbnlaw.com, mpdermatis@pbnlaw.com;pnbalala@pbnlaw.com;rlhemming@pbnlaw.com;alkernell@pbnlaw.com

Colleen Restel
on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt crestel@lowenstein.com, elawler@lowenstein.com;cgauvin@lowenstein.com;KMOYNIHAN@LOWENSTEIN.COM;dclaussen@lowenstein.com

Danielle E. Rodriguez
on behalf of Creditor Pension Benefit Guaranty Corporation rodriguez.danielle1@pbgc.gov efile@pbgc.gov

Deanna Boll
on behalf of Creditor UMB Bank National Association, as Successor Indenture Trustee dboll@mwe.com, dnorthrop@mcdermottlaw.com

Deirdre M. Richards
on behalf of Creditor Meridian Leasing Corporation dmr@elliottgreenleaf.com

Edward A. Corma
on behalf of Creditor Committee Official Committee of Unsecured Creditors ecorma@pszjlaw.com

Edward A. Corma
on behalf of Creditor Committee Official Committee Of Unsecured Creditors ecorma@pszjlaw.com

Eric S. Chafetz
on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt echafetz@lowenstein.com, elawler@lowenstein.com

Eric S. Chafetz
on behalf of Interested Party Arawak XI L.P. echafetz@lowenstein.com, elawler@lowenstein.com

Erica Weisgerber
on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt eweisgerber@debevoise.com, nskaluk@debevoise.com;mbmaass@debevoise.com

Felice R. Yudkin
on behalf of Debtor Multi-Color Corporation fyudkin@coleschotz.com fpisano@coleschotz.com

Genna L. Ghaul
on behalf of Creditor Cross-Holder Ad Hoc Group gghaul@jonesday.com Courtalert@jonesday.com

James N. Lawlor
on behalf of Plaintiff Third Point Master Fund LP jlawlor@wmd-law.com

James N. Lawlor
on behalf of Plaintiff Owl Creek Asset Management L.P. jlawlor@wmd-law.com

James N. Lawlor
on behalf of Plaintiff The Canyon Value Realization Master Fund L.P. jlawlor@wmd-law.com

James N. Lawlor
on behalf of Plaintiff BTG Pactual Absolute Return Master Fund L.P. jlawlor@wmd-law.com

James N. Lawlor
on behalf of Plaintiff River Canyon Fund Management LLC jlawlor@wmd-law.com

James N. Lawlor
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