Docket #0287 Date Filed: 02/05/2026

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re **UNITED SITE SERVICES, INC.** *et al.*,[1] Debtors.

Order Filed on February 3, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No. 25-23630 (MBK)

Chapter 11

(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING (B) GRANT SENIOR SECURED PRIMING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS AND (C) UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES; (III) MODIFYING THE AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through one hundred (100), is **ORDERED**.

DATED: February 3, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[1] The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

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

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Upon the motion (the "Motion")[2] of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of the Interim Order (as defined below) and this final order (this "Final Order" and, together with the Interim Order, the "Orders") pursuant to sections 105, 361, 362, 363, 364, 503, 506 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the local bankruptcy rules for the District of New Jersey (the "Local Bankruptcy Rules"), seeking, among other things:

a. authorization for PECF USS Intermediate Holding III Corporation, as the borrower (the "Borrower"), to obtain senior secured postpetition financing on a superpriority basis under a term loan facility (the "DIP Facility" and, together with all obligations under the DIP Facility, the "DIP Obligations") and for the Debtors (other than the Borrower) (collectively, the "Guarantors" and, collectively with the Borrower, the "Loan Parties") to guarantee unconditionally the DIP Obligations, all in accordance with the terms and conditions set forth in the Interim Order, this Final Order and the DIP Documents (as defined herein), including that certain (i) Superpriority Secured Debtor in Possession Credit Agreement attached hereto as **Exhibit 4** (as amended, supplemented or otherwise modified from time to time in accordance with its terms and the terms of the Interim Order and this Final Order, the "DIP Credit Agreement") and, collectively with the schedules and exhibits attached thereto, all other Credit Documents (as defined in the DIP Credit Agreement), (and all agreements, documents, instruments and/or amendments executed and delivered in connection therewith, the "DIP Documents") among the Loan Parties, the lenders party thereto (the "DIP Lenders") and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "DIP Agent" and, collectively with the DIP Lenders, the "DIP Secured Parties"), consisting of term loans in an aggregate principal amount of $120,000,000 available in two draws of which (A) a principal amount of $62,500,000 was

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the DIP Credit Agreement (as defined herein), as applicable.

borrowed following satisfaction of the conditions set forth in the DIP Credit Agreement, including the entry of the Interim Order (the "Interim DIP Loans"), which Interim DIP Loans were provided and funded through Barclays Bank plc as fronting lender (the "Fronting Lender") in accordance with the terms of the DIP Documents,[3] and (B) an additional principal amount equal to the undrawn portion of the DIP Facility will be available in a single draw upon satisfaction of the conditions set forth in the DIP Credit Agreement, including the entry of this Final Order (the "Final DIP Loans" and, together with the Interim DIP Loans, the "DIP Loans" and the commitments in respect thereof, the "DIP Commitments"), which Final DIP Loans shall be provided and funded through the Fronting Lender in accordance with the terms of the DIP Documents;

b. authorization for the Loan Parties to execute and enter into the DIP Documents, and any and all other documents related to the fronting or syndication of the DIP Loans, and to perform all such other and further acts as may be required in connection therewith;

c. authorization for the Loan Parties to use the proceeds of the DIP Facility solely in accordance with the Interim Order, this Final Order, the DIP Documents and the Approved Budget (as defined herein) (subject to Permitted Variances (as defined herein));

d. authorization for the Debtors to use the Prepetition Collateral, including Cash Collateral (as such term is defined in Bankruptcy Code section 363(a)), in accordance with the terms of the Interim Order, this Final Order, the Approved Budget (subject to Permitted Variances) and the DIP Documents, and the provision of, among other things, adequate protection to certain of the Prepetition Secured Parties for any Diminution in Value (as defined herein) of their interests in the Estates' interests in the Prepetition Collateral, including Cash Collateral;

e. authorization for the Loan Parties to pay, on a final and irrevocable basis, the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, the DIP Agent's fees, undrawn commitments, closing,

[3] So long as the Fronting Lender is a holder of DIP Loans, the Fronting Lender shall be included in the definition of DIP Lenders.

collateral monitoring, servicing and other fees, all to the extent provided in, and in accordance with, the DIP Documents;

f. the granting to the DIP Agent, for the benefit of the DIP Secured Parties, of automatically perfected, valid, enforceable, non-avoidable and fully perfected liens and security interests pursuant to Bankruptcy Code sections 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral (as defined herein) and all proceeds thereof, including, upon entry of this Final Order, Avoidance Proceeds, subject and subordinate only to (i) the Carve Out in all respects, (ii) the Permitted Liens, if any, and (iii) in respect of the ABL Priority Collateral, the prepetition and postpetition liens and security interests in favor of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Facility Obligations (as defined herein), in each case, on the terms and conditions set forth in the Interim Order, this Final Order (including the priorities set forth on **Exhibit 2** hereto), the Prepetition Secured Facilities Documents (as defined herein) and the DIP Documents, to secure the DIP Obligations;

g. the granting of allowed superpriority administrative expense claims pursuant to Bankruptcy Code section 364(c)(1) in each of the Chapter 11 Cases and any Successor Cases (as defined herein) to the DIP Secured Parties, in respect of all the DIP Obligations, with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

h. upon entry of this Final Order, authorization for the waiver of (x) the Debtors' and each of the Debtors' estates' (the "Estates") ability to surcharge against the DIP Collateral or the Prepetition Collateral (as defined herein) pursuant to Bankruptcy Code section 506(c) with respect to the DIP Secured Parties or the Prepetition Secured Parties, as applicable, (y) the doctrine of "marshaling" and any other similar equitable doctrine with respect to the DIP Collateral and the Prepetition Collateral and (z) the applicability of any "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the Prepetition Collateral;

i. subject to the Notice Period (as defined herein), authorization for the DIP Secured Parties to exercise remedies under the DIP Documents on the terms described herein and therein, upon the occurrence and during the continuation of a DIP Termination Event (as defined herein);

j. imposition and implementation of the Carve Out (as defined herein);

k. waiver of any applicable stay of this Final Order (including under Bankruptcy Code section 362 and Bankruptcy Rule 6004) and immediate effectiveness of this Final Order; and

l. the scheduling of a final hearing (the "Final Hearing") to consider the relief requested in the Motion on a final basis and entry of this Final Order, and approval of the form of notice with respect to the Final Hearing.

The Court having considered the Motion, the exhibits attached thereto, the DIP Declaration and the First Day Declaration, the DIP Documents and the evidence submitted and argument made at the interim hearing held by the Court on December 30, 2025 (the "Interim Hearing") and at the Final Hearing held by the Court on February 3, 2026, including with respect to the resolution of the objection filed by CastleKnight (as defined below) to the Motion, which resolution is documented in **Annex 1** to this Final Order (the "CastleKnight Settlement"); and notice of the Motion and Final Hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d) and 9014 and all applicable Local Bankruptcy Rules; and the Court having entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, and (IV) Modifying the Automatic Stay* [Docket No. 70] (the "Interim Order"); and the Final Hearing having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the relief requested in the Motion on a final basis as set forth in this Final Order is necessary, and otherwise is fair and reasonable and in the best interests of the Debtors and the Estates, and is essential for

the continued operation of the Debtors' business and the preservation of the value of the Estates; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the Debtors' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. *Disposition*. The relief requested in the Motion is granted on a final basis in accordance with the terms of this Final Order. Any objections to the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Final Order shall become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. *Petition Date*. On December 29, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Court") commencing these Chapter 11 Cases.

C. *Debtors in Possession*. The Debtors continue to manage and operate their business and properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

D. *Jurisdiction and Venue*. This Court has jurisdiction over these Chapter 11 Cases, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. The Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court's entry of this Final Order is consistent with Article III of the United States Constitution.

E. *Committee*. As of the date hereof, the United States Trustee for the District of New Jersey (the "U.S. Trustee") has not yet appointed an official committee of unsecured creditors pursuant to Bankruptcy Code section 1102 (any such committee, the "Creditors' Committee").

F. *Notice*. Upon the record presented to this Court at the Final Hearing, and under the circumstances set forth therein, notice of the Motion and the relief requested thereby and granted in this Final Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local Bankruptcy Rule 9013-5(c), which notice was appropriate under the circumstances and sufficient for the Motion. No other or further notice of the Motion or entry of this Final Order is required. The relief granted in the Interim Order was necessary to avoid immediate and irreparable harm to the Debtors' Estates. The relief granted herein is necessary, and it is a proper exercise of the Debtors' business judgment to incur the DIP Facility to support, among other things, the orderly continuation of the operation of the Debtors' business, to maintain business relationships with vendors,

suppliers and customers, to make capital expenditures, to pay adequate protection and to satisfy other working capital and operational needs.

G. *Debtors' Stipulations*. Without prejudice to the rights of any party in interest (but subject in all respects to the limitations set forth in paragraph 26 herein), upon entry of the Interim Order and reaffirmed upon entry of this Final Order, and after consultation with their attorneys and financial advisors, the Debtors admitted, stipulated, acknowledged and agreed that:

(a) *Prepetition ABL Facility.*

(i) Pursuant to that certain Revolving Credit Agreement, dated as of December 17, 2021, by and among Bank of America, N.A., as Administrative Agent and Collateral Agent (each as defined in the Prepetition ABL Facility Credit Agreement (as defined below)) (respectively, in such capacities, the "Prepetition ABL Agent"), the issuing banks party thereto (the "Prepetition ABL Issuing Banks"), the lenders party thereto (the "Prepetition ABL Lenders" and, collectively with the Prepetition ABL Agent and the Prepetition ABL Issuing Banks, the "Prepetition ABL Secured Parties"), PECF USS Intermediate Holding II Corporation, as holdings (in such capacity, "Prepetition ABL Holdings"), PECF USS Intermediate Holding III Corporation, as intermediate holdings (in such capacity, "Prepetition ABL Intermediate Holdings"), USS Ultimate Holdings, Inc., as the lead borrower and certain of the other Debtors as borrowers thereunder (in such capacity, the "Prepetition ABL Borrowers") and certain other Debtors as guarantors thereunder (in such capacity and together with Prepetition ABL Holdings and Prepetition ABL Intermediate Holdings, the "Prepetition ABL Guarantors" and, collectively with

the Prepetition ABL Borrowers, the "Prepetition ABL Obligors") (as amended by that certain Amendment No. 1, dated as of May 25, 2023, as amended by that certain Amendment No. 2, dated as of July 12, 2023, as amended by that certain Amendment No. 3, dated as of August 22, 2024, and as further amended, restated, supplemented or otherwise modified from time to time, the "Prepetition ABL Facility Credit Agreement" and, together with the Prepetition ABL/Fixed Asset Intercreditor Agreement (as defined herein), and the security agreements, pledge agreements and other security documents executed by any of the Prepetition ABL Obligors in favor of the Prepetition ABL Secured Parties, the other Credit Documents (as defined in the Prepetition ABL Facility Credit Agreement), the "Prepetition ABL Facility Documents")), the Prepetition ABL Lenders provided the Prepetition ABL Obligors with an asset based revolving credit facility in the aggregate principal amount of $220,000,000 in respect of the Revolving Commitments (as defined in the Prepetition ABL Facility Credit Agreement) thereunder, which includes sublimits for Letters of Credit (as defined in the Prepetition ABL Facility Credit Agreement) in an aggregate amount not to exceed $75,000,000 and Swingline Loans (as defined in the Prepetition ABL Facility Credit Agreement) in an aggregate amount not to exceed $20,000,000 (collectively, the "Prepetition ABL Facility" and, the loans thereunder, the "Prepetition ABL Revolving Loans"). Each of the Prepetition ABL Facility Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition ABL Obligors were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $153,207,900 in respect of Prepetition ABL Revolving Loans made and

approximately $4,092,100 in respect of issued and undrawn letters of credit, pursuant to and in accordance with the terms of the Prepetition ABL Facility Documents, plus accrued and unpaid interest, fees, expenses (including attorneys', accountants', appraisers' and financial advisors' fees, to the extent chargeable or reimbursable under the Prepetition ABL Facility Documents), charges, indemnities and other Obligations (as defined in the Prepetition ABL Facility Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), all of which constitute the "Prepetition ABL Facility Obligations," and have been guaranteed on a joint and several basis by the Prepetition ABL Guarantors.

(iii) The Prepetition ABL Facility Obligations constitute legal, valid and binding, and non-avoidable obligations of the Prepetition ABL Obligors, enforceable in accordance with the terms of the Prepetition ABL Facility Documents; and no portion of the Prepetition ABL Facility Obligations, or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the Prepetition ABL Facility Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(iv) The liens and security interests granted to the Prepetition ABL Agent, on behalf of and for the benefit of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Facility Obligations (the "Prepetition ABL Liens") pursuant to and in connection

with the Prepetition ABL Facility Documents are (i) valid, binding, properly perfected, enforceable first-priority liens and security interests (subject to any liens permitted under the Prepetition ABL Facility Documents) in and continuing on the ABL Priority Collateral[4] and (ii) valid, binding, properly perfected, non-avoidable, enforceable liens and security interests in and continuing on the Fixed Asset Priority Collateral[5] (the ABL Priority Collateral and the Fixed Asset Priority Collateral, collectively, the "Prepetition Collateral"), in each case subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, and (iii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(b) *Prepetition 2024 First Lien Facilities.*

(i) Pursuant to that certain Credit Agreement, dated as of August 22, 2024, by and among Vortex Opco, LLC, as the borrower (the "Prepetition First-Out/Second-Out Borrower"), PECF USS Intermediate Holding II Corporation, PECF USS Intermediate Holding III Corporation, Vortex Holdco, LLC (collectively with the Prepetition First-Out/Second-Out

[4] "ABL Priority Collateral" shall mean the "ABL Collateral" (as defined in the Prepetition ABL/Fixed Asset Intercreditor Agreement), and all other assets or property of the Loan Parties of the type that constitute ABL Collateral (subject to any qualifications or exceptions as set forth in the Prepetition ABL/Fixed Asset Intercreditor Agreement), whether or not a lien thereon in favor of the Prepetition ABL Secured Parties has been perfected.

[5] "Fixed Asset Priority Collateral" shall mean the "Fixed Asset Collateral" (as defined in the Prepetition ABL/Fixed Asset Intercreditor Agreement), and all other assets or property of the Loan Parties of the type that constitute Fixed Asset Collateral (subject to any qualifications or exceptions as set forth in the Prepetition ABL/Fixed Asset Intercreditor Agreement), whether or not a lien thereon in favor of the Prepetition Secured Parties has been perfected.

Borrower and the Group Guarantors (as defined therein), the "Prepetition First-Out/Second-Out Obligors"), Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Prepetition First-Out/Second-Out Agent"), and the lenders party thereto (the "Prepetition First-Out/Second-Out Lenders" and, together with the Prepetition First-Out/Second-Out Agent, the "Prepetition First-Out/Second-Out Secured Parties") (as amended by that certain First Incremental Amendment to the Credit Agreement, dated as of September 3, 2024, as amended by that certain Second Incremental Amendment to the Credit Agreement, dated as of September 10, 2024, as amended by that certain Third Incremental Amendment to the Credit Agreement, dated as of September 27, 2024, as amended by that certain Amendment No. 4 to the Credit Agreement, dated as of December 18, 2024, as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition First-Out/Second-Out Credit Agreement" and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, the Prepetition Intercreditor and Subordination Agreement, and section 11.12 of the Prepetition First-Out/Second-Out Credit Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition First-Out/Second-Out Obligors in favor of the Prepetition First-Out/Second-Out Secured Parties and the other Credit Documents (as defined in the Prepetition First-Out/Second-Out Credit Agreement, the "Prepetition First-Out/Second-Out Documents"), the Prepetition First-Out/Second-Out Lenders provided the Prepetition First-Out/Second-Out Borrower with a first-lien credit facility in the aggregate principal amount of $2,331,399,180, comprising (x) revolving loans in an aggregate principal amount of $100,000,000 (the "First-Out Revolving Loans"), (y) (A) first-out new-money term

loans in the aggregate principal amount of $315,789,474 (the "First-Out New Money Term Loans") and (B) first-out purchased term loans in the aggregate principal amount of $120,378,692 (the "First-Out Purchased Term Loans" and, together with the First-Out New Money Term Loans, the "First-Out Term Loans"), and (z) second-out term loans in the aggregate principal amount of $1,795,231,014 (the "Second-Out Term Loans" and, collectively with the First-Out Revolving Loans and the First-Out Term Loans, the "Prepetition First-Out/Second-Out Loans"). Each of the Prepetition First-Out/Second-Out Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition First-Out/Second-Out Obligors were justly and lawfully indebted and liable to the Prepetition First-Out/Second-Out Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of, and in each case including all accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition First-Out/Second-Out Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition First-Out/Second-Out Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition First-Out/Second-Out Documents: (x) the First-Out Revolving Loans in the aggregate principal amount of no less than $100,000,000 (the "First-Out Revolving Loans Obligations"); (y) the First-Out Term Loans in the aggregate principal amount of no less than $436,168,166 (the "First-Out Term Loans Obligations"); and (z) the Second-Out Term Loans in the aggregate principal amount of no less than $1,773,313,684 (the "Second-Out

Obligations" and, collectively with the First-Out Revolving Loans Obligations and the First-Out Term Loans Obligations, the "Prepetition First-Out/Second-Out Obligations").

(iii) The Prepetition First-Out/Second-Out Obligations constitute legal, valid and binding, and non-avoidable obligations of the Prepetition First-Out/Second-Out Obligors, enforceable in accordance with the terms of the Prepetition First-Out/Second-Out Documents; and no portion of the Prepetition First-Out/Second-Out Obligations, or any payments made to the Prepetition First-Out/Second-Out Secured Parties or applied to or paid on account of the Prepetition First-Out/Second-Out Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(iv) The liens and security interests granted to and for the benefit of the Prepetition First-Out/Second-Out Secured Parties (the "Prepetition First-Out/Second-Out Liens") pursuant to and in connection with the Prepetition First-Out/Second-Out Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack,

disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(v) Pursuant to that certain Indenture for the Floating Rate Senior Secured Notes due 2030 (the "Prepetition First-Out Notes"), dated as of September 3, 2024, among Vortex Opco, LLC, as the issuer (the "Prepetition First-Out Notes Issuer"), the Guarantors (as defined therein) party thereto (collectively with the Prepetition First-Out Notes Issuer, the "Prepetition First-Out Notes Obligors") and Wilmington Trust, National Association, as trustee and collateral agent (in such capacities, the "Prepetition First-Out Notes Agent"), for the benefit of the holders of the Prepetition First-Out Notes (the "Prepetition First-Out Noteholders" and, together with the Prepetition First-Out Notes Agent, the "Prepetition First-Out Notes Secured Parties") (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition First-Out Notes Indenture" and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, the Prepetition Intercreditor and Subordination Agreement, and section 11.12 of the Prepetition First-Out/Second-Out Credit Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition First-Out Notes Obligors in favor of the Prepetition First-Out Notes Secured Parties and the other Note Documents (as defined in the Prepetition First-Out Notes Indenture, the "Prepetition First-Out Notes Documents")), the Prepetition First-Out Notes Issuer issued the Prepetition First-Out Notes in the aggregate principal amount of $10,421,708.

(vi) As of the Petition Date, the Prepetition First-Out Notes Obligors were justly and lawfully indebted and liable to the Prepetition First-Out Notes Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition First-Out Notes in the aggregate principal amount of no less than $10,421,708, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition First-Out Notes Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition First-Out Notes Indenture) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition First-Out Notes Documents (collectively, the "Prepetition First-Out Notes Obligations").

(vii) The liens and security interests granted to and for the benefit of Prepetition First-Out Notes Secured Parties (the "Prepetition First-Out Notes Liens") pursuant to and in connection with the Prepetition First-Out Notes Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(viii) Pursuant to that certain Indenture for the 8.000% Senior Secured Notes due 2030 (the "Prepetition Third-Out Notes" and, collectively with the Prepetition First-

Out/Second-Out Loans and the Prepetition First-Out Notes, the "Prepetition 2024 First Lien Facilities"), dated as of August 22, 2024, among Vortex Opco, LLC, as the issuer (the "Prepetition Third-Out Notes Issuer"), the Guarantors (as defined therein) party thereto (collectively with the Prepetition Third-Out Notes Issuer, the "Prepetition Third-Out Notes Obligors") and Wilmington Trust, National Association, as trustee and collateral agent (in such capacities, the "Prepetition Third-Out Notes Agent"), for the benefit of the holders of the Prepetition Third-Out Notes (the "Prepetition Third-Out Noteholders" and, together with the Prepetition Third-Out Notes Agent, the "Prepetition Third-Out Notes Secured Parties") (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Third-Out Notes Indenture" and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, and the Prepetition Intercreditor and Subordination Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition Third-Out Notes Obligors in favor of the Prepetition Third-Out Notes Secured Parties and the other Note Documents (as defined in the Prepetition Third-Out Notes Indenture, the "Prepetition Third-Out Notes Documents")), the Prepetition Third-Out Notes Issuer issued the Prepetition Third-Out Notes in the aggregate principal amount of $193,828,459.

(ix) As of the Petition Date, the Prepetition Third-Out Notes Obligors were justly and lawfully indebted and liable to the Prepetition Third-Out Notes Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition Third-Out Notes in the aggregate principal amount of no less than $193,828,459, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants',

appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition Third-Out Notes Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Third-Out Notes Indenture) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Third-Out Notes Documents (collectively, the "Prepetition Third-Out Notes Obligations").

(x) The liens and security interests granted to and for the benefit of the Prepetition Third-Out Notes Secured Parties (the "Prepetition Third-Out Notes Liens" and, collectively with the Prepetition First-Out/Second-Out Liens and the Prepetition First-Out Notes Liens, the "Prepetition 2024 First Lien Facilities Liens") pursuant to and in connection with the Prepetition Third-Out Notes Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(c) *Prepetition Amended Term Loan Facility.*

(i) Pursuant to that certain Credit Agreement, dated as of December 17, 2021, by and among PECF USS Intermediate Holding III Corporation, as the borrower (the "Prepetition Amended Term Loan Borrower"), PECF USS Intermediate Holding II Corporation (PECF USS Intermediate Holding II Corporation, collectively with the Prepetition

Amended Term Loan Borrower and Subsidiary Guarantors (as defined therein), the "Prepetition Amended Term Loan Obligors"), UMB Bank, N.A., as administrative agent and collateral agent, as successor agent to Wilmington Savings Fund Society, FSB (in such capacities, the "Prepetition Amended Term Loan Agent"), and the lenders from time to time party thereto (the "Prepetition Amended Term Loan Lenders" and, together with the Prepetition Amended Term Loan Agent, the "Prepetition Amended Term Loan Secured Parties") (as amended by that certain Amendment No. 1, dated as of June 23, 2023, that certain Amendment No. 2, dated as of June 28, 2023 and that certain Amendment No. 3, dated as of August 22, 2024, as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Amended Term Loan Credit Agreement" and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement (as defined herein) and the Prepetition First Lien Intercreditor Agreement (as defined herein) and the security agreements, pledge agreements and other security documents executed by any of the Prepetition Amended Term Loan Obligors in favor of the Prepetition Amended Term Loan Secured Parties and the other Credit Documents (as defined in the Prepetition Amended Term Loan Credit Agreement), the "Prepetition Amended Term Loan Credit Facility Documents"), the Prepetition Amended Term Loan Lenders provided the Prepetition Amended Term Loan Borrower with a term loan facility in the aggregate principal amount of $2,000,000,000.00 (the "Prepetition Amended Term Loan Facility" and, the loans thereunder, the "Prepetition Amended Term Loans"). Each of the Prepetition Amended Term Loan Credit Facility Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition Amended Term Loan Obligors were justly and lawfully indebted and liable to the Prepetition Amended Term Loan Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition Amended Term Loans in the aggregate principal amount of no less than $46,225,666, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition Amended Term Loan Credit Facility Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Amended Term Loan Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Amended Term Loan Credit Facility Documents (collectively, the "Prepetition Amended Term Loan Obligations").

(iii) The liens and security interests granted to and for the benefit of the Prepetition Amended Term Loan Secured Parties (the "Prepetition Amended Term Loan Liens") pursuant to and in connection with the Prepetition Amended Term Loan Credit Facility Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(d) *Prepetition Intercompany Loan.*

(i) Pursuant to that certain Credit Agreement, dated as of August 22, 2024, by and among PECF USS Intermediate Holding III Corporation, as the borrower (the "Prepetition Intercompany Borrower"), PECF USS Intermediate Holding II Corporation, as holdings (collectively with the Prepetition Intercompany Borrower and the Group Guarantors (as defined therein), the "Prepetition Intercompany Obligors"), Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "Prepetition Intercompany Credit Agreement Agent" and, collectively with the Prepetition ABL Agent, the Prepetition First-Out/Second-Out Agent, the Prepetition First-Out Notes Agent, the Prepetition Third-Out Notes Agent and the Prepetition Amended Term Loan Agent, the "Prepetition Secured Agents"), and the lenders party thereto (the "Prepetition Intercompany Credit Agreement Lenders" and, together with the Prepetition Intercompany Credit Agreement Agent, the "Prepetition Intercompany Secured Parties" and, collectively with the Prepetition ABL Secured Parties, the Prepetition First-Out/Second-Out Secured Parties, the Prepetition First-Out Notes Secured Parties, the Prepetition Third-Out Notes Secured Parties and the Prepetition Amended Term Loan Secured Parties, the "Prepetition Secured Parties") (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Intercompany Credit Agreement" and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement and the Prepetition First Lien Intercreditor Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition Intercompany Obligors in favor of the Prepetition Intercompany Secured Parties and the other Credit Documents (as defined in the Prepetition

Intercompany Credit Agreement), the "Prepetition Intercompany Credit Agreement Documents" and, together with the Prepetition ABL Facility Documents, the Prepetition First-Out/Second-Out Documents, the Prepetition First-Out Notes Documents, the Prepetition Third-Out Notes Documents and the Prepetition Amended Term Loan Credit Facility Documents, the "Prepetition Secured Facilities Documents"), the Prepetition Intercompany Credit Agreement Lenders provided the Prepetition Intercompany Borrower with a term loan facility in the aggregate principal amount of $2,435,649,347 (the "Prepetition Intercompany Facility" and, the loans thereunder, the "Prepetition Intercompany Credit Agreement Loans"). Each of the Prepetition Intercompany Credit Agreement Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition Intercompany Obligors were justly and lawfully indebted and liable to the Prepetition Intercompany Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition Intercompany Credit Agreement Loans in the aggregate principal amount of no less than $2,513,723,017, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition Intercompany Credit Agreement Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Intercompany Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Intercompany Credit Agreement Documents (collectively, the "Prepetition Intercompany Credit Agreement Obligations" and, collectively with the

Prepetition ABL Facility Obligations, the Prepetition First-Out/Second-Out Obligations, the Prepetition First-Out Notes Obligations, the Prepetition Third-Out Notes Obligations and the Prepetition Amended Term Loan Obligations, the "Prepetition Secured Obligations").

(iii) The Prepetition Intercompany Credit Agreement Obligations constitute legal, valid and binding, and non-avoidable obligations of the Prepetition Intercompany Obligors, enforceable in accordance with the terms of the Prepetition Intercompany Credit Agreement Documents; and no portion of the Prepetition Intercompany Credit Agreement Obligations, or any payments made to the Prepetition Intercompany Secured Parties or applied to or paid on account of the Prepetition Intercompany Credit Agreement Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(iv) The liens and security interests granted to and for the benefit of the Prepetition Intercompany Secured Parties (the "Prepetition Intercompany Liens" and, collectively with the Prepetition ABL Liens, the Prepetition 2024 First Lien Facilities Liens and the Prepetition Amended Term Loan Liens, the "Prepetition Liens") pursuant to and in connection with the Prepetition Intercompany Credit Agreement Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities

Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(e) *Validity, Perfection and Priority of Prepetition Liens and Prepetition Obligations*. As of the Petition Date, (i) the Prepetition Liens on the Prepetition Collateral were and continue to be valid, binding, enforceable, non-avoidable and properly perfected, and were granted to, or for the benefit of, the applicable Prepetition Secured Parties for fair consideration and reasonably equivalent value; (ii) subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, other than any lien on the assets of the Debtors senior by operation of law or otherwise permitted to be senior by the Prepetition Secured Facilities Documents and solely to the extent such liens were valid, enforceable, non-avoidable and perfected liens in existence on the Petition Date, including valid liens in existence on the Petition Date that are perfected after the Petition Date as permitted by Bankruptcy Code section 546(b) (such liens, the "Permitted Liens");[6] (iii) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations of the applicable Debtors enforceable in accordance with the terms of the applicable Prepetition Secured Facilities

[6] For the avoidance of doubt, the Prepetition Amended Term Loan Liens are, pursuant to paragraph G(e)(iii) and the Prepetition Intercreditor Agreements, subject to the relative priorities set forth on **Exhibit 1**, and are not "Permitted Liens," subject in all cases to the rights and limitations set forth in paragraph 26.

Documents; (iv) no offsets, recoupments, challenges, objections, reductions, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any contest, attack, challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (whether equitable, contractual or otherwise) or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (v) the Debtors and the Estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Secured Facilities Documents; and (vi) the Debtors waive, discharge and release any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

(f) *Prepetition Intercreditor Agreements*. Pursuant to Bankruptcy Code section 510, any applicable intercreditor or subordination provisions contained in any of, or entered into as permitted by and in accordance with, the Prepetition Secured Facilities Documents, including (i) that certain Amended and Restated ABL Intercreditor Agreement, dated as of August 22, 2024, by and among the Prepetition ABL Agent, the Prepetition First-Out/Second-Out Agent, the Prepetition Amended Term Loan Agent, the Prepetition Intercompany Credit Agreement Agent

and the Prepetition Third-Out Notes Agent (the "Prepetition ABL/Fixed Asset Intercreditor Agreement"), (ii) that certain Amended and Restated First Lien Intercreditor Agreement, dated as of August 22, 2024, by and among the Prepetition Amended Term Loan Agent, the Prepetition First-Out/Second-Out Agent, the Prepetition Intercompany Credit Agreement Agent and the Prepetition Third-Out Notes Agent (the "Prepetition First Lien Intercreditor Agreement"), (iii) that certain Intercreditor and Subordination Agreement, dated as of August 22, 2024, between the Prepetition First-Out/Second-Out Agent, any Additional Priority-Out Debt Agent (as defined therein) (if any), the Prepetition Third-Out Notes Agent, Vortex Opco, LLC, and the other Grantors (as defined therein) party thereto (the "Prepetition Intercreditor and Subordination Agreement"), and (iv) section 11.12 of the Prepetition First-Out/Second-Out Credit Agreement (the "Intercreditor Provisions" and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, and the Prepetition Intercreditor and Subordination Agreement, each as amended, supplemented or otherwise modified prior to the date hereof, the "Prepetition Intercreditor Agreements") shall (x) remain in full force and effect and (y) not be deemed to be amended, altered or modified by the terms of the Interim Order, this Final Order or the DIP Documents, in each case, unless expressly set forth herein or therein.

(g) *Cash Collateral*. All cash, securities, deposit accounts, and other cash equivalents in which the Estates have an interest as of the Petition Date, including all cash proceeds of the Prepetition Collateral (including cash on deposit in any account with any depository institution (collectively, the "Depository Institutions"), securities or other property, whether subject to control agreements or otherwise, in each case that constitutes Prepetition Collateral) and

all cash securities or other property (and the proceeds therefrom) and other amounts on deposit or maintained by such parties at the Depository Institutions, in each case, that were subject to rights of setoff or valid, perfected, enforceable and non-avoidable liens under the applicable Prepetition Secured Facilities Documents and applicable law for the benefit of the applicable Prepetition Secured Parties, respectively, is "cash collateral" of the Prepetition Secured Parties within the meaning of Bankruptcy Code section 363(a) ("Cash Collateral").

I. *Findings Regarding the DIP Facility and Cash Collateral.*

(a) Good and sufficient cause has been shown for the entry of this Final Order and for authorizing the Debtors to obtain financing pursuant to the DIP Facility and to use Cash Collateral and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid irreparable loss or damage to the Debtors and the Estates.

(b) The Court finds that (i) it is a proper exercise of the Debtors' business judgment to incur the DIP Obligations in order to, among other things, (a) support the orderly continuation of the operation of their business, (b) maintain business relationships with vendors, suppliers, customers and other parties, (c) make capital expenditures, investments and pay ongoing costs of operations in accordance with the Approved Budget, (d) make adequate protection payments and (e) pay the costs of administration of the Chapter 11 Cases and satisfy other working capital and general corporate purposes of the Debtors; and (ii) the relief requested in the Motion is necessary to avoid the irreparable harm that would ensue should the Debtors not obtain the DIP Facility. The Debtors will not have sufficient sources of working capital and financing to operate

their business or maintain their assets in the ordinary course of business throughout the Chapter 11 Cases without the DIP Facility and authorized use of Cash Collateral.

(c) As set forth in the DIP Declaration and the First Day Declaration, the Debtors are unable to obtain financing or other financial accommodations on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors are also unable to obtain unsecured or secured credit allowable under Bankruptcy Code sections 364(c)(1), 364(c)(2) and 364(c)(3) without granting to the DIP Secured Parties, in each case subject to the Carve Out and the Permitted Liens, the DIP Liens and the DIP Superpriority Claims and incurring the Adequate Protection Obligations, in each case, under the terms and conditions set forth in the Interim Order, this Final Order and the DIP Documents.

(d) Based on the Motion, the DIP Declaration and the First Day Declaration, and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Facility and the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) pursuant to this Final Order and the DIP Documents are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment and provide the Debtors reasonably equivalent value and fair consideration.

(e) The Prepetition Secured Parties have consented or are deemed to have consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral (solely in accordance with the terms of this Final Order, the Approved Budget and the DIP Documents), and

the Loan Parties' entry into the DIP Documents in accordance with and subject to the terms and conditions set forth in this Final Order, the Approved Budget and the DIP Documents.

(f) The DIP Facility and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's-length among the Debtors, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties, and all of the Loan Parties' obligations and indebtedness arising under, in respect of or in connection with the DIP Facility and the DIP Documents, including: (i) all DIP Loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and (ii) any DIP Obligations shall be deemed to have been extended by the DIP Agent and the DIP Lenders in good faith, as that term is used in Bankruptcy Code section 364(e) and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Agent and the DIP Lenders (and their respective successors and assigns) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is reversed or modified on appeal.

(g) The Prepetition Secured Parties have acted in good faith regarding the DIP Facility and the Debtors' use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Estates and continued operation of their business (including the incurrence and payment of the Adequate Protection Obligations and the granting of Adequate Protection Liens), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of Bankruptcy Code section 363(m) in the event that this Final Order or any provision hereof is vacated, reversed or modified on appeal or otherwise.

(h) Subject to the Carve Out, the Prepetition Secured Parties are entitled to the adequate protection as and to the extent set forth herein pursuant to Bankruptcy Code sections 105, 361, 362, 363 and 364. Based on the Motion, the DIP Declaration and on the record presented to the Court, the terms of the proposed adequate protection arrangements for the use of the Prepetition Collateral and Diminution in Value, if any, are fair and reasonable, and reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral; *provided* that nothing in this Final Order or the other DIP Documents shall (w) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral, other than on the terms set forth in this Final Order and in the context of the DIP Facility authorized by this Final Order, (x) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior, junior or pari passu), (y) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties, subject to any applicable provisions of the Prepetition Intercreditor Agreements, to seek new, different or additional adequate protection or assert the interests of any of the Prepetition Secured Parties or (z) in the event of any such request for new, different or additional relief per clause (y) of this subparagraph, all parties' rights (including the Debtors') to oppose such relief are fully reserved.

(i) Holders constituting required lenders under the applicable Prepetition Secured Facilities Documents have consented to, or are deemed to consent to, conditioned upon the entry of the Interim Order and this Final Order, the Debtors' incurrence of the DIP Obligations and proposed use of the Prepetition Collateral (including Cash Collateral) on the terms and

conditions set forth in this Final Order, including the terms of the adequate protection provided for in this Final Order.

(j) Good cause has been shown for entry of this Final Order, and entry of this Final Order is in the best interests of the Estates and the Debtors' creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful restructuring.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on a final basis as set forth herein. The DIP Facility is approved on a final basis. The use of Cash Collateral is authorized on a final basis, subject to the terms of this Final Order.

2. Objections Overruled. Any objections, reservations of rights or other statements with respect to entry of this Final Order, and the relief requested in the Motion, to the extent not withdrawn or resolved, are overruled on the merits. This Final Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Documents.

(a) The Loan Parties were authorized, effective upon entry of the Interim Order, as hereby reaffirmed upon entry of this Final Order, to execute, enter into and perform all obligations under the DIP Documents. The Borrower was authorized, effective upon entry of the Interim Order as hereby reaffirmed upon entry of this Final Order, to forthwith borrow the Interim

DIP Loans pursuant to the DIP Documents and is hereby authorized to forthwith borrow the Final DIP Loans pursuant to the DIP Documents, and the Guarantors were authorized by the Interim Order and hereby are authorized to guarantee payment in respect of the Borrower's obligations with respect to such borrowings as described herein, subject to the conditions and limitations set forth in this Final Order or under the DIP Documents, which shall be used for all purposes as outlined herein and under the DIP Documents and in accordance with the Approved Budget (subject to the Permitted Variances), including, as applicable, to provide working capital for the Debtors and to pay interest, fees and expenses and provide adequate protection and make other payments in accordance with this Final Order and the other DIP Documents.

(b) The DIP Documents, the Interim Order, and this Final Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, the Estates, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon entry of the Interim Order, as reaffirmed upon entry of this Final Order, the DIP Obligations include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agent or any of the other DIP Secured Parties, in each case, under, or secured by, the DIP Documents, the Interim Order or this Final Order, including all principal, accrued interest, costs, fees, expenses and other amounts owing under the DIP Documents. The DIP Obligations shall be due and payable, without notice or demand, on the Maturity Date (as

defined in the DIP Credit Agreement). Except as expressly set forth in this Final Order, including paragraph 26 and the Carve Out, no obligation, payment, transfer or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens, and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549 and 550, or under any applicable Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or any similar non-bankruptcy law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise, other than the Carve Out), counterclaim, cross-claim, defense or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(c) Effective upon entry of the Interim Order, as hereby reaffirmed upon entry of this Final Order, the Debtors were expressly and immediately authorized and empowered to execute and deliver the DIP Documents, and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of the Interim Order, this Final Order, the Approved Budget and the DIP Documents, and to deliver all instruments, certificates, agreements and documents that may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens described in and provided for by the Interim Order, this Final Order and the DIP Documents. Effective upon entry of the Interim Order, as hereby reaffirmed upon entry of this Final Order, the Debtors were authorized, but not directed,

to pay, in accordance with the Interim Order and this Final Order, the principal, interest, fees, payments, expenses and other amounts described in the DIP Documents as such amounts become due and payable and without need to obtain further Court approval, whether or not such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, all to the extent provided in the Interim Order, this Final Order or the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and the Estates in accordance with their terms.

(d) In furtherance of the foregoing and without further approval of this Court, each Loan Party is authorized to perform all acts, to make, execute and deliver all instruments and documents (including the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees required under the DIP Documents or that may otherwise be reasonably necessary for or in connection with the Loan Parties' performance of their obligations under the DIP Documents, including, as applicable:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the requisite parties under the applicable DIP Documents may agree, it being understood that no further approval of the Court shall be required for authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents that are either non-

material or not adverse to the Debtors and any fees and other expenses (including any attorneys', accountants', field examiners', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in accordance and connection therewith. In the case of material amendments, waivers, consents or other modifications to the DIP Documents, the Debtors shall first request approval from the Court for such material amendment, waiver, consent or other modification, which request may be on an expedited basis. For the avoidance of doubt, the extension of a Milestone (as defined in the DIP Documents) or the delivery of an updated Approved Budget shall not constitute a material amendment, modification, waiver or supplement to the DIP Documents;

(iii) subject to the Carve Out, the non-refundable payment to the DIP Agent or the DIP Lenders, as the case may be, of all fees (which fees were approved upon entry of the Interim Order, and hereby are reaffirmed upon entry of this Final Order, and, upon payment thereof, in accordance with the terms of the DIP Documents, the Interim Order and this Final Order, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise), and any amounts due (or that may become due) in respect of the reimbursement and indemnification obligations, in each case referred to in the DIP Documents (and in any separate letter agreements between any or all Debtors, on the one hand, and the DIP Agent and/or DIP Lenders, on the other, in connection with the DIP Facility) and the costs and expenses as may be due from time to time, including fees and expenses of the following professionals retained by the

DIP Agent and the DIP Lenders: (A) a single legal counsel to the DIP Agent; (B) Akin Gump Strauss Hauer & Feld LLP, legal counsel to an ad hoc group of DIP Lenders and Prepetition Secured Parties (the "Ad Hoc Group"); (C) a single local counsel to the Ad Hoc Group; (D) Centerview Partners LLC, as financial advisor to the Ad Hoc Group; (E) Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group; and (F) Katten Muchin Rosenman LLP, as legal counsel to the Fronting Lender, in each case in accordance with applicable engagement letters, fee letters or similar agreements without the need to file retention motions or fee applications or to provide notice to any party; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(e) Upon execution and delivery thereof, the DIP Documents shall constitute valid, binding and unavoidable obligations of the Loan Parties, enforceable against each Loan Party thereto in accordance with the terms of the DIP Documents, the Interim Order and this Final Order. No obligation, payment, transfer or grant of security under the DIP Documents, the Interim Order or this Final Order to the DIP Agent and/or the DIP Lenders shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law (including under Bankruptcy Code sections 502(d), 548 or 549), or subject to any defense, reduction, setoff, recoupment, claim or counterclaim.

4. DIP Superpriority Claims.

(a) Subject to the Carve Out, pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed superpriority administrative expense claims

against the Loan Parties in each of the Chapter 11 Cases (without the need to file any proof of claim) with priority over any and all other claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 1113 or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment (the "DIP Superpriority Claims") and shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b); *provided*, however, the DIP Superpriority Claims shall not be payable from the ABL Priority Collateral until the Prepetition ABL Facility Obligations (including any administrative expense claims granted in favor of the Prepetition ABL Secured Parties) are paid in full in cash.[7]

(b) The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is reversed or modified on appeal.

5. DIP Liens. As security for the DIP Obligations, subject and subordinate in all respects to the Carve Out, effective and automatically perfected upon entry of the Interim Order, as reaffirmed upon entry of this Final Order, and without the necessity of the execution, recordation

[7] All references herein to "payment in full" of the Prepetition ABL Facility Obligations (or words of similar import) mean payment in full in cash of all Prepetition ABL Facility Obligations other than contingent indemnification obligations for which no claim has been asserted.

or filing by the Loan Parties, the DIP Agent or any DIP Lender of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Agent of, or over, any DIP Collateral, the following security interests and liens are hereby granted to the DIP Agent for its benefit and the benefit of the DIP Lenders, subject only to the Carve Out and the Permitted Liens (all such liens and security interests granted to the DIP Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to the Interim Order, this Final Order and the DIP Documents, the "DIP Liens"):

(a) First Lien on Unencumbered Property. Pursuant to Bankruptcy Code section 364(c)(2), and subject and subordinate in all respects to the Carve Out, as approved upon entry of the Interim Order and reaffirmed upon entry of this Final Order, valid, binding, continuing, enforceable, fully perfected first priority senior security interests in and liens upon all DIP Collateral, to the extent such DIP Collateral is not subject to valid, perfected and non-avoidable liens as of the Petition Date or valid and non-avoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that are perfected as permitted by Bankruptcy Code section 546(b) ("Unencumbered Property"), as set forth on **Exhibit 2** attached hereto, and for the avoidance of doubt, the ABL Priority Collateral shall not be considered to be included among the Unencumbered Property;

(b) Liens Junior to Certain Other Liens. Pursuant to Bankruptcy Code section 364(c)(3), and subject and subordinate in all respects to the Carve Out, as approved upon entry of the Interim Order and reaffirmed upon entry of this Final Order, valid, binding, continuing, enforceable, fully perfected junior security interests in and liens on the DIP Collateral, to the extent

such DIP Collateral is subject to the Permitted Liens, and, with respect to ABL Priority Collateral, subject to the Permitted Liens, ABL Adequate Protection Liens, and Prepetition ABL Liens, in each case, as set forth on **Exhibit 2** attached hereto (for the avoidance of doubt, Permitted Liens shall include (i) first-priority liens in favor of any letter of credit issuer on segregated cash collateral accounts (and proceeds) securing permitted letter of credit obligations, limited to the cash actually posted, and (ii) with respect to the Fixed Asset Priority Collateral, any other liens expressly permitted to be senior to the DIP Liens pursuant to the DIP Credit Agreement); and

(c) Priming Liens. Pursuant to Bankruptcy Code section 364(d)(1), and subject and subordinate in all respects to the Carve Out, as approved upon entry of the Interim Order and reaffirmed upon entry of this Final Order, valid, binding, continuing, enforceable, fully perfected priming senior security interests in and liens upon the Prepetition Collateral, which security interests and liens shall prime the Prepetition Liens to the extent and in accordance with the priorities shown on **Exhibit 2** attached hereto.

6. Relative Priority of DIP Liens.

(a) The DIP Liens securing the DIP Obligations are continuing valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien or claim to any of the DIP Collateral, subject to and in accordance with the relative priorities shown on **Exhibit 2** attached hereto.[8]

[8] For the avoidance of doubt, nothing in the Interim Order or this Final Order shall limit the rights of the DIP Secured Parties to the extent Permitted Liens are not permitted under the DIP Documents.

(b) In the event of an enforcement of remedies in respect of the DIP Facility and the application of the DIP Collateral, such DIP Collateral shall be applied as specified on **Exhibit 2** attached hereto.

7. DIP Collateral. For purposes of this Final Order, "DIP Collateral" means (i) the Debtors' interest in all assets and properties, whether tangible, intangible, real, personal or mixed, but excluding Excluded Property,[9] whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition Collateral; and (ii) property of the Debtors (other than Excluded Property), whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve Out), including an equity pledge of all direct

[9] "Excluded Property" means (i) property that cannot be subject to liens pursuant to applicable law, rule, regulation or contract (including any requirement to obtain the consent of any governmental authority or third party, unless such consent has been obtained), in each case, other than to the extent such restriction is ineffective under the applicable uniform commercial code or other applicable law; provided, that any such contractual restriction exists on the Closing Date or at the time of entry of such contract and is not established in contemplation of this exception, (ii) any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO, at which time such trademark shall automatically become part of the DIP Collateral, (iii) the Carve Out Reserves and the segregated account holding such amounts (except as to any reversionary interest of the Debtors related thereto) and (iv) any deposit account or securities account which is used as an escrow account or as a fiduciary or trust account or is otherwise held exclusively for the benefit of an unaffiliated third party (including with respect to any deposits or cash collateral otherwise permitted pursuant to the DIP Credit Agreement) (except as to any reversionary interest of the Debtors related thereto). For the avoidance of doubt, Excluded Property does not include the Prepetition Collateral.

subsidiaries organized in the U.S. to the extent not constituting Excluded Property and all unencumbered assets of the Debtors, all prepetition property and postpetition property of the Estates, and the proceeds, products, rents and profits thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action, and any and all proceeds, products, rents and profits of the foregoing, excluding Avoidance Actions (as defined herein) but including, effective upon entry of this Final Order, Avoidance Proceeds (as defined herein).

8. Notwithstanding anything to the contrary herein, to the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law or contract, the DIP Liens granted pursuant to the Interim Order and this Final Order shall attach to the Debtors' economic rights in such DIP Collateral, including any and all proceeds of such DIP Collateral.

9. Excluded Assets. Notwithstanding anything to the contrary in the Interim Order, this Final Order or the DIP Documents, the DIP Collateral shall not include (a) the Excluded

Property and (b) any claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549 and 550, or under any applicable Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or any similar non-bankruptcy law (collectively, the "Avoidance Actions") (the assets from (a)-(b), the "Excluded Assets"); *provided* that, upon entry of this Final Order, any proceeds or property recovered, unencumbered or otherwise from successful Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds") shall be included in the DIP Collateral.

10. Carve Out.

(a) "Carve Out" means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court or statutory fees payable to the U.S. Trustee under 28 U.S.C. § 1930, with interest at the statutory rate pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in clauses (iii) and (b) below); (iii) to the extent allowed at any time (whether by interim order, final order, procedural order or otherwise) other than fees or expenses incurred in the preparation for or in pursuit of any Prohibited Actions (as defined below), (A) all unpaid fees and expenses (collectively, the "Debtor Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328 or 363 (collectively, the "Debtor Professionals") and (B) all unpaid fees and expenses (collectively, the "Committee Professional Fees" and, together with the Debtor Professional Fees, the "Professional Fees") incurred by persons or firms retained by the Creditors' Committee (if any) (such professionals to the Creditors' Committee, the "Committee Professionals" and, together with

the Debtor Professionals, the "Retained Professionals") pursuant to Bankruptcy Code sections 327, 328 or 1103, as applicable, at any time before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), in each case, without regard to whether such fees and expenses were invoiced after the Carve Out Trigger Date and whether allowed by the Court prior to or after delivery of the Carve Out Trigger Notice (the "Pre-Carve Out Trigger Notice Fees," and the sum of such amounts, the "Pre-Carve Out Trigger Notice Cap"); and (iv) after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, and, solely with respect to the Professional Fees incurred by the Committee Professionals, subject to the Approved Budget then in effect, all unpaid fees, disbursements, costs and expenses incurred by Retained Professionals in an aggregate amount not to exceed $6,000,000 (the cap set forth in this clause (iv), the "Post-Carve Out Trigger Notice Cap" and, together with the Pre-Carve Out Trigger Notice Cap, the "Carve Out Amount") incurred after the first business day following delivery of a Carve Out Trigger Notice. Any payment or reimbursement made to any Retained Professional on or after the delivery of the Carve Out Trigger Notice shall permanently reduce the Carve Out Amount on a dollar-for-dollar basis.

(b) *Carve Out Trigger Notice*. For purposes of the foregoing, a "Carve Out Trigger Notice" means a written notice delivered by email by the DIP Agent (acting at the direction of the Required DIP Lenders) to: (i) the Debtors' lead restructuring counsel, (ii) the U.S. Trustee, (iii) counsel to the Creditors' Committee appointed in the Chapter 11 Cases (if any), (iv) the Prepetition Secured Agents and (v) the Ad Hoc Group (collectively, the "Carve Out Notice Parties"), which notice may be delivered following the occurrence and during the continuation of a DIP

Termination Event (as defined below) and acceleration of the DIP Obligations or termination of the Debtors' right to use Cash Collateral, as applicable, expressly stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserves.*

(i) On or before Friday of each week, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, available cash thereafter held by any Debtors to fund a reserve in an amount equal to the aggregate amount of the Retained Professionals' Professional Fees projected for such week in the Approved Budget then in effect. The Debtors shall deposit and hold such amounts in a segregated account in a manner reasonably acceptable to the DIP Agent, which shall constitute the corpus of a trust governed by New York law, for the benefit of the Retained Professionals entitled to receive payment thereunder to pay such Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims, and all payments of Professional Fees, to the extent allowed at any time, incurred prior to the Carve Out Trigger Date shall be paid first from such Pre-Carve Out Trigger Notice Reserve. To fund the Pre-Carve Out Trigger Notice Reserve, the Debtors shall first use cash that is not ABL Priority Collateral and, to the extent such cash is insufficient, the Debtors shall use any other cash on hand.

(ii) On the date on which a Carve Out Trigger Notice is delivered (the "Carve Out Trigger Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date to fund, to the extent not already funded, the Pre-Carve Out Trigger Notice Reserve in an amount equal to the then unpaid amounts of (i) the Professional Fees of the Retained Professionals and (ii) the obligations accrued as of the Carve Out Trigger Date with

respect to clauses (i) and (ii) of the definition of Carve Out set forth in paragraph 10(a). On the Carve Out Trigger Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap and deposit and hold such amounts in a segregated account in a manner reasonably acceptable to the DIP Agent, which shall constitute the corpus of a trust governed by New York law, for the benefit of the Retained Professionals entitled to receive payment thereunder, to pay, to the extent allowed at any time, such Retained Professionals' Professional Fees (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to the use of such reserve to pay any other claims. To fund the Post-Carve Out Trigger Notice Reserve, the Debtors shall first use cash that is not ABL Priority Collateral and, to the extent such cash is insufficient, the Debtors shall use any other cash on hand.

(d) Notwithstanding anything to the contrary in the DIP Documents (including the failure to satisfy or receive a waiver of any of the conditions precedent to any DIP Loans set forth in the DIP Credit Agreement or other DIP Documents) or this Final Order, following delivery of the Carve Out Trigger Notice, the DIP Lenders (including, if fronting is required, the Fronting Lender) shall promptly fund any additional draw request necessary to fund the Post-Carve Out Trigger Notice Reserve solely to the extent the Debtors are unable to fund the Post-Carve Out Trigger Notice Reserve using all remaining cash on hand as set forth in paragraph 10(c)(ii) above; *provided*, that the DIP Lenders shall not be required to fund any amounts that, in the aggregate, exceed the amount of the DIP Loans to be funded by the DIP Lenders under the DIP Facility;

provided, *further*, that under no circumstances shall the DIP Lenders be required to fund more than $6,000,000 pursuant to this paragraph 10(d).

(e) The Debtors shall use funds held in the Pre-Carve Out Trigger Notice Reserve exclusively to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth in paragraph 10(a) (the "Pre-Carve Out Amounts") (but not, for the avoidance of doubt, the Post-Carve Out Amounts (as defined below)) until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to the terms of this Final Order, to pay any other amounts (if owing) benefitting from the Carve Out and then to the DIP Secured Parties, in accordance with the terms of this Final Order and the DIP Documents, unless the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with the Prepetition Secured Facilities Documents, the Interim Order and this Final Order. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts") up to the Post-Carve Out Trigger Notice Cap, and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to the terms of this Final Order, to pay the DIP Secured Parties, in accordance with the terms of this Final Order and the DIP Documents, unless the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with the Prepetition Secured Facilities Documents, the Interim Order and this Final Order. Notwithstanding anything to the

contrary in the DIP Documents or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 10(c)(ii), then, any excess funds in either of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 10(c)(ii), prior to making any payments to the DIP Secured Parties or the Prepetition Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Documents or this Final Order, following delivery of a Carve Out Trigger Notice, neither the DIP Secured Parties (in accordance with the terms of the DIP Documents and this Final Order) nor the Prepetition Secured Parties (in accordance with the terms of this Final Order and the Prepetition Secured Facilities Documents) shall sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a valid and perfected security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent, in accordance with the terms of the DIP Documents and this Final Order, unless the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with the Prepetition Secured Facilities Documents. Further, notwithstanding anything to the contrary in this Final Order, (x) disbursements by the Debtors from the Carve Out Reserves shall not increase or reduce the DIP Obligations or constitute additional loans under the DIP Facility and (y) the failure of the Carve Out Reserves to satisfy in full the Professional Fees of Retained Professionals shall not affect the priority of the Carve Out in respect of DIP Collateral or any recoveries therefrom.

(f) *Limitation on Responsibility of Secured Parties*. None of the DIP Secured Parties or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or expenses of any Retained Professional incurred in connection with these Chapter 11 Cases or any Successor Cases (as defined below). Nothing in this Final Order or otherwise shall be construed to obligate any of the DIP Secured Parties or Prepetition Secured Parties to pay compensation to, or to reimburse the expenses of, any Retained Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, the Creditors' Committee (if any), any other official or unofficial committee in these Chapter 11 Cases or any Successor Cases, or of any other person or entity, or shall affect the right of any party to object to the allowance and payment of any such fees and expenses.

(g) *Payment of Allowed Professional Fees on or After the Carve Out Trigger Date*. Following the delivery of the Carve Out Trigger Notice, all Professional Fees to the extent granted or allowed shall be paid from the applicable Carve Out Reserve, and no Retained Professional shall seek payment of any allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Carve Out Trigger Date in respect of any allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall otherwise be entitled to the protections granted under this Final Order, the DIP Documents, the Bankruptcy Code and applicable law.

11. Protection of DIP Lenders' Rights.

(a) Until the DIP Obligations have been paid in full and the termination of all remaining DIP Commitments under the DIP Facility, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Secured Facilities Documents, the Interim Order or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral (subject to the rights of the Prepetition ABL Agent to take those actions that the Prepetition ABL Agent is expressly permitted to take hereunder), including in connection with the Adequate Protection Liens except to the extent authorized herein or by an order of this Court; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, any DIP Collateral, to the extent such transfer, disposition, sale or release is authorized under the DIP Documents and this Final Order; *provided* that, with respect to any ABL Priority Collateral, each Prepetition Secured Party other than the Prepetition ABL Secured Parties is hereby deemed to have consented, in accordance with this Final Order and the Prepetition Intercreditor Agreements, to any such transfer, disposition, sale or release of liens thereon that is authorized by the DIP Documents, this Final Order and the Prepetition ABL Facility Documents; and (iii) deliver or cause to be delivered, at the Loan Parties' cost and expense and at the reasonable request of the DIP Agent, any termination statements, releases and/or assignments in favor of the DIP Agent or the DIP Lenders or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any such transfer, disposition, sale or release; *provided* that nothing herein shall affect the rights and priorities set

forth herein including those set forth on **Exhibit 2** hereto or any party's rights to seek relief from the Court upon the occurrence and during the continuation of a DIP Termination Event.

(b) Other than with respect to the Prepetition ABL Secured Parties' rights to the ABL Priority Collateral, to the extent the Prepetition Secured Agents or any other Prepetition Secured Parties have possession of any Prepetition Collateral or DIP Collateral or have control with respect to any Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed, subject to the applicable rights and priorities set forth herein, including those set forth on **Exhibit 2** hereto, without incurring any liability or duty to any party, to maintain such possession or exercise such control as gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agent and the DIP Lenders and shall, at the Loan Parties' cost and expense, comply with the reasonable instructions of the DIP Agent with respect to the exercise of such control, and the DIP Agent agrees that such Prepetition Secured Parties shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral gratuitous agent for perfection for the benefit of the DIP Agent and the DIP Lenders with respect to bank accounts. Notwithstanding the foregoing, with respect to the ABL Priority Collateral (including, for the avoidance of doubt, Cash Collateral that constitutes ABL Priority Collateral), any DIP Secured Party or Prepetition Secured Party that has possession of, control over or is noted as a secured party on any certificate of title for such ABL Priority Collateral shall be deemed to hold such ABL Priority Collateral (or such notation or control) solely as a gratuitous bailee or gratuitous agent for perfection for the benefit of the Prepetition ABL Secured Parties and shall

comply with the instructions of the Prepetition ABL Agent with respect thereto, and each other Prepetition Secured Party (other than the Prepetition ABL Secured Parties) is deemed to have consented to such control by the Prepetition ABL Agent in accordance with this Final Order and the Prepetition Intercreditor Agreements.

(c) Any ABL Priority Collateral or any proceeds of ABL Priority Collateral or any other payment with respect thereto that is received by any person or entity, including, without limitation, a DIP Secured Party or Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the ABL Priority Collateral or otherwise received by a DIP Secured Party or Prepetition Secured Party, shall be segregated and such person or entity shall be deemed to have received, and shall hold, any such ABL Priority Collateral, proceeds thereof or any other payment in trust for the benefit of the Prepetition ABL Agent and the Prepetition ABL Secured Parties based on the rights and priorities set forth in **Exhibit 2** hereto, and shall immediately turn over such property in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The Prepetition ABL Agent is hereby authorized to make any such endorsements as agent for any such DIP Secured Parties or Prepetition Secured Parties, as applicable. This authorization is coupled with an interest and is irrevocable.

(d) No rights, protections or remedies of the DIP Agent or the DIP Lenders granted by the provisions of the Interim Order, this Final Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party (other than the DIP Agent's and DIP Lenders' consent to use Cash Collateral in

accordance with the terms contained herein) to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral (other than in accordance with the terms of this Final Order); or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

12. Marshaling. Upon entry of this Final Order, none of the DIP Secured Parties with respect to the DIP Collateral or the Prepetition Secured Parties with respect to the Prepetition Collateral and the Adequate Protection Liens, shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine, and all proceeds thereof shall be received and used in accordance with this Final Order. Further, in no event shall the "equities of the case" exception in Bankruptcy Code section 552(b) apply to the secured claims of the Prepetition Secured Parties.

13. Limitation on Charging Expenses. Upon entry of this Final Order, except to the extent of the Carve Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases, shall be charged against or recovered from the DIP Collateral or the Prepetition Collateral (including Cash Collateral), as applicable, pursuant to Bankruptcy Code section 506(c) or any similar principle of law without the prior written consent of the DIP Agent or the Prepetition Secured Agents, as applicable, and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Agent or the DIP Lenders with respect to the DIP Collateral or the Prepetition Secured Agents with respect to the Prepetition Collateral. Nothing contained in the Interim Order or this Final Order shall be deemed to be a consent by the DIP Agent or the DIP Lenders or the Prepetition Secured Parties, as applicable, to any charge, lien, assessment or claim

against the DIP Collateral or the Prepetition Collateral, as applicable, under Bankruptcy Code section 506(c) or otherwise.

14. Payments Free and Clear. Subject in all respects to the Carve Out, any and all payments or proceeds remitted to the DIP Agent on behalf of the DIP Lenders or Prepetition Secured Agents on behalf of the Prepetition Secured Parties pursuant to the provisions of the Interim Order, this Final Order, the DIP Documents or any subsequent order of the Court shall be irrevocably received free and clear of any claim, charge, assessment or other liability, including any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) or 552(b) (provided that payments or proceeds remitted to the Prepetition Secured Agents on behalf of the Prepetition Secured Parties shall be received free and clear of claims or charges arising out of or based on Bankruptcy Code sections 506(c) and 552(b) only upon entry of this Final Order), whether asserted or assessed by, through or on behalf of the Debtors.

15. Use of Non-ABL Cash Collateral. Subject to the DIP Documents, this Final Order and the Approved Budget (subject to Permitted Variances), the Debtors are authorized to use cash collateral other than ABL Cash Collateral (the "Non-ABL Cash Collateral") (a) until the occurrence of a DIP Termination Event, (b) subject to paragraph 22 during the Notice Period following the occurrence and during the continuation of a DIP Termination Event, and (c) following the cessation of a DIP Termination Event, if the DIP Termination Event is cured prior to the end of the Notice Period; provided that the Prepetition Secured Parties are granted adequate protection as set forth herein. Nothing in the Interim Order or this Final Order shall authorize the disposition of any assets of the Debtors outside the ordinary course of business, or

any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted by this Final Order and the DIP Documents, and in accordance with the Approved Budget (subject to Permitted Variances).

16. Adequate Protection for the Prepetition Secured Parties. Each Prepetition Secured Party is entitled pursuant to Bankruptcy Code sections 361, 362, 363(e) and 364(d)(1), to adequate protection of its respective interests in the applicable Prepetition Collateral, including Cash Collateral, in an amount equal to the aggregate diminution in the value of its respective interests in the applicable Prepetition Collateral from and after the Petition Date, if any, resulting from, as applicable, the sale, lease or use by the Debtors of the Prepetition Collateral (including any such use to pay the Carve Out), the priming of the Prepetition Liens by the DIP Liens pursuant to the DIP Documents, the Interim Order and this Final Order, and the imposition of the automatic stay pursuant to Bankruptcy Code section 362 (the "Diminution in Value"). In consideration of the foregoing, and in addition to the Prepetition ABL Cash Collateral Covenants provided to the Prepetition ABL Secured Parties in paragraph 23 *infra* (which, for the avoidance of doubt, shall constitute supplemental forms of adequate protection for the benefit of the Prepetition ABL Secured Parties), the applicable Prepetition Secured Parties are hereby granted the following as adequate protection to the extent of the applicable Prepetition Secured Party's Diminution in Value (collectively, the "Adequate Protection Obligations"), in each case, subject and subordinate in all respects to the Carve Out and in accordance with the rights and priorities set forth in **Exhibit 2**:

(a) *Adequate Protection Liens*.

(i) The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "ABL Adequate Protection Liens") on, the DIP Collateral (including, for the avoidance of doubt, the Avoidance Proceeds). The ABL Adequate Protection Liens shall be subject and subordinate to the Carve Out, the Permitted Liens (if any) and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(ii) The Prepetition First-Out/Second-Out Agent, for the benefit of itself and the other Prepetition First-Out/Second-Out Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "First-Out/Second-Out Adequate Protection Liens") on, the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The First-Out/Second-Out Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto. For the avoidance of doubt, any proceeds recovered on account of the First-Out/Second-Out Adequate Protection Liens shall be subject to the terms and conditions of the Prepetition First-Out/Second-Out Documents, including the Intercreditor Provisions.

(iii) The Prepetition First-Out Notes Agent, for the benefit of itself and the other Prepetition First-Out Notes Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "First-Out Notes Adequate Protection Liens") on, the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The First-Out Notes Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(iv) The Prepetition Amended Term Loan Agent, for the benefit of itself and the other Prepetition Amended Term Loan Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding,

enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "Amended Term Loan Adequate Protection Liens") on, the DIP Collateral that constitutes assets of the Prepetition Amended Term Loan Obligors (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The Amended Term Loan Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(v) The Prepetition Third-Out Notes Agent, for the benefit of itself and the other Prepetition Third-Out Notes Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "Third-Out Notes Adequate Protection Liens" and, collectively with the ABL Adequate Protection Liens, the First-Out/Second-Out Adequate Protection Liens, the First-Out Notes Adequate Protection Liens and the Amended Term Loan Adequate Protection Liens, the "Adequate Protection Liens") on, the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The Third-Out Notes Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(b) *Section 507(b) Claims*.

(i) The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, is hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the "ABL Adequate Protection 507(b) Claims"), which ABL Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The ABL Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(ii) The Prepetition First-Out/Second-Out Secured Parties are hereby granted allowed superpriority administrative expense claims as

provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the "First-Out/Second-Out Adequate Protection 507(b) Claims"), which First-Out/Second-Out Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The First-Out/Second-Out Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto. For the avoidance of doubt, any proceeds recovered on account of the First-Out/Second-Out Adequate Protection 507(b) Claims shall be subject to the terms and conditions of the Prepetition First-Out/Second-Out Documents, including the Intercreditor Provisions.

(iii) The Prepetition First-Out Notes Secured Parties are hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any respective Diminution in Value (the "First-Out Notes Adequate Protection 507(b) Claims"), which First-Out Notes Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The First-Out Notes Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(iv) The Prepetition Amended Term Loan Secured Parties are hereby granted allowed superpriority administrative expense claims against the Prepetition Amended Term Loan Obligors as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the "Amended Term Loan Adequate Protection 507(b) Claims"), which Amended Term Loan Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral that constitutes assets of the Prepetition Amended Term Loan Obligors (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The Amended Term Loan Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(v) The Prepetition Third-Out Notes Secured Parties are hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the "Third-Out Notes Adequate Protection 507(b) Claims" and, together with the ABL Adequate Protection 507(b) Claims, the First-Out/Second-Out Adequate Protection 507(b) Claims, the First-Out Notes Adequate Protection 507(b) Claims and the Amended Term Loan Adequate Protection 507(b) Claims, the "Adequate Protection 507(b) Claims"), which Third-Out Notes Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral (including, for the avoidance of doubt and upon entry of this Final Order, the Avoidance Proceeds). The Third-Out Notes Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

For the avoidance of doubt, until the ABL Adequate Protection 507(b) Claims and Prepetition ABL Facility Obligations have been paid in full, Adequate Protection 507(b) Claims (other than the ABL Adequate Protection 507(b) Claims) shall not be payable from the ABL Priority Collateral.

(c) *Adequate Protection Payments*.

(i) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, with adequate protection in the form of cash payments on account of interest accruing before and after the Petition Date at the non-default interest rate under the Prepetition ABL Facility Credit Agreement, subject to the rights preserved in this Final Order.

(ii) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition First-Out/Second-Out Agent, for the benefit of itself and the applicable Prepetition First-Out Revolving Lenders and the Prepetition First-Out Term Lenders, with adequate protection in the form of cash payments on account of (x) with respect to the Prepetition First-Out Revolving Lenders, interest accruing before and after the Petition Date in respect of the First-Out Revolving Loans at the non-default interest rate under the Prepetition First-Out/Second-Out Credit Agreement and (y) with respect to the Prepetition First-Out

Term Lenders, interest accruing after the Petition Date in respect of the First-Out Term Loans at the non-default interest rate under the Prepetition First-Out/Second-Out Credit Agreement, in each case subject to the rights preserved in this Final Order.

(iii) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition First-Out Notes Agent, for the benefit of itself and the other Prepetition First-Out Notes Secured Parties, with adequate protection in the form of cash payments on account of interest accruing after the Petition Date at the non-default interest rate under the Prepetition First-Out Notes Indenture, subject to the rights preserved in this Final Order.

(iv) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition Amended Term Loan Agent, for the benefit of itself and the other Prepetition Amended Term Loan Secured Parties, with adequate protection in the form of: (x) for the period from the Petition Date through the earlier of (a) the effective date of the Debtors' chapter 11 plan (the "Effective Date") and (b) March 31, 2026, periodic cash payments on account of interest accruing at the non-default interest rate under the Prepetition Amended Term Loan Credit Agreement; and (y) to the extent the Effective Date has not occurred by March 31, 2026, from and after April 1, 2026, cash payments made concurrently with any payments under clauses (ii) and (iii) of this paragraph, in an amount equal to 1.780% of the aggregate amounts paid pursuant to clauses (ii) and (iii), in each case subject to the rights preserved in this Final Order.

(d) *Reporting*. The Prepetition Secured Parties shall be entitled to delivery of all reports and notices deliverable to the DIP Secured Parties pursuant to the DIP Credit Agreement, including, for the avoidance of doubt, reporting concerning the Approved Budget and any variances thereto. Such reporting shall also be provided to the advisors of the Creditors' Committee (if appointed).

(e) *Adequate Protection Fees and Expenses*. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with paragraph 28 of this Final Order,

the reasonable and documented prepetition and postpetition fees and expenses (the "Adequate Protection Fees and Expenses") of the Prepetition First-Out/Second-Out Secured Parties, the Prepetition ABL Secured Parties, the Prepetition First-Out Notes Trustee, and the Prepetition Amended Term Loan Agent, including such parties' agency fees and the reasonable and documented professional fees as follows: (1) the Prepetition ABL Agent, including the agency fees and the reasonable and documented fees and disbursements of (x) Cahill Gordon & Reindel LLP, as counsel to the Prepetition ABL Agent, (y) one financial advisor[10] and (z) Greenberg Traurig, LLP, as local counsel to the Prepetition ABL Agent; (2) the Prepetition First-Out/Second-Out Agent (including any successor agent thereto), including the agency fees and the reasonable and documented fees and disbursements of (x) Cahill Gordon & Reindel LLP, as counsel to the Prepetition First-Out/Second-Out Agent, (y) one financial advisor (which shall be the same financial advisor as for the Prepetition ABL Agent), and (z) Greenberg Traurig, LLP, as local counsel to the Prepetition First-Out/Second-Out Agent; (3) the Prepetition First-Out Notes Agent (including any successor agent or indenture trustee thereto), including the agency and indenture trustee fees and the reasonable and documented disbursements of Reed Smith LLP as counsel to the Prepetition First-Out Notes Agent; (4) the Prepetition Amended Term Loan Agent (including any successor agent thereto), including the agency fees and the reasonable and documented fees and disbursements of Benesch, Friedlander, Coplan & Aronoff LLP as counsel to the Prepetition

[10] For the avoidance of doubt, any prior modification to the Debtors' fee letter with the financial advisor to the Prepetition ABL Agent and the Prepetition First-Out/Second-Out Agent, which letter was previously agreed to in connection with certain forbearance agreements among the Debtors, the Prepetition ABL Secured Parties and/or the Prepetition First-Out/Second-Out Secured Parties, shall remain in effect throughout these Chapter 11 Cases.

Amended Term Loan Agent; and (5) the Ad Hoc Group (including Akin Gump Strauss Hauer & Feld LLP, Centerview Partners LLC, one New Jersey local counsel, Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group, and one local counsel in each other applicable jurisdiction and, in the event of any actual conflict of interest, one additional counsel to the affected parties). Additionally, the Debtors are authorized and directed to pay advisor fees to CastleKnight solely to the extent provided for in the Settlement Agreement (as defined below). Notwithstanding anything to the contrary set forth herein, the Adequate Protection Fees and Expenses shall not include, and the Debtors shall not pay to any Prepetition Secured Parties, any fees or expenses incurred in connection with (i) contesting the relief sought in the Motion or (ii) any Prohibited Actions.

17. Reservation of Rights of the Prepetition Secured Parties. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that, the Prepetition Secured Parties may, subject to the terms of the Prepetition Intercreditor Agreements, request further or different adequate protection. All adequate protection payments are subject to disgorgement or recharacterization as principal payments under the applicable Prepetition Secured Facilities Documents in the event of a final determination by order of the Court that the applicable Prepetition Secured Party that received the adequate protection payment at issue is undersecured or that such adequate protection payment exceeds such Prepetition Secured Party's Diminution in Value.

18. Perfection of DIP Liens and the Adequate Protection Liens.

(a) The Interim Order was and shall be sufficient and conclusive evidence of the creation, validity, automatic perfection and priority of all liens granted therein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any account control agreement or mortgage with respect to any real estate, ship or vessel or taking possession of any possessory collateral) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein.

(b) The DIP Agent, on behalf of the applicable DIP Lenders, and the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, are hereby authorized (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents), but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, equity certificates or promissory notes, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the DIP Agent, on behalf of the applicable

DIP Lenders, or the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, notices of lien or similar instruments, or take possession of or control over cash or securities, equity certificates or promissory notes, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order. Upon the reasonable request of the DIP Agent, each of the Prepetition Secured Parties and the Loan Parties, without any further consent of any party, is authorized (in the case of the Prepetition Secured Parties) (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents) and directed (in the case of the Loan Parties) to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the DIP Agent to further validate, perfect, preserve and enforce the DIP Liens, at the Loan Parties' cost and expense. Pursuant to the Interim Order, and as ratified upon entry of this Final Order, all such documents will be deemed to have been recorded and filed as of the Petition Date.

(c) A certified copy of the Interim Order or this Final Order may, in the discretion of the DIP Agent or the Prepetition Secured Agents, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, notices of lien or similar instruments, and all filing offices were, by the Interim Order, and hereby are authorized and directed to accept such certified copy of the Interim Order or this Final Order for filing and/or

recording, as applicable. The automatic stay of Bankruptcy Code section 362(a) shall be modified to the extent necessary to permit the DIP Agent or the Prepetition Secured Agents to take all actions referenced in this subparagraph (c) and the immediately preceding subparagraph (b).

19. Approved Budget.

(a) The initial budget (the "Initial Approved Budget"), attached hereto as **Exhibit 3**, was approved pursuant to the Interim Order and is reaffirmed upon entry of this Final Order. The use of proceeds under the DIP Facility and the use of Cash Collateral shall be in accordance with the terms and conditions set forth in the Interim Order and this Final Order and each subsequent Approved Budget, subject to the Permitted Variances and the terms and conditions contained in the DIP Documents. The Initial Approved Budget reflects, among other things, the Debtors' anticipated operating receipts, anticipated operating disbursements, anticipated non-operating disbursements, net operating cash flow and liquidity for each calendar week covered thereby. The Initial Approved Budget may be modified, amended, supplemented and updated from time to time in accordance with the DIP Documents and upon approval of the Required DIP Lenders in accordance with the DIP Documents (and in consultation with the First-Out/Second-Out Agent and the Prepetition ABL Agent) (the Initial Approved Budget and each subsequent approved budget shall constitute, without duplication, an "Approved Budget"); *provided*, *however*, that in the event that the Required DIP Lenders and the Debtors cannot agree as to an updated, modified or supplemented budget, the prior Approved Budget shall continue in effect, with weekly details for any periods after the initial 13-week period to be derived in a manner reasonably satisfactory to the Required DIP Lenders from the monthly budget prepared by the

Debtors (and approved by the Required DIP Lenders) for these Chapter 11 Cases. A copy of any Approved Budget (or updated Approved Budget) shall be delivered to counsel for a Creditors' Committee (if appointed), the Prepetition First-Out/Second-Out Agent, the Prepetition ABL Agent and the U.S. Trustee. The Initial Approved Budget has been thoroughly reviewed by the Debtors, their management and their advisors. The Debtors, their management and their advisors believe the Initial Approved Budget and the estimate of administrative expenses due or accruing during the period covered by the Initial Approved Budget were developed using reasonable assumptions, and based on those assumptions, the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Initial Approved Budget. The Initial Approved Budget was an integral part of the Interim Order and is an integral part of this Final Order, and the DIP Secured Parties and the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with the Initial Approved Budget (subject to the terms of the DIP Documents), in determining to enter into the DIP Facility and to allow the Debtors' use of Cash Collateral in accordance with the terms of this Final Order and the DIP Documents.

(b) The Debtors shall at all times comply with the Approved Budget, subject to the Permitted Variances and the other terms and conditions set forth in the DIP Documents. The Debtors shall provide all reports and other information as required in the DIP Documents. The Debtors' failure to comply with the Approved Budget (including the Permitted Variances set forth in the DIP Documents) or to provide the reports and other information required in the DIP Documents shall constitute an Event of Default (as defined in the DIP Credit Agreement), following the expiration of any applicable cure period set forth herein or in the DIP Documents.

20. DIP Termination Events. Subject to any obligations under the Carve Out and any applicable grace period under the DIP Documents and this Final Order and the Notice Period, the DIP Obligations shall accelerate and become immediately due and payable in full and the DIP Commitments shall terminate, in each case without further notice or action by the Court following the earliest to occur of any of the following, unless waived in writing by the DIP Agent (each a "DIP Termination Event"): (i) (A) at the election of the Required DIP Lenders, the occurrence and continuance of any Event of Default under Section 11.01 through 11.11 of the DIP Credit Agreement, which Events of Default are explicitly incorporated by reference into this Final Order, and (B) the occurrence and continuance of any other Event of Default, which Events of Default are explicitly incorporated by reference into this Final Order; *provided* that, in each case under this clause (i), such Event of Default has not been waived in accordance with the terms of the DIP Credit Agreement; (ii) the Debtors' failure to comply with any provision of this Final Order; (iii) the occurrence of the Maturity Date; (iv) the entry of an order authorizing the use of DIP Collateral or Cash Collateral or financing under Bankruptcy Code section 364 or the filing by the Debtors of a motion seeking such authority, in each case without the consent of the Required DIP Lenders; (v) dismissal or conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (vi) termination of this Final Order; and (vii) the filing of a plan or disclosure statement that (x) is inconsistent with the Restructuring Support Agreement,[11] (y) is not approved

[11] The "Restructuring Support Agreement" means that certain Restructuring Support Agreement, dated as of December 28, 2025, by and among the Company Entities (as defined therein) and the Consenting Stakeholders (as defined therein) from time to time party thereto (as amended or modified from time to time in accordance with its terms).

by the Required DIP Lenders and the DIP Agent, and (z) which does not provide for the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) to be paid in full in cash on the effective date of such plan.

21. Remedies upon a DIP Termination Event. The Debtors shall promptly provide notice to counsel to the DIP Agent, the DIP Lenders, the Prepetition First-Out/Second-Out Agent, the Prepetition ABL Agent, counsel to the Creditors' Committee, if any, the U.S. Trustee, and counsel to the Ad Hoc Group of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and following the giving of not less than five (5) business days' advance written notice by counsel to the DIP Agent, which may be by email (such period, the "Notice Period," and such notice, the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, counsel to the Ad Hoc Group and counsel to the Creditors' Committee, if any, subject to the obligations with respect to the Carve Out, (i) the DIP Agent, acting at the direction of DIP Lenders (as set forth in the DIP Documents) may exercise any rights and remedies against the DIP Collateral (excluding Cash Collateral constituting ABL Priority Collateral and cash proceeds thereof (the "ABL Cash Collateral") and other ABL Priority Collateral, unless the Prepetition ABL Facility Obligations and the related Adequate Protection Obligations have been paid in full) available to it under this Final Order, the DIP Documents and applicable non-bankruptcy law, and the other DIP Secured Parties may exercise such rights available to them under the DIP Documents or this Final Order, except as to the ABL Priority Collateral and subject to the Carve Out; (ii) the Prepetition Secured Parties may exercise any rights and remedies to

satisfy the Prepetition Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any) and the Carve Out, and consistent with the Prepetition Secured Facilities Documents, including the Prepetition Intercreditor Agreements, and the relative rights and priorities as set forth on **Exhibit 2** attached hereto; *provided*, *however*, with respect to the ABL Priority Collateral, rights and remedies may only be exercised, prior to the repayment of the Prepetition ABL Facility Obligations and the related Adequate Protection Obligations, to fully satisfy such obligations owing to the Prepetition ABL Secured Parties; and (iii) any remaining DIP Commitments will be terminated. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically modified with respect to the DIP Secured Parties and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Court, unless (a) the DIP Agent (acting at the direction of the Required DIP Lenders) and the Prepetition Secured Agents (acting at the direction of the applicable requisite lenders), as applicable, elect otherwise in a written notice to the Debtors, and/or (b) the Court has determined that a DIP Termination Event has not occurred and/or is not continuing or the Court orders otherwise.

22. Emergency Hearing. Subject to paragraph 23(e), upon delivery of an Enforcement Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors and the Creditors' Committee (if any), as applicable, consent to a hearing on an expedited basis to consider (a) whether a DIP Termination Event has occurred and (b) any appropriate relief (including the Debtors' non-consensual use of Cash Collateral); provided that if a request for such hearing is made prior to the end of the Notice Period, then the Notice Period shall be continued until the

Court hears and rules on such request. During the Notice Period, notwithstanding anything to the contrary set forth in the paragraph immediately above, (i) the DIP Secured Parties may not exercise any default rights or remedies to satisfy the DIP Obligations, including any default rights and remedies against the DIP Collateral, (ii) the Prepetition Secured Parties may not exercise any default rights or remedies to satisfy the Prepetition Secured Obligations and the Adequate Protection Obligations, including any rights or remedies against the Prepetition Collateral and (iii) the Debtors shall continue to have the right to use Cash Collateral (other than ABL Cash Collateral) in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Estates. At the end of the Notice Period, unless the Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use Cash Collateral shall immediately cease, unless otherwise provided herein, and the DIP Agent, the DIP Lenders and the Prepetition Secured Parties, shall have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.

23. Use of ABL Cash Collateral. Subject to this Final Order, including the Carve Out, the Approved Budget (subject to Permitted Variances) and the Debtors' adherence to the following covenants (the "Prepetition ABL Cash Collateral Covenants") that, for the avoidance of doubt, are included among the Debtors' Adequate Protection Obligations, the Debtors are authorized (and the Prepetition ABL Secured Parties consent) to use ABL Cash Collateral:

(a) Prepetition ABL Facility Credit Agreement Covenants. Notwithstanding anything to the contrary in this Final Order or any other DIP Documents, the covenants contained

in Sections 9.02(a), 9.03 (subject to the same grace periods provided under the DIP Credit Agreement), 9.04, 9.05, 9.06, and 9.07 of the Prepetition ABL Facility Credit Agreement shall be applicable during these Chapter 11 Cases.[12]

(b) Cash Management. The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the applicable "first day" order.

(c) Appraisal and Field Examination. In the event that a confirmed reorganization plan has not gone effective within one hundred twenty (120) days of the Petition Date, then the Prepetition ABL Secured Parties shall be entitled to conduct one appraisal and one field examination, the costs of which shall be borne by the Debtors' estates.

(d) Reporting.[13] For the duration of these Chapter 11 Cases, the Debtors shall provide the Prepetition ABL Agent, with copies to the DIP Agent and the advisors of the Creditors' Committee (if appointed), with (i) a modified Borrowing Base Certificate based on the estimated balances as of the 15th day of each month ("Mid-Month Borrowing Base Certificate"), delivered by the 5th day of the following month, and (ii) a monthly Borrowing Base Certificate, delivered by the 20th day of each month. The Borrowing Base in the Mid-Month Borrowing Base Certificate shall be based on (i) an estimate of Eligible Accounts calculated as (A) Eligible Accounts in the prior month Borrowing Base Certificate, divided by gross Accounts Receivable, including

[12] For purposes of complying with such covenants during these Chapter 11 Cases, the definition of "Material Adverse Effect" under the Prepetition ABL Facility Credit Agreement shall be deemed to exclude any material adverse changes leading up to, or customarily resulting from, the filing of these Chapter 11 Cases.

[13] For purposes of this paragraph, capitalized terms that are used but not defined herein have the meanings ascribed to them in the Prepetition ABL Facility Credit Agreement.

ineligible Accounts Receivable, and net of customer credit balances, in the prior month Borrowing Base Certificate, (B) multiplied by gross Accounts Receivable, including ineligible Accounts Receivable, and net of customer credit balances, as of the 15th day of each month, (ii) Eligible Unbilled Accounts in the prior month Borrowing Base Certificate, and (iii) Eligible Specified Equipment in the prior month Borrowing Base Certificate. If, after delivering such Mid-Month Borrowing Base Certificate or Borrowing Base Certificate, Availability (as defined in the Prepetition ABL Facility Credit Agreement but excluding Eligible Cash, "Availability") would be less than $10 million, then the Debtors shall, within 1 business day, deposit cash sufficient to cause Availability to be $10 million into one or more segregated accounts with a bank that has entered into a uniform depository agreement with the U.S. Trustee, upon which the Prepetition ABL Agent shall have a first priority, automatically perfected security interest in, and lien (a "True Up Deposit"). If a subsequent Mid-Month Borrowing Base Certificate or Borrowing Base Certificate shows excess Availability over $10 million, then the Debtors shall be entitled to remove the excess amount from the segregated account(s) holding the True Up Deposit. The True Up Deposit, if any, shall constitute ABL Priority Collateral.

(e) ABL Cash Collateral Termination Event. Upon the occurrence of any of the below events (a "Cash Collateral Termination Event"), the Prepetition ABL Secured Parties may terminate their consent to the Debtors' use of ABL Cash Collateral in accordance with this paragraph 23(e) (unless the Prepetition ABL Facility Obligations and related Adequate Protection Obligations have been paid in full) on not less than five (5) business days' notice to (i) the Debtors' lead restructuring counsel, (ii) the U.S. Trustee, (iii) counsel to the Creditors' Committee (if any),

(iv) counsel to the DIP Agent, (v) counsel to the Ad Hoc Group, (vi) counsel to the Prepetition ABL Agent, (vii) counsel to the Prepetition First-Out/Second-Out Agent, (viii) counsel to the Prepetition First-Out Notes Agent, and (ix) counsel to the Prepetition Third-Out Notes Agent (such five (5) business day period, the "ABL Remedies Notice Period"), unless the Court orders otherwise; *provided* that, during the ABL Remedies Notice Period, the Debtors, the Creditors' Committee (if any) and/or any party in interest shall be entitled to seek an emergency hearing (with the Prepetition ABL Agent consenting to such emergency hearing) before the Court for the purpose of contesting whether, in fact, a Cash Collateral Termination Event has occurred and is continuing or to obtain non-consensual use of Cash Collateral; *provided*, *further*, that, if a request for such hearing is made prior to the end of the ABL Remedies Notice Period, the ABL Remedies Notice Period shall be continued until the Court hears and rules with respect thereto: (w) the occurrence of an Event of Default (as defined in the DIP Credit Agreement) and/or an Event of Default under this Final Order and/or the occurrence of a DIP Termination Event; (x) the failure to make any payment to the Prepetition ABL Agent required pursuant to paragraph 16 hereof within five (5) business days after such payment becomes due and payable in accordance with the terms of this Final Order, including paragraph 28; (y) the failure to deliver any reports or other information to the Prepetition ABL Agent required pursuant to paragraph 16 hereof within five (5) business days after such reports or other information is required or otherwise to comply with the terms of the Adequate Protection Obligations owed to the Prepetition ABL Agent as provided for herein; or (z) the failure to comply with any of the Prepetition ABL Cash Collateral Covenants, subject to any applicable grace periods (*provided* that such grace period may run concurrently with the five

(5) business day ABL Remedies Notice Period) or cure rights set forth in the Prepetition ABL Facility Credit Agreement. At the end of the ABL Remedies Notice Period, the Prepetition ABL Secured Parties' consent to the Debtors' use of Cash Collateral constituting ABL Priority Collateral shall terminate unless the Court orders otherwise. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically modified with respect to the Prepetition ABL Secured Parties at the end of the ABL Remedies Notice Period without further notice or order of the Court, and the Prepetition ABL Secured Parties may exercise such rights and remedies with respect to the ABL Priority Collateral in accordance with this Final Order, the Prepetition ABL Facility Documents, and the Prepetition Intercreditor Agreements, unless (a) the Prepetition ABL Agent (acting at the direction of the applicable requisite lenders) elects otherwise in a written notice to the Debtors, and/or (b) the Court has determined that an ABL Cash Collateral Termination Event has not occurred and/or is not continuing or the Court orders otherwise; *provided* that any such relief shall remain subject to the Carve Out and to any order of the Court entered after the emergency hearing. All other ABL Priority Collateral shall be treated in accordance with the Prepetition ABL Facility Credit Agreement or in accordance with an agreement negotiated in good faith by the Debtors and the Prepetition ABL Agent.

(f) Notwithstanding anything in this Final Order to the contrary, the Debtors shall be deemed to first expend the proceeds of the DIP Loans before the ABL Cash Collateral, and any expenditures of the Debtors from pools of ABL Cash Collateral and other Cash Collateral (including, without limitation, commingled pools of ABL Cash Collateral and other Cash

Collateral) shall be deemed to be expended first from Cash Collateral other than ABL Cash Collateral.

24. Preservation of Rights Granted Under This Final Order. Subject in all respects to paragraph 26 hereof:

(a) Other than the Carve Out, the Permitted Liens and other claims and liens expressly granted by the Interim Order and this Final Order or as permitted pursuant to the DIP Documents, no claim or lien having a priority superior to or pari passu with those granted by the Interim Order or this Final Order to the DIP Secured Parties, or the Prepetition Secured Parties, respectively, shall be granted or allowed while any of the DIP Obligations, the Adequate Protection Obligations and the Prepetition Secured Obligations remain outstanding. Except as otherwise expressly provided in the DIP Documents or this Final Order and as set forth in **Exhibit 2** hereto, and subject to the Carve Out and Permitted Liens in all respects, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or subordinate to any lien or security interest that is avoided and preserved for the benefit of the Estates under Bankruptcy Code section 551; (ii) subordinated to or made pari passu with any other lien or security interest, whether under Bankruptcy Code section 364(d) or otherwise; (iii) subordinated to or made pari passu with any liens arising after the Petition Date including any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors; and (iv) subject or subordinate to any intercompany or affiliate liens or security interests against the Debtors.

(b) Notwithstanding any order that may be entered dismissing or converting any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise: (i) the Carve Out, the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Liens and the Adequate Protection 507(b) Claims shall continue in full force and effect and shall maintain their priorities as provided in this Final Order (and that such liens and claims shall, notwithstanding such dismissal, remain binding on all parties in interest) until all DIP Obligations and Adequate Protection Obligations shall have been paid in full; (ii) the other rights granted by the Interim Order and this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph 24 and otherwise in this Final Order.

(c) Notwithstanding any reversal, modification, vacation or stay of any provision of this Final Order, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in Bankruptcy Code section 364(e), the Interim Order, this Final Order and the DIP Documents.

(d) Except as expressly provided in this Final Order or in the DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations (including the Prepetition ABL Cash Collateral Covenants) and all other rights and remedies of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of the Interim Order, this Final Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, or terminating the joint

administration of these Chapter 11 Cases or any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to Bankruptcy Code section 363(b) (except to the extent permitted by the DIP Documents); or (iii) except as expressly provided therein, the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases, and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Final Order and the DIP Documents shall continue in these Chapter 11 Cases and in any Successor Cases, and the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations (including the Prepetition ABL Cash Collateral Covenants) and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of the Interim Order, this Final Order and the DIP Documents shall continue in full force and effect until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) are paid in full, as set forth herein and in the DIP Documents, and the DIP Commitments have been terminated. Subject to the rights and limitations set forth in paragraph 26, any successor to the Debtors (including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors or any other estate representative with expanded powers appointed in the Chapter 11 Cases or any Successor Cases) shall be bound by the terms of the Interim Order and this Final Order to the same extent as the Debtors, including with respect to the Stipulations.

25. Releases. Subject to the rights and limitations set forth in paragraph 26 with respect to the Prepetition Secured Parties, each of the Debtors and the Estates, on their own behalf and on behalf of each of their predecessors, successors and assigns shall, to the maximum extent permitted

by applicable law, (a) reaffirm the releases granted pursuant to paragraph 25 of the Interim Order and (b) unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the DIP Lenders, the DIP Agent and the Prepetition Secured Parties, and each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, predecessors and predecessors in interest, each solely in their capacities as such (the "Released Parties"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened including all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract (under U.S. laws), of every nature and description that exist on the date hereof arising out of, relating to or in connection with any of (a) the Prepetition Secured Facilities Documents or the transactions contemplated under such documents and (b) the DIP Documents or the transactions contemplated under such documents, including (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code and (iii) any and all claims and causes of action regarding the validity, priority, perfection or availability of the liens of the Prepetition Secured Parties (including Avoidance Actions, upon entry of this Final Order), other than claims and causes

of action arising from the gross negligence, fraud, bad faith or willful misconduct of the Released Parties.

26. Effect of Stipulations on Third Parties.

(a) The Debtors' acknowledgments, stipulations and releases set forth in paragraphs G and 25 of the Interim Order and this Final Order (collectively, the "Stipulations") shall be binding on the Debtors, the Estates and their respective representatives, successors and assigns in all circumstances as of the date of entry of the applicable Order. The Stipulations contained in the Interim Order and this Final Order shall be binding upon all other parties in interest and all of their respective successors and assigns, including any chapter 7 or chapter 11 trustee (a "Trustee") and any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Creditors' Committee (if any) and any other person or entity acting or seeking to act on behalf of the Estates in all circumstances and for all purposes, unless the Creditors' Committee, if any, or any other party in interest (including any Trustee), in each case, with requisite standing, has duly and timely filed an adversary proceeding or contested matter (each, a "Challenge") challenging the validity, perfection, enforceability, allowability, priority or extent of the obligations under the Prepetition Secured Facilities Documents or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties in connection with any matter related to the Prepetition Secured Facilities Documents (collectively, the "Claims and Defenses") by no later than the earlier of (x) seventy-five (75) calendar days from the entry of the Interim Order or (y) the date on which objections to confirmation of the Debtors' chapter 11 plan

are due (the "Challenge Deadline" and, such period, the "Challenge Period"); *provided*, *further*, that any Trustee appointed prior to the expiration of the Challenge Period will have the longer of (x) the remaining Challenge Period and (y) forty-five (45) days from the date of such Trustee's appointment to commence a Challenge, or such other time as ordered by the Court solely with respect to any such Trustee. The timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period shall toll the Challenge Deadline only as to the party that timely filed such standing motion and only with respect to the specific Challenges identified in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings, including, but not limited to, the complaint, filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenge not so specified prior to the Challenge Deadline shall be deemed forever waived, released and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If no Challenge is timely and properly filed prior to the expiration of the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then without further order of this Court (x) the obligations in respect of the Prepetition Secured Facilities Documents shall constitute allowed claims, not subject to any Claims and Defenses (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise) or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in these

Chapter 11 Cases and any subsequent chapter 7 cases; (y) the Prepetition Liens shall not be subject to any other or further Challenge, including any Claims and Defenses, which shall be deemed to be forever waived and barred, and all parties in interest shall be enjoined from seeking to exercise the rights of the Estates, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (z) the Stipulations shall be of full force and effect and forever binding upon the applicable Debtor's estate and all creditors, interest holders and other parties in interest in these Chapter 11 Cases and any Successor Cases.

(c) If any Challenge is timely filed prior to the expiration of the Challenge Period, (i) the Stipulations contained in the Interim Order and this Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Creditors' Committee, if any, any other statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, any other person or party in these cases, including any Trustee, and any other person or entity acting or seeking to act on behalf of the Estates, except as to any such findings and admissions that were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction, and (ii) any Claims and Defenses not brought in a timely filed Challenge shall be forever barred; *provided* that, if and to the extent any Challenges to a particular Stipulation or admission are withdrawn, denied or overruled by a final non-appealable order, such Stipulation also shall be binding on the Estates and all parties in interest. Nothing in the Interim Order or this Final Order vests or confers on any person, including a Creditors' Committee (if any), standing or authority to pursue any cause of

action belonging to the Debtors or the Estates, including Challenges with respect to the Stipulations, and all rights to object to such standing are expressly reserved.

(d) Notwithstanding the foregoing, the Stipulations shall not be binding on CastleKnight until the Release Effective Date occurs under the Settlement Agreement. To the extent the Settlement Agreement terminates, the Stipulations shall be binding upon CastleKnight, unless CastleKnight commences a Challenge by no later than February 28, 2026 (subject to extension with the agreement of the Debtors and the applicable Prepetition Secured Parties).

27. Expenses and Indemnification of DIP Agent and the DIP Lenders.

(a) All reasonable and documented out-of-pocket expenses and administrative fees, to the extent applicable, for each of the DIP Agent and the DIP Lenders (as set forth below), including in connection with (i) the preparation, negotiation and execution of the DIP Documents, whether or not the DIP Facility is successfully consummated; (ii) the syndication and funding of the DIP Loans; (iii) the creation, perfection or protection of the DIP Liens (including all related search, filing and recording fees), if any; and (iv) the ongoing administration of the DIP Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto and the enforcement, collection and repayment of the DIP Obligations contemplated thereunder) (collectively, the "DIP Fees and Expenses"), are to be paid by the Loan Parties in accordance with paragraph (b), including, for the avoidance of doubt, all reasonable documented fees, costs and expenses of (1) counsel to the DIP Agent, ArentFox Schiff LLP, and one local counsel in each other appropriate jurisdiction, (2) counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, New Jersey local counsel, and one

local counsel in each other appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), (3) the investment bankers to the Ad Hoc Group, Centerview Partners LLC, (4) Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group, and (5) Katten Muchin Rosenman LLP, as legal counsel to the Fronting Lender.

(b) In addition, the Loan Parties will indemnify the DIP Lenders, the DIP Agent and their respective Indemnitees or Indemnified Persons (as such terms are defined in the applicable DIP Documents) (the "Indemnified Parties"), and hold them harmless from and against all reasonable and documented out-of-pocket costs, expenses (with respect to legal fees and expenses, limited to the reasonable and documented out-of-pocket legal fees and expenses of one primary counsel and one local counsel for each of (i) the DIP Agent and (ii) the Ad Hoc Group), liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility, and such other liabilities as set forth in, in accordance with and subject to the limitations of the DIP Documents; *provided* that no Indemnified Parties will be indemnified for any losses, claims, damages, liabilities or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Parties.

28. Payment of Fees and Expenses. The payment of the fees, expenses and disbursements pursuant to this Final Order (to the extent incurred after the Petition Date) shall be

made after ten (10) business days (the "Review Period") (which time period may be extended by the applicable professional) following the receipt by: (i) counsel for the Debtors, (ii) counsel for the Creditors' Committee, if any, and (iii) the U.S. Trustee (collectively, the "Fee Notice Parties") of invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications with the Court, including such amounts arising before, on or after the Petition Date. The Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of these Chapter 11 Cases, and such invoice summary shall not be required to contain individual time entries or detail, but shall include a general, brief description of the nature of the matters for which services were performed, and may be in summary form only, and may include redactions to protect privileged, confidential or proprietary information; *provided* that the Debtors, the U.S. Trustee and the Creditors' Committee (if appointed) may request additional information regarding the Invoiced Fees during the Review Period. The Fee Notice Parties may object to any portion of the Invoiced Fees (the "Disputed Invoiced Fees") within the Review Period by filing with the Court a motion or other pleading, on at least ten (10) days' prior written notice of any hearing on such motion or other pleading, setting forth the specific objections to the Disputed Invoiced Fees in reasonable narrative detail and the bases for such objections; *provided* that only the Disputed Invoiced Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court; *provided*, *further*, that payment of any undisputed portion of Invoiced Fees shall be promptly paid within five (5) days following the expiration of the Review Period. If no objection to the Invoiced Fees is filed within the Review Period, then such Invoiced Fees shall be promptly paid, without further

approval of, or application to, the Court or notice to any other party, and, in any case, within five (5) days following the expiration of the Review Period and shall not be subject to any further review, challenge or disgorgement. Any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors (i) to the DIP Agent or the other DIP Secured Parties (or any of their respective professionals) or (ii) to the Prepetition Secured Parties (or any of their respective professionals), are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The DIP Fees and Expenses and the Adequate Protection Fees and Expenses incurred prior to, and which are unpaid as of, the Closing Date (as defined in the applicable DIP Documents) shall be indefeasibly paid by the Debtors upon the occurrence of the Closing Date without the applicable parties' first being required to deliver an invoice to the Fee Notice Parties for a Review Period as set forth in this paragraph; *provided* that the applicable parties shall deliver such an invoice to the Fee Notice Parties promptly following the Closing Date.

29. Limitation on Use of the DIP Facility, the DIP Collateral and the Prepetition Collateral (Including Cash Collateral). Notwithstanding anything herein or in any other order of this Court to the contrary, none of the DIP Loans (including any disbursements set forth in the Approved Budget or obligations benefitting from the Carve Out), the DIP Collateral, the Prepetition Collateral, any Cash Collateral or the Carve Out (other than the Investigation Budget Cap (as defined herein)) may be used directly or indirectly, including through reimbursement of professional fees of any non-Debtor party, for any of the following (each such prohibited use, a "Prohibited Action"): (a) investigate, analyze, commence, prosecute, threaten, litigate, object to,

contest or challenge in any manner or raise any defenses to the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents, the Prepetition Secured Facilities Documents or the liens or claims granted under the Interim Order, this Final Order, the DIP Documents or the Prepetition Secured Facilities Documents, including the Prepetition Liens and the DIP Liens, or any mortgage, security interest or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties, (b) assert any claims, counterclaims, offset and/or defenses, including any Avoidance Actions, or any other causes of action against any of the DIP Secured Parties, the Prepetition Secured Parties or, in each case, their respective agents, affiliates, subsidiaries, directors, officers, employees, representatives, attorneys or advisors (other than with respect to the failure of any of the DIP Secured Parties to perform its obligations under, or comply with the terms of, the DIP Commitment Letter or any of the DIP Documents), including, in the case of each (a) and (b), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (c) prevent, hinder or otherwise delay the DIP Agent's or the Prepetition Secured Agents' assertion, enforcement or realization on the DIP Collateral or the Prepetition Collateral, in accordance with the DIP Documents, this Final Order or the Prepetition Secured Facilities Documents (subject to the Prepetition Intercreditor Agreements), as applicable, the exercise of rights by the DIP Agent or a Prepetition Secured Agent once an Event of Default has occurred and is continuing or any other rights or interests of any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties following the occurrence of a DIP Termination Event

or a Cash Collateral Termination Event and after the relevant Notice Period, in each case to the extent permitted under the DIP Documents, this Final Order or the Prepetition Secured Facilities Documents, as applicable, (d) seek to subordinate (other than to the Carve Out or as set forth in this Final Order) or recharacterize the DIP Obligations or any of the Prepetition Secured Obligations or to disallow or avoid any claim, mortgage, security interest, lien or replacement lien or payment thereunder, (e) seek to modify any of the rights granted to the DIP Agent, the DIP Lenders or any of the Prepetition Secured Parties hereunder or under the DIP Documents or Prepetition Secured Facilities Documents, in the case of each of the foregoing clauses (a) through (e), without such party's prior written consent, (f) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court or otherwise permitted under the DIP Documents, or (g) pay allowed Professional Fees, disbursements, costs or expenses incurred by any person, including the Creditors' Committee (if any), in connection with any of the foregoing; *provided* that, for the avoidance of doubt, the foregoing limitations shall not apply to defending against a Prohibited Action. The "Investigation Budget Cap" means a cap of $75,000.00 with respect to allowed Professional Fees to be incurred by the Creditors' Committee (if any) to investigate, but not prosecute, under the investigation budget.

30. Loss or Damage to Collateral. Nothing in the Interim Order, this Final Order, the DIP Documents or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, any DIP Lender or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their

restructuring efforts. So long as the DIP Agent, the DIP Lenders and the Prepetition Secured Parties comply with their obligations under the DIP Documents and this Final Order and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (b) all risk of loss, damage or destruction of the DIP Collateral shall be borne by the Debtors.

31. Reservation of Rights Under the Prepetition Intercreditor Agreements. Pursuant to Bankruptcy Code section 510, the Prepetition Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Secured Facilities Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties (including the relative priorities, rights and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under the Interim Order, this Final Order or otherwise and the modifications of the automatic stay) and (iii) shall not be deemed to be amended, altered or modified by the terms of the Interim Order, this Final Order or the DIP Documents, unless expressly set forth herein or therein. Failure to reference the Prepetition Intercreditor Agreements in any provision herein or in the DIP Documents shall not limit the effectiveness of the Prepetition Intercreditor Agreements in any respect.

32. Letters of Credit.

(a) The Debtors and any applicable letter of credit providers, including any Prepetition ABL Secured Parties, are authorized, but not required or directed, to extend, renew, or replace any letters of credit issued prior to the Petition Date that may expire during these Chapter 11 Cases or issue new letters of credit during these Chapter 11 Cases (pursuant to the terms set forth below in paragraph 32(b) herein) in accordance with the terms of the DIP Documents, and pursuant to, as applicable, the Prepetition ABL Facility Documents or any standalone letter of credit agreements with applicable issuers, including any Prepetition ABL Secured Parties. The Debtors are also authorized, but not directed, to take any reasonable related actions, including the pledge of cash collateral in support of any new letters of credit, subject to paragraph 32(b) herein, and granting any related security interests and paying any related fees. For the avoidance of doubt, no Prepetition ABL Secured Party or any other Prepetition Secured Party is required to extend, renew or replace any letters of credit.

(b) To the extent that the Debtors request that an Issuing Bank (as defined in the Prepetition ABL Facility Credit Agreement) issue a Letter of Credit (as defined in the Prepetition ABL Facility Credit Agreement) under the Prepetition ABL Facility Documents after the Petition Date, then prior to the issuance of any such Letter of Credit, the Debtors shall be required to (i) deposit in cash with the Prepetition ABL Agent two percent (2%) of the face amount of such Letter of Credit in order to cash collateralize the Issuing Bank's exposure related to such Letter of Credit; and (ii) permanently repay the outstanding principal balance of the Prepetition ABL Facility by an amount equivalent to the face amount of such Letter of Credit. For the avoidance

of doubt, to the extent the beneficiary of a Letter of Credit issued by an Issuing Bank draws on the Letter of Credit during the pendency of the Chapter 11 Cases, then the Issuing Bank is permitted, without either having to first seek relief from the automatic stay or any other form of supplementary relief from the Court, to exercise any and all remedies under the Prepetition ABL Facility Documents against the cash collateral provided to the Prepetition ABL Agent in order to make itself whole with regard to any amounts it paid to the beneficiary of the subject Letter of Credit.

(c) For the avoidance of doubt, (i) consistent with Section 2.13(d) of the Prepetition ABL Facility Credit Agreement, Prepetition ABL Lenders shall be deemed to have purchased from the Issuing Bank their ratable participation in any newly-issued Letter of Credit issued consistent with the terms of paragraph 32(b) of this Final Order, and (ii) the Debtors' obligations to the Prepetition ABL Secured Parties related to any such Letter of Credit shall be secured by the ABL Priority Collateral as well as any cash collateral provided by the Debtors pursuant to the terms of this Final Order, which cash collateral shall be free and clear of any liens, except for liens in favor of the Prepetition ABL Secured Parties.

33. Final Order Governs. In the event of any inconsistency between or among the provisions of the Interim Order, this Final Order and the DIP Documents, the provisions of this Final Order shall govern.

34. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding, subject to paragraph 26 of this Final Order, upon all parties in interest in these Chapter 11 Cases, including the DIP Agent, the

DIP Lenders, the Prepetition Secured Parties, the Creditors' Committee (if any), any non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any Trustee, an examiner appointed pursuant to Bankruptcy Code section 1104 or any other fiduciary with expanded powers appointed as a legal representative of any of the Debtors or with respect to the property of any Estate) and shall inure to the benefit of the DIP Agent, the DIP Lenders, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided*, *however*, that the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) or to extend any financing to any Trustee or similar responsible person appointed for the Estates.

35. Limitation of Liability. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Documents, none of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall (i) be deemed to be in "control" of the operations or participating in the management of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (iii) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute).

36. Master Proof of Claim.

(a) Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any Successor Cases to the contrary, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties are not required to file proofs of claim or requests for administrative expenses in any of the Chapter 11 Cases or Successor Cases on behalf of themselves or other Prepetition Secured Parties for any claims allowed herein, including any claims arising under the DIP Documents or the Prepetition Secured Facilities Documents, including without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Secured Facilities Documents. The Stipulations, admissions and acknowledgments and the provisions of the Interim Order and this Final Order shall be deemed sufficient to and do constitute (as applicable) timely proofs of claim or timely requests for administrative expenses for the DIP Agent, the DIP Lenders and the Prepetition Secured Parties with regard to all claims allowed herein, including any claims arising under the DIP Documents, the Prepetition Secured Facilities Documents or the Adequate Protection Obligations, in each case in respect of such debt and secured status. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties.

(b) In order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Estates, the DIP Agent and each of the Prepetition Secured Agents was, by the Interim Order, and hereby is authorized, but not directed, in its sole discretion, to file in the Debtors' lead chapter 11 case, *In re United Site Services, Inc.*

Case No. 25-23630 (the "Lead Case"), a single master proof of claim on behalf of its respective DIP Secured Parties or Prepetition Secured Parties, as applicable, on account of any and all of their respective claims arising under the applicable DIP Documents or Prepetition Secured Facilities Documents and hereunder (each, a "Master Proof of Claim") against each applicable Debtor. Upon the filing of a Master Proof of Claim by the DIP Agent or a Prepetition Secured Agent in the Lead Case, the DIP Secured Parties or applicable Prepetition Secured Parties, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim and a request for administrative expenses against each of the Debtors in the amount set forth in such Master Proof of Claim for such DIP Secured Parties or Prepetition Secured Parties in respect of their claims against each of the Debtors of any type or nature whatsoever with respect to the DIP Documents and applicable Prepetition Secured Facilities Documents, and such Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim and a separate request for administrative expense in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify any DIP Secured Party or Prepetition Secured Party by its name (other than the DIP Agent or applicable Prepetition Secured Agent) or identify whether any DIP Secured Party or Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 36 and the filing of any Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of any DIP Secured Party or Prepetition Secured Party (or its respective successors in interest) to vote

separately on any plan proposed in these Chapter 11 Cases. The DIP Agent and the Prepetition Secured Agents shall not be required to attach to their respective Master Proofs of Claim any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable DIP Secured Parties and Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the DIP Agent and Prepetition Secured Agents, as applicable. Any Master Proof of Claim filed by the DIP Agent or any Prepetition Secured Agent shall be deemed to be in addition to and not in lieu of any other proof of claim or request for administrative expenses that may be filed by any of the DIP Secured Parties or Prepetition Secured Parties.

37. Information and Other Covenants. The Loan Parties shall comply in all material respects with the reporting requirements set forth in the DIP Documents. Until such time as all DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) are paid in full, and subject to paragraph 23 *supra*, the Debtors shall continue to use and maintain the cash management system in effect as of the Petition Date (the "Cash Management System"), as modified by this Final Order and any order of the Court authorizing the continued use of the Cash Management System that is acceptable to the DIP Agent and the Required DIP Lenders, in accordance with the DIP Documents, and the Prepetition ABL Agent. Except as provided for in the DIP Documents (including with respect to any deposits or cash collateral permitted pursuant to the DIP Credit Agreement), the Debtors shall not open any new deposit or securities account that is not subject to the liens and security interests of each of the DIP Secured

Parties, and any such accounts shall be subject to the lien priorities and other provisions set forth in this Final Order.

38. Insurance. To the extent that any of the Prepetition Secured Parties is listed as additional insured and/or loss payee under the Borrower's or Guarantors' insurance policies, the DIP Agent is also deemed to be the additional insured and/or loss payee under such insurance policies and shall act in that capacity and distribute any proceeds recovered or received in respect of any such insurance policies, in each case, subject to the Carve Out, (x) in the case of proceeds of ABL Priority Collateral, first, to the payment of all Prepetition ABL Facility Obligations and all Adequate Protection Obligations owing to the Prepetition ABL Secured Parties, second, to the payment in full of the DIP Obligations and third, to the payment of the obligations arising under the Prepetition Secured Facilities Documents (other than the Prepetition ABL Facility Documents), in each case subject to and consistent with the relative rights and priorities set forth on **Exhibit 2** hereto and the Prepetition Intercreditor Agreements and (y) otherwise, first, to the payment in full of the DIP Obligations and second, to the payment of the obligations arising under the Prepetition Secured Facilities Documents, in each case subject to and consistent with the relative rights and priorities set forth on **Exhibit 2** hereto and the Prepetition Intercreditor Agreements.

39. Effectiveness. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules

of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Final Order.

40. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

41. Payments Held in Trust. Except as expressly permitted in this Final Order or the DIP Documents and subject to the Carve Out in all respects, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations under the DIP Documents, and termination of the commitments in accordance with the DIP Documents (other than contingent indemnification obligations as to which no claim has been asserted), such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the DIP Lenders based on the rights and priorities set forth on **Exhibit 2** hereto and shall immediately turn over such proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Final Order based on the rights and priorities set forth on **Exhibit 2** hereto.

42. Credit Bidding. Subject to Bankruptcy Code section 363(k), the terms of the DIP Documents, the applicable provisions of the Prepetition Intercreditor Agreements, and the rights and lien priorities set forth on **Exhibit 2** attached hereto: (i) the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition First-Out/Second-Out Agent (at the direction of the Required Lenders (as defined in the Prepetition First-Out/Second-Out Credit Agreement)) shall

each have the unconditional right to credit bid the aggregate outstanding DIP Obligations and Prepetition First-Out/Second-Out Obligations (including any amounts on account of the First-Out/Second-Out Adequate Protection 507(b) Claims), respectively, including any accrued interest and expenses thereon, during any sale of the Debtors' assets (in whole or in part), including sales occurring pursuant to Bankruptcy Code section 363 or included as part of any restructuring plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii) (any of the foregoing sales or dispositions, a "Sale"), on a dollar-for-dollar basis in connection with any Sale of Fixed Asset Priority Collateral (or the postpetition equivalent thereof); (ii) the Prepetition ABL Agent (at the direction of the "Required Lenders" (as defined in the Prepetition ABL Facility Credit Agreement)) shall have the unconditional right to credit bid the aggregate outstanding Prepetition ABL Facility Obligations, including any accrued interest and expenses, during any Sale, on a dollar-for-dollar basis in connection with any Sale of ABL Priority Collateral; and (iii) if any Sale includes both prepetition or postpetition ABL Priority Collateral and Fixed Asset Priority Collateral and the DIP Secured Parties, Prepetition First-Out/Second-Out Secured Parties and Prepetition ABL Secured Parties, as applicable, are unable after negotiating in good faith to agree on the allocation of the purchase price between the prepetition or postpetition ABL Priority Collateral and Fixed Asset Priority Collateral, any of their respective agents may apply to the Court to make a determination of such allocation consistent with the terms of the applicable Prepetition Intercreditor Agreements, the Interim Order and this Final Order. The DIP Agent, the Prepetition First-Out/Second-Out Agent and the Prepetition ABL Agent shall have the absolute right to assign, sell or otherwise dispose of their respective rights to credit bid to any acquisition entity or joint

venture formed in connection with such bid. Any of the DIP Agent, the Prepetition First-Out/Second-Out Agent and the Prepetition ABL Agent, in their respective capacities as such, shall be deemed to be a qualified bidder (or such analogous term or capacity) in connection with any Sale, and the Debtors shall not object to any of the DIP Agent, the Prepetition ABL Agent or Prepetition First-Out/Second-Out Agent credit bidding the full amount of the then outstanding DIP Obligations, Prepetition ABL Facility Obligations, or Prepetition First-Out/Second-Out Obligations (including any Adequate Protection Obligations, as applicable), respectively.

43. Texas Taxing Authorities. Notwithstanding any other provision in the Interim Order, this Final Order, or the Prepetition Secured Facilities Documents, all pre- and postpetition statutory *ad valorem* tax liens of the Texas Taxing Authorities[14] on the Debtors' business personal property and/or real property located in Texas (the "Tax Liens") shall retain their lien priority as provided by applicable non-bankruptcy law and shall not be primed by nor made subordinate to any liens granted to any party hereby, to the extent the Tax Liens are valid, enforceable, nonavoidable and perfected, and senior by operation of law.

44. Chubb Reservation of Rights. For the avoidance of doubt, notwithstanding anything to the contrary herein: (i) no liens or security interests granted pursuant to this Final Order shall attach to any insurance policy issued by ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, together with each of their successors, and solely in their roles as insurers, "Chubb," and each such policy, a "Chubb Policy"), and the Chubb Policies shall

[14] "Texas Taxing Authorities" means the *ad valorem* taxing entities represented by: McCreary, Veselka, Bragg & Allen, PC; Linebarger Goggan Blair & Sampson, LLP; and Perdue, Brandon, Fielder, Collins & Mott, LLP.

be excluded from DIP Collateral; (ii) any proceeds of any Chubb Policy shall only be DIP Collateral to the extent such proceeds are paid to the Debtors (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy; and (iii) nothing, including the DIP Documents, alters, expands, limits, waives, releases or modifies the terms and conditions of the Chubb Policies and/or any agreements related thereto.

45. CastleKnight Settlement. The settlement agreement between the Debtors, the Ad Hoc Group and CastleKnight Master Fund LP ("CastleKnight") attached to this Final Order as **Annex 1** (the "Settlement Agreement") is fair, reasonable and in the best interests of the Debtors' estates and creditors and represents a reasonable exercise of the Debtors' business judgment and is hereby approved in all respects. The Debtors are authorized to execute, deliver, implement and perform under the Settlement Agreement and any related documents, and to take any and all actions necessary or appropriate to effectuate the terms thereof and in accordance with the terms thereof. Notwithstanding anything to the contrary in the Settlement Agreement, nothing in the Settlement Agreement shall require any of the Debtors or any Debtor's board of directors, board of managers, manager, special committee or similar governing body (each, a "Governing Body") to take or refrain from taking any action if the Governing Body of such Debtor determined in good faith, after consultation with counsel, which may be internal counsel, that taking or refraining from taking such action, as applicable, would be inconsistent with its or their fiduciary obligations under applicable law; *provided* that the Governing Body shall notify CastleKnight in writing promptly in the event of any such determination (and, in any event, no later than three (3) business days following such determination and at least three (3) business days prior to the time such Governing

Body intends to take or refrain from taking such action), in which case CastleKnight will have a termination right under the Settlement Agreement.

46. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations and all other obligations hereunder.

47. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under the Interim Order, this Final Order, the DIP Documents, the Prepetition Secured Facilities Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder or otherwise of the DIP Agent, DIP Lenders or Prepetition Secured Parties.

48. Necessary Action. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order and the transactions contemplated hereby.

49. Retention of Jurisdiction. The Court shall retain jurisdiction to enforce the provisions of this Final Order and the Settlement Agreement.

Exhibit 1

Prepetition Lien Priorities

Fixed Asset Priority Collateral	ABL Priority Collateral
Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens	Prepetition ABL Liens
Prepetition ABL Liens	Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens

Exhibit 2

Lien Priorities on DIP Collateral

The DIP Liens, the Adequate Protection Liens and the Prepetition Liens shall in each case be subject to the Carve Out (both as to lien priority on the DIP Collateral and to priority of payment) and otherwise have the following priority on the DIP Collateral and the applicable Prepetition Collateral at the applicable Debtor entities obligated on the DIP Obligations or the applicable Prepetition Secured Obligations, in each case subject to the terms of the Prepetition Intercreditor Agreements, any other intercreditor, subordination or similar agreement, as applicable:[1]

DIP Collateral (other than Fixed Asset Priority Collateral and ABL Priority Collateral)	Fixed Asset Priority Collateral	ABL Priority Collateral
Carve Out	Carve Out	Carve Out
Permitted Liens *(solely as to applicable collateral)*	Permitted Liens *(solely as to applicable collateral)*	Permitted Liens *(solely as to applicable collateral)*
DIP Liens	DIP Liens	ABL Adequate Protection Liens
Adequate Protection Liens	First-Out/Second-Out Adequate Protection Liens First-Out Notes Adequate Protection Liens Amended Term Loan Adequate Protection Liens Third-Out Notes Adequate Protection Liens	Prepetition ABL Liens
	Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens	DIP Liens
	ABL Adequate Protection Liens	First-Out/Second-Out Adequate Protection Liens First-Out Notes Adequate Protection Liens Amended Term Loan Adequate Protection Liens Third-Out Notes Adequate Protection Liens
	Prepetition ABL Liens	Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens

[1] The application of proceeds of any DIP Collateral and Prepetition Collateral shall be subject in all respects to the payment priorities set forth in the Prepetition Intercreditor Agreements.

Exhibit 3

Initial Approved Budget

	Week #	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	13 Weeks
	Week Ending	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	1/3 - 3/28
DIP BUDGET ($ in millions)															
Operating Reciepts		$13.0	$15.7	$15.7	$11.5	$15.7	$17.0	$17.0	$13.6	$17.0	$15.2	$15.2	$15.2	$15.2	$196.8
Non-Operating Receipts		--	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Receipts		13.0	15.7	15.7	11.5	15.7	17.0	17.0	13.6	17.0	15.2	15.2	15.2	15.2	196.8
Operating Payments		(26.9)	(13.9)	(13.4)	(11.6)	(15.8)	(15.5)	(17.6)	(12.2)	(18.1)	(8.3)	(14.4)	(11.1)	(14.6)	(193.3)
Capital Expenditures		(0.1)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.7)	(0.7)	(0.7)	(0.7)	(10.5)
Operating Payments & Capital Expenditures		(26.9)	(14.8)	(14.3)	(12.6)	(16.7)	(16.4)	(18.5)	(13.1)	(19.0)	(9.1)	(15.1)	(11.9)	(15.3)	(203.8)
Operating Cash Flow		**(14.0)**	**0.8**	**1.3**	**(1.1)**	**(1.0)**	**0.6**	**(1.5)**	**0.5**	**(2.0)**	**6.1**	**0.1**	**3.3**	**(0.1)**	**(6.9)**
Restructuring		(2.1)	(1.7)	(1.7)	(2.5)	(1.9)	(2.4)	(2.4)	(6.2)	(2.6)	(1.9)	(1.9)	(5.7)	(1.9)	(34.8)
Debt Service		(0.3)	(0.6)	(0.5)	(0.1)	(0.1)	(0.8)	(0.1)	(0.0)	(0.0)	(2.0)	(0.1)	(0.0)	(0.0)	(4.6)
Other Non-Operational		(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.0)	(0.0)	(0.0)	(0.0)	(0.6)
Non-Operating Payments		**(2.5)**	**(2.3)**	**(2.2)**	**(2.6)**	**(2.1)**	**(3.2)**	**(2.6)**	**(6.3)**	**(2.6)**	**(4.0)**	**(2.0)**	**(5.8)**	**(2.0)**	**(40**
Net Cash Flow		**($16.5)**	**($1.5)**	**($0.9)**	**($3.7)**	**($3.1)**	**($2.7)**	**($4.1)**	**($5.8)**	**($4.7)**	**$2.2**	**($2.0)**	**($2.4)**	**($2.1)**	**($47.**
Cash Balance - Beginning		**5.6**	**51.7**	**44.2**	**42.6**	**38.6**	**35.4**	**90.3**	**86.2**	**80.5**	**75.8**	**78.0**	**76.0**	**73.6**	**$5.**
Net Cash Flow		(16.5)	(1.5)	(0.9)	(3.7)	(3.1)	(2.7)	(4.1)	(5.8)	(4.7)	2.2	(2.0)	(2.4)	(2.1)	(47.
(+) DIP Facility Borrowings		62.5	--	--	--	--	57.5	--	--	--	--	--	--	--	120.
(-) Letters of Credit		--	(6.0)	(0.7)	(0.4)	--	--	--	--	--	--	--	--	--	(7.
Cash Balance - Ending		**$51.7**	**$44.2**	**$42.6**	**$38.6**	**$35.4**	**$90.3**	**$86.2**	**$80.5**	**$75.8**	**$78.0**	**$76.0**	**$73.6**	**$71.5**	**$71.**
LIQUIDITY															
Cash - Ending Balance		51.7	44.2	42.6	38.6	35.4	90.3	86.2	80.5	75.8	78.0	76.0	73.6	71.5	71.5
Restricted ABL Cash		--	--	--	--	--	--	--	--	--	--	--	(2.5)	(2.5)	(2.5
Total Net Liquidity		**$51.7**	**$44.2**	**$42.6**	**$38.6**	**$35.4**	**$90.3**	**$86.2**	**$80.5**	**$75.8**	**$78.0**	**$76.0**	**$71.1**	**$69.0**	**$69.0**

NOTES

(1) Initial Approved Budget excludes chapter 11 exit costs such as transaction fees, accrued professional fees and accrued interest expenses that would be paid upon emergence from chapter 11.

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Exhibit 4

DIP Credit Agreement

Filing Version

SUPERPRIORITY SECURED DEBTOR IN POSSESSION CREDIT AGREEMENT

among

PECF USS INTERMEDIATE HOLDING II CORPORATION,
a Debtor and Debtor in Possession under chapter 11 of the Bankruptcy Code,
as HOLDINGS,

PECF USS INTERMEDIATE HOLDING III CORPORATION,
a Debtor and Debtor in Possession under chapter 11 of the Bankruptcy Code,
as the BORROWER,

THE DIP LENDERS PARTY HERETO,

and

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as ADMINISTRATIVE AGENT and COLLATERAL AGENT

Dated as of December [30], 2025,

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THIS SUPERPRIORITY SECURED DEBTOR IN POSSESSION CREDIT AGREEMENT (this "Agreement"), dated as of December [30], 2025, among PECF USS Intermediate Holding II Corporation, a Delaware corporation and a Debtor and Debtor in Possession under chapter 11 of the Bankruptcy Code ("Holdings"), PECF USS Intermediate Holding III Corporation, a Delaware corporation and a Debtor and Debtor in Possession under chapter 11 of the Bankruptcy Code (the "Borrower"), certain direct and indirect subsidiaries of Holdings, the DIP Lenders party hereto from time to time and Wilmington Savings Fund Society, FSB ("WSFS"), as the Administrative Agent and the Collateral Agent. All capitalized terms used herein and defined in Section 1 are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, on December 29, 2025 (the "Petition Date"), Holdings, the Borrower and certain subsidiaries of the Borrower (collectively with Holdings and the Borrower, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (such court, together with any other court having exclusive jurisdiction over the cases from time to time and any Federal appellate court thereof, the "Bankruptcy Court") and commenced cases, jointly administered under Case No. [__] (collectively, the "Chapter 11 Cases"), and have continued in the possession and operation of their assets and management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, the Borrower has requested that the DIP Lenders identified on Schedule 2.01 provide a super priority secured debtor in possession credit facility consisting of Loans in an aggregate principal amount of $120,000,000 (which amount is exclusive of the payment of the Backstop Amount (as defined below), as applicable, and the Upfront Amount (as defined below) pursuant to Section 4.01);

WHEREAS, the Borrower will use the proceeds of the Loans to fund working capital and certain permitted administrative expenses of the Debtors during the pendency of the Chapter 11 Cases and to make certain other payments and for other general corporate purposes, in each case in accordance with the terms of this Agreement; and

WHEREAS, the DIP Lenders have agreed to lend the Loans, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Section 1. Definitions and Accounting Terms.

1.01 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Accepting Lender" shall have the meaning provided in Section 5.02(k).

"Accounting Changes" shall have the meaning provided in Section 13.07(b).

"Additional DIP Security Documents" shall have the meaning provided in Section 9.12(a).

"Adequate Protection Obligations" shall have the meaning provided in the Adequate Protection Order or the DIP Orders, as applicable.

"Adequate Protection Order" shall mean an interim order of the Bankruptcy Court authorizing the Debtors' use of Cash Collateral (if any) and providing adequate protection for certain holders under the Prepetition Debt Agreements.

"Ad Hoc Group" shall have the meaning provided in the Restructuring Support Agreement.

"Administrative Agent" shall mean WSFS in its capacity as Administrative Agent for the DIP Lenders hereunder, and shall include its branch offices and affiliates in any applicable jurisdiction and any successor to the Administrative Agent appointed pursuant to Section 12.10.

"Administrative Questionnaire" shall mean an administrative questionnaire in the form approved by the Administrative Agent.

"Advisory Agreement" shall mean that certain Corporate Advisory Services Agreement, dated as of or around the Closing Date (as defined in the Prepetition Amended First Lien Credit Agreement), by and between a Parent Company and the Sponsor, without giving effect to any amendments, amendments and restatements, modifications, supplements, extensions or renewals, other than any such amendments and restatements, modifications, supplements, extensions or renewals that are not adverse to the interests of the DIP Lenders in any material respect.

"Advisory Fees" shall mean the fees payable to the Sponsor or the Sponsor Affiliates by any Group Member (or any Parent Company of any Group Member) pursuant to the terms of the Advisory Agreement, as in effect on the Closing Date.

"Affected Financial Institution" shall mean (i) any EEA Financial Institution or (ii) any UK Financial Institution.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; *provided*, *however*, that neither the Administrative Agent nor any DIP Lender (nor any Affiliate thereof) shall be considered an Affiliate of the Borrower or any other Group Member as a result of this Agreement, the extensions of credit hereunder or its actions in connection therewith.

"Affiliate Transaction" shall have the meaning provided in Section 10.06.

"Agency Fee Letter" shall mean that certain fee letter, dated as of the Closing Date, by and among the Credit Parties party thereto and the Administrative Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Agent Parties" shall have the meaning provided in Section 13.03(d).

"Agents" shall mean the Administrative Agent, the Collateral Agent, any sub-agent or co-agent of either of the foregoing pursuant to the Credit Documents.

"Aggregate Dispositions Cap" shall have the meaning provided in Section 10.02.

"Agreement" shall mean this Credit Agreement, as may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Anti-Corruption Laws" shall mean the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and all other laws, rules, and regulations of any jurisdiction concerning or relating to the prevention or prohibition of bribery or corruption.

"Anti-Money Laundering Laws" shall mean the U.S. Bank Secrecy Act, the Patriot Act, the Money Laundering Control Act of 1986, the Anti-Money Laundering Control Act of 2020, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, and all other laws, rules and regulations of any jurisdiction related to terrorism financing or money laundering, including "know your customer" and financial recordkeeping and reporting requirements.

"Applicable Margin" shall mean a percentage *per annum* equal to 7.75%.

"Approved Budget" shall mean a thirteen (13) week rolling cash flow budget of Holdings and its Subsidiaries for the following thirteen (13) calendar weeks, which shall be approved by the Required Backstop Lenders in their sole discretion in the form of Exhibit 3 attached to the Interim DIP Order (the "Initial Approved Budget"). As used herein, "Approved Budget" shall initially refer to the Initial Approved Budget delivered prior to the Closing Date and thereafter shall refer to the most recent Approved Budget delivered by the Borrower and approved by the Required DIP Lenders in accordance with Section 9.01(e).

"Approved Fund" shall mean, with respect to any Loans (and DIP Term Loan Commitments), any Person (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person)) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) an existing DIP Lender, (b) an Affiliate of an existing DIP Lender or (c) an entity or an Affiliate of an entity that administers or manages an existing DIP Lender.

"Asset Sale" shall mean any sale, transfer or other disposition of all or any part of the property or assets by the Borrower or any other Group Member, or entry into any Sale-Leaseback Transaction by the Borrower or any other Group Member, in each case, other than in the ordinary course of business.

"Assignment and Assumption Agreement" shall mean an Assignment and Assumption Agreement substantially in the form of Exhibit K (appropriately completed) or such other form as shall be acceptable to the Administrative Agent and the Group Representative (such approval by the Group Representative not to be unreasonably withheld, delayed or conditioned).

"Available Tenor" shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for

such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Backstop Amount" shall have the meaning provided in Section 4.01(c).

"Backstop Lenders" shall mean the DIP Lenders that are parties to the DIP Commitment Letter.

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

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

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court" shall have the meaning provided in the recitals.

"Benchmark" shall mean, with respect to any Loan denominated in Dollars, Term SOFR; *provided* that if a replacement of the Benchmark has occurred pursuant to Section 2.16(c) then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" shall mean, with respect to any Loans, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower or the Group Representative as the replacement Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by a Relevant Governmental Body, for syndicated credit facilities denominated in Dollars at such time; *provided* that, solely with respect to the Loans, if the Benchmark Replacement would be less than 2.00%, the Benchmark Replacement will be deemed to be 2.00% for the purposes of this Agreement and the other Credit Documents.

Any Benchmark Replacement shall be applied in a manner consistent with market practice; *provided* that to the extent such market practice is not administratively feasible for the Administrative Agent, such Benchmark Replacement shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

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

"Benchmark Transition Event" shall mean, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark or a Governmental Authority with jurisdiction over such administrator announcing or stating that all Available Tenors are or will no longer be representative, or made available, or used for determining the interest rate of loans, or shall or will otherwise cease, provided that, at the time of such statement or publication, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide any representative tenors of such Benchmark after such specific date.

"Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation and consistent with the LSTA form beneficial ownership certification.

"Beneficial Ownership Regulation" shall mean 31 C.F.R. § 1010.230.

"Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Bona Fide Debt Fund" shall mean any bona fide debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business for financial investment purposes which is managed, sponsored or advised by any Person controlling, controlled by or under common control with (a) any Disqualified Lender or (b) any Affiliate of such Disqualified Lender, but, in each case, with respect to which no personnel involved with any investment in such Person or the management, control or operation of such Person directly or indirectly makes, has the right to make or participates with others in making any investment decisions, or otherwise causing the direction of the investment policies, with respect to such debt fund, investment vehicle, regulated bank entity or unregulated entity.

"Borrower" shall have the meaning provided in the preamble hereto.

"Borrower Materials" shall have the meaning provided in Section 9.01.

"Borrowing" shall mean each borrowing of the Loans by the Borrower from all the DIP Lenders having DIP Term Loan Commitments.

"Business Day" shall mean any day except Saturday, Sunday and any day which shall be in New York City or the state where the Administrative Agent's office is located a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close in New York City.

"Capitalized Lease Obligations" shall mean, with respect to any Person, all rental obligations of such Person which, under U.S. GAAP, are required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with U.S. GAAP.

"Carve Out" shall have the meaning provided in the DIP Orders.

"Cash Collateral" shall have the meaning provided in the DIP Orders.

"Cash Equivalents" shall mean:

(i) Dollars, Canadian dollars, pounds sterling, euros, the national currency of any participating member state of the European Union or, in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(ii) readily marketable direct obligations of any member of the European Economic Area, Switzerland, Japan, the United Kingdom or any political subdivision, agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of such country, and, at the time of acquisition thereof, having a credit rating of at least Aa3 (or the equivalent grade) by Moody's, AA- (or the equivalent grade) by S&P or AA- (or the equivalent grade) by Fitch;

(iii) marketable general obligations issued by (a) any state of the United States or any political subdivision thereof or any instrumentality thereof that are guaranteed by the full faith and credit of such state or (b) Canada or any political subdivision, agency or instrumentality thereof that are guaranteed by the full faith and credit of Canada, and, in each case, at the time of acquisition thereof, having a credit rating of at least Aa3 (or the equivalent grade) by Moody's, AA- (or the equivalent grade) by S&P or AA- (or the equivalent grade) by Fitch;

(iv) securities or any other evidence of Indebtedness or readily marketable direct obligations issued or directly and fully guaranteed or insured by (a) the United States government or any agency or instrumentality of the United States government, the United Kingdom government or any agency or instrumentality thereof, or any member of the

European Union or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States, the United Kingdom or such member, as the case may be, is pledged in support of those securities) or (b) Canada or any agency or instrumentality thereof (*provided* that the full faith and credit of Canada is pledged in support of those securities), and, in each case, having maturities of not more than 24 months from the date of acquisition;

(v) certificates of deposit and eurodollar time deposits with maturities of twenty-four months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twenty-four months and overnight bank deposits, in each case, with any DIP Lender party to this Agreement or any commercial bank or trust company having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least "A-2" (or equivalent grade) by Moody's, "A" (or the equivalent grade) by S&P or "A" (or the equivalent grade) by Fitch;

(vi) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (iv) and (v) above entered into with any financial institution meeting the qualifications specified in clause (v) above;

(vii) commercial paper having one of the two highest ratings obtainable from Moody's, S&P or Fitch and, in each case, maturing within 24 months after the date of acquisition;

(viii) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (i) through (vii) of this definition; and

(ix) Indebtedness or preferred stock issued by Person having a credit rating of at least A-2 (or the equivalent grade) by Moody's, A (or the equivalent grade) by S&P or A (or the equivalent grade) by Fitch, maturing within 24 months after the date of acquisition.

"Cash Management Order" shall mean an order of the Bankruptcy Court entered in the Chapter 11 Cases regarding the Credit Parties' cash management system, bank accounts, cash collection and disbursements, intercompany transactions, bank fees, business forms, corporate cards and related matters, in form and substance satisfactory to the Required DIP Lenders, as the same may be amended, modified or supplemented from time to time.

"Cayman Borrower" shall mean Vortex Opco, LLC, a Cayman Islands limited liability company.

"Cayman Holdings" shall mean Vortex Holdco, LLC, a Cayman Islands limited liability company.

"Change in Law" shall mean the occurrence after the Closing Date or, with respect to any DIP Lender, such later date on which such DIP Lender becomes a party to this Agreement, of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental

Authority or (c) compliance by any DIP Lender (or, for purposes of Section 2.10(b), by any lending office of such DIP Lender or by such DIP Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after such applicable date; *provided* that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" shall be deemed to occur if:

(a) any combination of Permitted Holders shall fail to own beneficially (within the meaning of Rules 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date), directly or indirectly, in the aggregate Equity Interests representing at least 50.1% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Holdings;

(b) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Holdings and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)), other than with respect to a disposition of assets pursuant to section 363 of the Bankruptcy Code that is not prohibited hereunder;

(c) a "change of control" (or similar event) shall occur under the definitive agreements governing Indebtedness with an aggregate outstanding principal amount in excess of the Threshold Amount;

(d) Holdings shall cease to own, directly or indirectly, 100% of the Equity Interests of the Borrower; or

(e) the Borrower shall cease to own, directly or indirectly, 100% of the Equity Interests of Cayman Holdings, the Cayman Borrower and each other Credit Party.

Notwithstanding anything to the contrary in this definition or any provision of Section 13d-3 of the Exchange Act, no person or "group" shall be deemed to beneficially own Equity Interests to be acquired by such person or "group" pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting agreement related thereto) until the consummation of the acquisition of the Equity Interests in connection with the transactions contemplated by such agreement.

"Chapter 11 Cases" shall have the meaning provided in the recitals.

"Closing Date" shall mean the date on which all conditions set forth in Section 6 have been satisfied or waived in accordance with this Agreement, which occurred on December [30], 2025.

"CME" shall mean CME Group Benchmark Administration Limited.

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time.

"Collateral" shall mean all property (whether real, personal or otherwise) with respect to which any security interests have been granted (or purported to be granted) pursuant to any DIP Security Document (including the Orders and any Additional DIP Security Documents), including all "Collateral" as described in the Orders and the DIP Security Agreement; *provided* that in no event shall the term "Collateral" include any Excluded Collateral.

"Collateral Agent" shall mean WSFS, in its capacity as Collateral Agent for the Secured Creditors pursuant to the DIP Security Documents, and shall include its branch offices and affiliates in any applicable jurisdiction and any successor to the Collateral Agent appointed pursuant to Section 12.10.

"Commitment" shall mean, with respect to any DIP Lender, such DIP Lender's DIP Term Loan Commitment.

"Communication" shall have the meaning provided to such term in Section 13.21.

"Conforming Changes" shall mean, with respect to the use, administration of or any conventions associated with SOFR or Term SOFR, as applicable, any conforming changes to the definitions of "SOFR", "Term SOFR" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines in consultation with the Borrower is reasonably necessary in connection with the administration of this Agreement and any other Credit Document).

"Consolidated Total Assets" shall mean, as of any date of determination, the amount that would, in conformity with U.S. GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Group Members as of the last day of the most recently ended fiscal quarter.

"Contingent Obligation" shall mean, as to any Person, any obligation of such Person as a result of such Person being a general partner of any other Person, unless the underlying obligation is expressly made non-recourse as to such general partner, and any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including any such obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x)

for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided*, *however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. Except as otherwise provided herein, the amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

"Credit Documents" shall mean the Orders, all approved Variance Reports, this Agreement, and, after the execution and delivery thereof pursuant to the terms of this Agreement, each Note, the DIP Guaranty Agreement and each other DIP Security Document.

"Credit Party" shall mean Holdings, Borrower and each Group Guarantor.

"Debtor Relief Laws" shall mean the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, restructuring, reorganization, compromise, arrangement or similar debtor relief laws of the United States, the Cayman Islands or other applicable jurisdictions from time to time in effect.

"Debtors" shall have the meaning provided in the recitals.

"Default" shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

"Defaulting Lender" shall mean, any DIP Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such DIP Lender notifies the Administrative Agent and Borrower in writing that such failure is the result of such DIP Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other DIP Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such DIP Lender's obligation to fund a Loan hereunder and states that such position is based on such DIP Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or Borrower, to confirm in writing to the Administrative Agent and Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such DIP Lender shall cease to be a Defaulting Lender pursuant to this clause (c)

upon receipt of such written confirmation by the Administrative Agent and Borrower), or (d) has, or has a direct or indirect parent company that has, other than via an Undisclosed Administration, (i) become the subject of (A) a proceeding under any Debtor Relief Law or (B) a Bail-In Action, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a DIP Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that DIP Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such DIP Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such DIP Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such DIP Lender. Any determination by the Administrative Agent that a DIP Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such DIP Lender shall be deemed to be a Defaulting Lender of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to Borrower and each other DIP Lender promptly following such determination.

"Designated Advisors" shall mean, each of (i) ArentFox Schiff LLP in its capacity as counsel to the Administrative Agent and the Collateral Agent, (ii) Akin Gump Strauss Hauer & Feld LLP in its capacity as counsel to the Ad Hoc Group, (iii) Katten Muchin Rosenman LLP in its capacity as counsel to the Fronting Lender, (iv) Centerview Partners LLC in its capacity as financial advisor to the Ad Hoc Group, (v) Kirkland & Ellis LLP in its capacity as counsel to certain DIP Lenders and (vi) Pashman Stein Walder Hayden P.C., in its capacity as local counsel to the Ad Hoc Group.

"DIP Commitment Letter" shall mean that certain Senior Secured Superpriority Debtor in Possession Credit Facility Commitment Letter dated as of December 28, 2025, by and among the Borrower, the Administrative Agent, the Fronting Lender and certain DIP Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time).

"DIP Guaranty" shall mean the guaranty provided by the Guarantors pursuant to the DIP Guaranty Agreement.

"DIP Guaranty Agreement" shall have the meaning provided in Section 6.10.

"DIP Lender" shall mean each financial institution listed on Schedule 2.01 (including the Fronting Lender), as well as any Person that becomes a "DIP Lender" hereunder pursuant to Section 2.13 or 13.04(b).

"DIP Orders" shall mean the Interim DIP Order and/or the Final DIP Order, as the context requires.

"DIP Security Agreement" shall have the meaning provided in Section 6.09.

"DIP Security Document" shall mean and include each of the Orders, the DIP Security Agreement and, after the execution and delivery thereof, each Additional DIP Security Document.

"DIP Term Loan Commitments" shall mean, collectively, the Interim DIP Term Loan Commitments and the Final DIP Term Loan Commitments.

"Direction of the Required Backstop Lenders" shall have the meaning provided in Section 1.03.

"Disqualified Lender" shall mean (a) operating companies that are competitors of the Borrower and the other Group Members identified in writing by the Borrower (or its counsel) to the Administrative Agent at any time, (b) institutions designated in writing by the Sponsor (or its counsel) to the Administrative Agent and the Ad Hoc Group (or their counsel) on December 28, 2025 and (c) any Affiliates of the Persons identified in clauses (a) and/or (b) above that are reasonably identifiable as Affiliates thereof solely on the basis of their names or are identified by the Borrower (or its counsel) in writing to the Administrative Agent at any time (it being understood that any update pursuant to clause (a) or clause (c) above shall not become effective until the third Business Day following the Administrative Agent's receipt of such notice, and, in any event, shall not apply retroactively (solely with regards to such amount already assigned) to any DIP Lender or to any entity that is party to a pending trade as of the date of such notice (and the Administrative Agent shall have no obligation to carry out any due diligence in order to identify such Affiliates), but, in each case, excluding (x) any Bona Fide Debt Fund that are Affiliates of any Person described in clause (a), (b) or (c) of this definition and (y) each DIP Lender as of the Closing Date and each Affiliate and Approved Fund thereof.

"Disqualified Stock" shall mean, with respect to any Person, any capital stock of such Person other than common Equity Interests or Qualified Preferred Stock of such Person.

"Dividend" shall mean, with respect to any Person, (a) the declaration or payment of any dividend (whether in cash, securities or other property or assets) or distribution of cash or other property or assets in respect of equity interests of such person; (b) any payment (whether in cash, securities or other property or assets) on account of the purchase, redemption, defeasance, sinking fund or other retirement of the equity interests of such person or any other payment or distribution (whether in cash, securities or other property or assets) made in respect thereof, either directly or indirectly; and (c) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire equity interests of such person now or hereafter outstanding.

"Dollar" and "$" shall mean lawful money of the United States.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Copy" shall have the meaning provided in Section 13.21.

"Electronic Record" shall have the meaning provided in Section 13.21.

"Electronic Signature" shall have the meaning provided in Section 13.21.

"Eligible Transferee" shall mean and include any existing DIP Lender, any Approved Fund or any commercial bank, an insurance company, a finance company, a financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act) but in any event excluding (i) any natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), (ii) any Disqualified Lender (solely, in the case of a sale of a participation to such Person, to the extent that the list of Disqualified Lenders has been disclosed to all DIP Lenders), (iii) the Sponsor and its Affiliates (excluding Group Members) and (iv) each Group Member.

"Environment" shall mean ambient air, indoor air, surface water, groundwater, drinking water, land surface and sub-surface strata and natural resources such as wetlands, flora and fauna.

"Environmental Claims" shall mean any and all administrative, regulatory or judicial actions, suits, demand letters, directives, claims, liens, notices of noncompliance or violation, and/or proceedings arising under or pursuant to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law, including, (a) any and all Environmental Claims by governmental or regulatory authorities for enforcement, investigation, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to an alleged injury or threat of injury to human health, safety or the Environment due to the presence of Hazardous Materials, including any Release or threat of Release of any Hazardous Materials.

"Environmental Law" shall mean any federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, and rule of common law, now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of the Environment, human health and safety (as it pertains to Hazardous Materials).

"Equity Interests" of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock, preference shares or preferential membership interest, any limited or general partnership interest and any limited liability company membership

interest, but excluding, for the avoidance of doubt, any Indebtedness convertible into or exchangeable for the foregoing.

"Equivalent Amount" shall mean, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such currency as of the close of business on the immediately preceding Business Day.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and, unless the context indicates otherwise, the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the Closing Date and any successor Section thereof.

"ERISA Affiliate" shall mean each person (as defined in Section 3(9) of ERISA) which, together with the Borrower or any other Group Member, is treated as a "single employer" under Section 414(b) or (c) of the Code and, solely with respect to Section 412 of the Code, Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" shall mean (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder, but excluding any event for which the 30-day notice period is waived with respect to a Plan, (b) any failure to make a required contribution to any Plan that would result in the imposition of a Lien or other encumbrance or the failure to satisfy the minimum funding standards set forth in Section 412 or 430 of the Code or Section 302 or 303 of ERISA, or the arising of such a Lien or encumbrance, with respect to a Plan, (c) the incurrence by the Borrower, any other Group Member, or an ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or the withdrawal or partial withdrawal (including under Section 4062(e) of ERISA) of any of the Borrower, any other Group Member, or an ERISA Affiliate from any Plan or Multiemployer Plan, (d) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (e) the receipt by the Borrower, any other Group Member, or an ERISA Affiliate from the PBGC or a plan administrator of any notice of intent to terminate any Plan or Multiemployer Plan or to appoint a trustee to administer any Plan, (f) the adoption of any amendment to a Plan that would require the provision of security pursuant to the Code, ERISA or other applicable law, (g) the receipt by the Borrower, any other Group Member, or an ERISA Affiliate of any written notice concerning statutory liability arising from the withdrawal or partial withdrawal of the Borrower, any other Group Member, or an ERISA Affiliate from a Multiemployer Plan or a written determination that a Multiemployer Plan is, or is reasonably expected to be, "insolvent," within the meaning of Section 4245 of ERISA, (h) the occurrence of any non-exempt "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to which the Borrower or any Group Member is a "disqualified person" (within the meaning of Section 4975 of the Code), (i) the occurrence of any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of any Plan or the appointment of a trustee to administer any Plan, (j) the filing of any request for or receipt of a minimum funding waiver under Section 412(c) of the Code with respect to any Plan or Multiemployer Plan, (k) a determination that any Plan is in "at-risk" status (as defined in Section

303(i)(4) of ERISA or Section 430(i)(4) of the Code) or (l) the receipt by the Borrower, any other Group Member or any ERISA Affiliate of any notice that a Multiemployer Plan is, or is reasonably expected to be, in "endangered" or "critical" status within the meaning of Section 305 of ERISA.

"Erroneous Payment" has the meaning set forth in Section 12.15.

"Erroneous Payment Subrogation Rights" has the meaning set forth in Section 12.15.

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" shall have the meaning provided in Section 11.

"Excess Declined Proceeds Notice" shall have the meaning provided in Section 5.02(k).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Collateral" shall have the meaning provided in the DIP Security Agreement.

"Excluded Subsidiary" shall mean any Subsidiary of Holdings that is (a) not a Wholly-Owned Subsidiary of Holdings or one or more of its Wholly-Owned Subsidiaries; *provided* that such non-Wholly-Owned Subsidiary is a bona fide joint venture with a Person that (A) owns common Equity Interests in such Subsidiary and (B) is not an Affiliate of Holdings, (b) [reserved], (c) prohibited (but only for so long as such Subsidiary would be prohibited) by Requirements of Law, rule or regulation from guaranteeing the facilities under this Agreement, or that would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee, in each case, unless such consent, approval, license or authorization has been received (but without obligation to seek the same), (d) prohibited (but only for so long as such Subsidiary would be prohibited) from guaranteeing the Obligations by any contractual obligation in existence (x) on the Closing Date or (y) at the time of the acquisition of such Subsidiary after the Closing Date (to the extent such prohibition was not entered into in contemplation of such acquisition), (e) a not-for-profit Subsidiary, a Regulated Subsidiary or a captive insurance company, (f) an Immaterial Subsidiary, and (g) any other Subsidiary of Holdings with respect to which the Borrower and the Administrative Agent (acting at the Direction of the Required Backstop Lenders) reasonably agree in writing that the cost or other consequences of guaranteeing the Obligations (including any adverse tax consequences) would be excessive in view of the benefits to be obtained by the DIP Lenders therefrom; *provided* that, notwithstanding the above, if any Subsidiary serves as (i) a borrower or guarantor of the obligations of a Subsidiary (or the Borrower) under the Prepetition USS ABL Credit Agreement, the Prepetition Amended First Lien Credit Agreement or the Prepetition First-Out/Second-Out Credit Agreement or (ii) an issuer or guarantor under the Prepetition Amended 2029 Notes Indenture or either of the Prepetition 2030 Notes Indentures or, in each case, any refinancing thereof, then it shall not constitute an "Excluded Subsidiary". For the avoidance of doubt, none of the Borrower, Cayman Holdings or the Cayman Borrower shall constitute an "Excluded Subsidiary".

"Excluded Taxes" shall mean, with respect to the Administrative Agent, any DIP Lender, or any other recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, (a) Taxes imposed on (or measured by) its net income and franchise (and similar) Taxes imposed on it in lieu of income Taxes, in each case, as a result of such recipient being organized or having its principal office or applicable lending office located in such jurisdiction or as a result of any other present or former connection between such recipient and the jurisdiction imposing such Tax (other than a connection arising from such Administrative Agent, DIP Lender or other recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document), (b) any branch profits Taxes under Section 884(a) of the Code, or any similar Tax, in each case imposed by any jurisdiction described in clause (a) above, (c) in the case of a DIP Lender (other than an assignee pursuant to a request by the Borrower under Section 2.13), any U.S. federal withholding Tax that is imposed on amounts payable to or for the account of such DIP Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which such DIP Lender acquires such interest in the applicable Commitment or, to the extent such DIP Lender did not fund the applicable Loan pursuant to a prior Commitment, acquires the applicable interest in such Loan (or designates a new lending office), except to the extent such DIP Lender (or its assignor, if any) was entitled, immediately before the designation of a new lending office (or assignment), to receive additional amounts from the Credit Parties with respect to such withholding tax pursuant to Section 5.05(a), (d) Taxes attributable to such recipient's failure to comply with Section 5.05(b), Section 5.05(c) or Section 5.05(f), as applicable, (e) any Taxes imposed under FATCA and (f) U.S. federal backup withholding Taxes pursuant to Section 3406 of the Code.

"Extraordinary Receipts" shall mean any cash receipts received by any Credit Party or any Subsidiary thereof that are (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (b) indemnification payments received by any Credit Party or any Subsidiary thereof (other than to the extent such indemnification payments are payable pursuant to the terms thereof to a Person that is not an Affiliate of the Borrower or any of its Subsidiaries) and insurance proceeds not included as proceeds of Asset Sales (including proceeds from any business interruption insurance), (c) any purchase price adjustment or working capital adjustment received by any Credit Party or any Subsidiary thereof pursuant to any purchase agreement or related documentation or (d) any Tax refunds or Benefit Plan reversions, in each case, received by any Credit Party or any Subsidiary thereof; *provided* that any receipts contemplated by the Approved Budget shall not constitute Extraordinary Receipts unless otherwise specified.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury Regulations promulgated thereunder or other official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) and any intergovernmental agreement, treaty or convention among Governmental Authorities (or related laws, rules or official administrative guidance) and any fiscal or regulatory legislation, guidance notes, rules or practices adopted by or among non U.S. jurisdictions pursuant to any such intergovernmental agreement, treaty or convention implementing such Sections of the Code.

"Federal Funds Effective Rate" shall mean, for any day, the rate *per annum* equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System on such day, as published by the NYFRB on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to WSFS on such day on such transactions as reasonably determined by the Administrative Agent; *provided* that if the rate determined in accordance with the foregoing is less than zero, the Federal Funds Effective Rate shall be deemed to be zero.

"Fees" shall mean all amounts payable pursuant to or referred to in Section 4.01.

"Final DIP Order" shall have the meaning provided in the Restructuring Support Agreement.

"Final DIP Order Entry Date" shall mean the date on which the Final DIP Order is entered by the Bankruptcy Court.

"Final DIP Term Loan Commitment" shall mean, for each DIP Lender, the amount set forth opposite such DIP Lender's name in Schedule 2.01 directly below the column entitled "Final DIP Term Loan Commitments" or in the Assignment and Assumption Agreement pursuant to which such DIP Lender assumed its Final DIP Term Loan Commitment, as the same may be reduced or increased from time to time pursuant to assignments by or to such DIP Lender pursuant to Section 13.04. The aggregate amount of Final DIP Term Loan Commitments existing on the Closing Date shall be $57,500,000.

"First Day Orders" shall mean all orders entered by the Bankruptcy Court on, or within five (5) days after, the Petition Date, or based on motions filed on or about the Petition Date.

"Fitch" shall mean Fitch, Inc.

"Foreign Subsidiaries" shall mean each Subsidiary of Holdings that is not a U.S. Subsidiary.

"Fronting Arrangement" shall mean a customary fronting arrangement whereby the Fronting Lender shall (i) facilitate the funding, on behalf of, and at the request of, certain parties to the DIP Commitment Letter, of the Loans on terms mutually acceptable to the Fronting Lender and each applicable member of the Ad Hoc Group and (ii) assign the Loans to certain members of the Ad Hoc Group and other Prepetition Secured Parties that are offered and accept the opportunity to participate in the transactions contemplated herein in accordance with the Restructuring Support Agreement and the DIP Commitment Letter.

"Fronting Lender" shall mean Barclays Bank PLC, in its capacity as fronting lender.

"Governmental Authority" shall mean the government of the United States of America, the Cayman Islands, any other, supranational authority (such as the European Union or the European

Central Bank) or nation or any political subdivision thereof, whether state, provincial, local or otherwise, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Group Guarantor" shall mean each Group Member in existence on the Closing Date other than any Excluded Subsidiary, as well as each Group Member established, created or acquired after the Closing Date or that ceases to be an Excluded Subsidiary after the Closing Date which becomes a party to the DIP Guaranty Agreement in accordance with the requirements of this Agreement and the provisions of the DIP Guaranty Agreement.

"Group Member" shall mean Holdings and its direct and indirect Subsidiaries (including, for the avoidance of doubt, Cayman Holdings and the Cayman Borrower).

"Group Representative" shall mean the Borrower.

"Guarantor" shall mean and include Holdings, the Borrower (other than with respect to its own Obligations) and each other Group Guarantor.

"Hazardous Materials" shall mean (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, perfluoroalkyl and polyfluoroalkyl substances, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous substances", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance regulated under any Environmental Law.

"Holdings" shall mean the entity specified in the preamble hereto.

"IFRS" shall mean international accounting standards as promulgated by the International Accounting Standards Board.

"Immaterial Subsidiary" shall mean any Subsidiary of Existing Holdings that, as of the end of the most recently ended fiscal quarter, does not have, when taken together with all other Immaterial Subsidiaries, (a) assets in excess of 2.50% of Consolidated Total Assets or (b) revenues for the period of four consecutive fiscal quarters ending on such date in excess of 2.50% of the consolidated revenues of the Group Members for such period.

"Indebtedness" shall mean, as to any Person, without duplication, (i) all indebtedness (including principal, interest, fees and charges) of such Person (A) for borrowed money or advances or (B) for the deferred purchase price of property or services, (ii) the maximum amount available to be drawn under all letters of credit, bankers' acceptances and similar obligations issued for the account of such Person and all unpaid drawings in respect of such letters of credit, bankers' acceptances and similar obligations, (iii) all Indebtedness of the types described in clause (i), (ii), (iv), (v), (vi), (vii) or (viii) of this definition secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person (*provided* that, if the

Person has not assumed or otherwise become liable in respect of such Indebtedness, such Indebtedness shall be deemed to be in an amount equal to the lesser of (x) the aggregate unpaid amount of Indebtedness secured by such Lien and (y) the fair market value of the property to which such Lien relates as determined in good faith by such Person), (iv) the aggregate amount of all Capitalized Lease Obligations of such Person, (v) all Contingent Obligations of such Person, (vi) all obligations under any Interest Rate Protection Agreement, any Other Hedging Agreement, any Treasury Services Agreement or under any similar type of agreement, (vii) all Off-Balance Sheet Liabilities of such Person, (viii) all indebtedness evidenced by bonds, debentures, notes or similar instruments, (ix) Disqualified Stock of any Person, and (x) any preferred capital stock, preference shares or preferential membership interest of, or issued by, any Group Member (other than Holdings). Notwithstanding the foregoing, Indebtedness shall not include (a) trade payables and accrued expenses incurred by any Person in accordance with customary practices and in the ordinary course of business of such Person, (b) obligations, to the extent such obligations would otherwise constitute Indebtedness, under any agreement that has been defeased or satisfied and discharged pursuant to the terms of such agreement or (c) earn-outs and contingent payments in respect of acquisitions except to the extent that the liability on account of any such earn-outs or contingent payment has become fixed, due and payable for more than 10 Business Days without being paid and is required by U.S. GAAP to be reflected as a liability on the consolidated balance sheet of the Group Members.

"Indemnified Person" shall have the meaning provided in Section 13.01(a).

"Indemnified Taxes" shall mean all Taxes imposed on or with respect to any payment by or on account of any obligation of any Credit Party under any Credit Document other than (i) Excluded Taxes and (ii) Other Taxes.

"Independent Assets or Operations" shall mean, with respect to any Parent Company, that such Parent Company's total assets, revenues, income from continuing operations before income taxes and cash flows from operating activities (excluding in each case amounts related to its investment in the Group Members), determined in accordance with U.S. GAAP and as shown on the most recent balance sheet of such Parent Company, is more than 2.50% of such Parent Company's corresponding consolidated amount.

"Initial Declined Proceeds" shall have the meaning provided in Section 5.02(k).

"Initial Maturity Date" shall mean December [30], 2026 or, if such date is not a Business Day, the immediately preceding Business Day; *provided* that, upon the election of the Borrower with the consent of the Required DIP Lenders, the Initial Maturity Date may be extended to (i) initially, March [30], 2027 and (ii) thereafter, June [30], 2027.

"Intellectual Property" shall have the meaning provided in Section 8.20.

"Intercompany Subordination Agreement" shall mean an intercompany subordination agreement, in substantially the form of Exhibit N hereto, or otherwise in form and substance reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Backstop Lenders).

"Interest Determination Date" shall mean, with respect to any Term SOFR Loan, the second U.S. Government Securities Business Day prior to the commencement of any Interest Period relating to such Term SOFR Loan.

"Interest Payment Date" shall mean with respect to any Term SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part.

"Interest Period" shall have the meaning provided in Section 2.09.

"Interest Rate Protection Agreement" shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

"Interim DIP Order" shall have the meaning provided in the Restructuring Support Agreement.

"Interim DIP Order Entry Date" shall mean the date on which the Interim DIP Order is entered by the Bankruptcy Court.

"Interim DIP Term Loan Commitment" shall mean, for each DIP Lender, the amount set forth opposite such DIP Lender's name in Schedule 2.01 directly below the column entitled "Interim DIP Term Loan Commitments" or in the Assignment and Assumption Agreement pursuant to which such DIP Lender assumed its Interim DIP Term Loan Commitment, as the same may be reduced or increased from time to time pursuant to assignments by or to such DIP Lender pursuant to Section 13.04. The aggregate amount of Interim DIP Term Loan Commitments existing on the Closing Date shall be $62,500,000.

"Investigation Budget Cap" shall mean a cap of $75,000 with respect to allowed Professional Fees to be incurred by the Creditors' Committee (if any) to investigate, but not prosecute, under the investigation budget.

"Investments" shall have the meaning provided in Section 10.05.

"Key Performance Indicators" shall mean the Group Members' (i) miles per service (i.e., total miles traveled for the Group Members' services technicians, averaged across all routes and services provided), (ii) services per hour (i.e., number of services conducted by a service technician in a one-hour time frame, which is measured by average total number of services provided over the total service technician hours) and (iii) number of services (i.e., number of services provided in a given timeframe).

"Latest Maturity Date" shall mean, at any time, with respect to the Loans, the latest Maturity Date applicable to any Loan hereunder at such time.

"Liability Management Transaction" shall mean any refinancing, retirement, exchange, extension, repurchase, or defeasance of any then-existing Indebtedness of any Credit Party or Parent Company with Equity Interests or any other Indebtedness (or the proceeds of any such Equity Interests or Indebtedness) that is contractually, structurally or temporally senior to any of the Loans (including, for the avoidance of doubt, through the issuance of such Equity Interests or

any incurrence of such Indebtedness by a Person that is not a Credit Party, whether or not such Person owns any assets or property).

"Lien" shall mean any mortgage, pledge, charge, hypothecation, collateral assignment, assignment by way of security, security deposit arrangement, encumbrance, deemed or statutory trust, security conveyance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including, any conditional sale or other title retention agreement, and any lease having substantially the same effect as any of the foregoing).

"Liquidity" shall mean, as of any date of determination, the aggregate amount of unrestricted cash and Cash Equivalents of the Group Members.

"Loans" shall mean the loans made by the DIP Lenders to the Borrower pursuant to this Agreement.

"Margin Stock" shall have the meaning provided in Regulation U.

"Material Adverse Effect" shall mean, since the Petition Date, (i) a material adverse effect on the business, operations, properties, liabilities or financial condition of the Group Members, taken as a whole, (ii) a material and adverse effect on the rights and remedies of the Administrative Agent and Collateral Agent or any DIP Lender under the Orders and the other Credit Documents, or on the validity of or enforceability against any Credit Party of any Credit Document to which it is a party in any material respect or (iii) a material and adverse effect on the ability of the Credit Parties, taken as a whole, to perform their obligations under the Orders and the other Credit Documents, in the case of each of clauses (i) through (iii), other than as a result of events leading up to or customarily resulting from the commencement of the Chapter 11 Cases and the continuation or prosecution thereof.

"Material Real Property" shall mean each parcel of Real Property that is now or hereafter owned in fee by any Credit Party that (together with any other fee owned parcels constituting a single site or operating property) has a fair market value (as determined by the Borrower in good faith) in excess of $7,500,000; *provided* that aggregate fair market value (as determined by the Borrower in good faith) of parcels of Real Property owned in fee by any Credit Party that do not constitute Material Real Property shall not exceed $12,500,000; *provided*, *further*, that any parcel of Real Property shall continue to be Material Real Property irrespective of any subsequent fair market value changes after the date such parcel has first become Material Real Property.

"Maturity Date" shall mean, with respect to the Loans, the earliest of (a) the Initial Maturity Date, (b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (c) the acceleration of the Obligations in accordance with the terms hereof and (d) dismissal of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to one or more cases under chapter 7 of the Bankruptcy Code. For the avoidance of doubt, the parties understand that no waiver of any Default, Event of Default or mandatory prepayment pursuant to Section 5.02(b), (e) or (f) shall constitute an extension of the Maturity Date.

"Milestones" shall mean the milestones set forth on Schedule 9.16, as amended or extended in accordance with the terms of the Restructuring Support Agreement from time to time.

"Moody's" shall mean Moody's Investors Service, Inc.

"Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA and subject to Title IV of ERISA under which any Group Member has any obligation or liability, including on account of an ERISA Affiliate.

"Net Debt Proceeds" shall mean, with respect to any incurrence of Indebtedness for borrowed money, an amount in cash equal to the gross cash proceeds received by the respective Person from such incurrence, net of underwriting discounts, commissions, fees and other costs of, and expenses associated with, such incurrence.

"Net Extraordinary Receipts Proceeds" shall mean, with respect to any Extraordinary Receipts, an amount in cash equal to the gross cash proceeds received from such Extraordinary Receipts, net of (i) costs of, and expenses associated with, such Extraordinary Receipts and (ii) any taxes paid or payable as a result of such Extraordinary Receipts (including the Group Representative's good faith estimate of any incremental income taxes that will be payable as a result of such Extraordinary Receipts, including pursuant to tax sharing arrangements or any tax distributions).

"Net Insurance Proceeds" shall mean, with respect to any Recovery Event, an amount in cash equal to the gross cash proceeds received by the respective Person in connection with such Recovery Event, net of (i) costs of, and expenses associated with, such Recovery Event (including any costs incurred by the Borrower or any other Group Member in connection with the adjustment, settlement or collection of any claims of the Borrower or such Group Member in respect thereof), (ii) any taxes paid or payable as a result of such Recovery Event (including the Borrower's good faith estimate of any incremental income taxes that will be payable as a result of such Recovery Event, including pursuant to tax sharing arrangements or any tax distributions) and (iii) required payments of any Indebtedness or other obligations (other than the Loans and Indebtedness secured on a *pari passu* or junior basis to the Loans) which are secured by the assets which were the subject of such Recovery Event or would be in default under the terms thereof as a result of such theft, loss, physical destruction, damage, taking or similar event underlying such Recovery Event.

"Net Sale Proceeds" shall mean, with respect to any Asset Sale, an amount in cash equal to the gross cash proceeds (including any cash received by way of deferred payment pursuant to a promissory note, receivable or otherwise, but only as and when received) received from such Asset Sale, net of (i) costs of, and expenses associated with, such Asset Sale (including fees and commissions), (ii) any taxes paid or payable as a result of such Asset Sale (including the Group Representative's good faith estimate of any incremental income taxes that will be payable as a result of such Asset Sale, including pursuant to tax sharing arrangements or any tax distributions), (iii) payments of unassumed liabilities relating to the assets sold and required payments of any Indebtedness or other obligations (other than the Loans and Indebtedness secured on a *pari passu* or junior basis to the Loans) which are secured by the assets which were sold or would be in default under the terms thereof as a result of such Asset Sale, (iv) amounts provided as a reserve in accordance with U.S. GAAP against any liabilities under any indemnification obligation or

purchase price adjustment associated with such Asset Sale (*provided* that to the extent and at the time any such amounts are released from such reserve to the Borrower or any other Group Members, such amounts shall constitute Net Sale Proceeds), and (v) cash escrows from the sale price for such Asset Sale (*provided* that to the extent and at the time any such amounts are released from escrow to the Borrower or any other Group Members, such amounts shall constitute Net Sale Proceeds).

"Non-Defaulting Lender" shall mean and include each DIP Lender other than a Defaulting Lender.

"Note" shall have the meaning provided in Section 2.05(a).

"Notice of Borrowing" shall have the meaning provided in Section 2.03.

"Notice of Loan Prepayment" shall mean the notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit D or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower or the Group Representative.

"Notice Office" shall mean the office of the Administrative Agent set forth in Schedule 13.03, or such other office as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

"NYFRB" shall mean the Federal Reserve Bank of New York or any successor thereto.

"Obligations" shall mean all now existing or hereafter arising debts, obligations, covenants, and duties of payment or performance of every kind, matured or unmatured, direct or contingent, owing, arising, due, or payable to any DIP Lender, Agent or Indemnified Person by any Credit Party arising out of this Agreement or any other Credit Document, including all obligations to repay principal or interest on the Loans, and to pay interest, fees, costs, charges, expenses, professional fees, premiums and all sums chargeable to any Credit Party or for which any Credit Party is liable as indemnitor under the Credit Documents, whether or not evidenced by any note or other instrument (in each case, including interest, fees, expenses and other amounts accruing during any case or proceeding under any Debtor Relief Laws, regardless of whether allowed or allowable in such case or proceeding).

"Off-Balance Sheet Liabilities" of any Person shall mean (i) any repurchase obligation or similar liability of such Person arising in connection with a sale by such Person of accounts or notes receivable, (ii) any liability of such Person under any Sale-Leaseback Transactions that do not create a liability on the balance sheet of such Person or (iii) any obligation under a Synthetic Lease.

"Orders" shall mean, collectively, the DIP Orders and the Adequate Protection Order.

"Other Hedging Agreements" shall mean any foreign exchange contracts, currency swap agreements, commodity agreements or other similar arrangements, or arrangements designed to protect against fluctuations in currency values or commodity prices.

"Other Taxes" shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made under, from the execution, delivery, registration, performance or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document except any such Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.13) that are imposed as a result of any present or former connection between the relevant DIP Lender and the jurisdiction imposing such Tax (other than a connection arising from such DIP Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Parent Company" shall mean any direct or indirect parent company of Holdings (other than the Sponsor or any other Permitted Holder).

"Participant" shall have the meaning provided in Section 13.04(c).

"Participant Register" shall have the meaning provided in Section 13.04(c).

"Patriot Act" shall have the meaning provided in Section 13.16.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"Permitted Asset Swap" shall mean the purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between the Borrower or any other Group Member and another Person.

"Permitted Encumbrance" shall mean, with respect to any Real Property, such exceptions to title as are set forth in the mortgage title insurance policy delivered with respect thereto, all of which exceptions must be reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Backstop Lenders) in its reasonable discretion.

"Permitted Holders" shall mean the Sponsor.

"Permitted Investment" shall have the meaning provided in Section 10.05.

"Permitted Liens" shall have the meaning provided in Section 10.01.

"Permitted Refinancing Indebtedness" shall mean Indebtedness incurred by the Borrower or any other Group Member which serves to extend, replace, refund, refinance, renew or defease ("Refinance") any Indebtedness, including any previously issued Permitted Refinancing Indebtedness, so long as:

(1) the principal amount of such new Indebtedness does not exceed (a) the principal amount of Indebtedness (including any unused commitments therefor that are able to be drawn at such time) being Refinanced (such Indebtedness, the "Refinanced Debt"), *plus* (b) any accrued and unpaid interest and fees on such Refinanced Debt, *plus* (c) the amount of any tender or redemption premium paid thereon or any penalty or

premium required to be paid under the terms of the instrument or documents governing such Refinanced Debt and any costs, fees and expenses incurred in connection with the issuance of such new Indebtedness and the Refinancing of such Refinanced Debt;

(2) such Permitted Refinancing Indebtedness has a:

(a) Weighted Average Life to Maturity at the time such Permitted Refinancing Indebtedness is incurred that is not less than the remaining Weighted Average Life to Maturity of the applicable Refinanced Debt; and

(b) final scheduled maturity date equal to or later than the final scheduled maturity date of the Refinanced Debt (or, if earlier, the date that is 91 days after the Latest Maturity Date of the Loans as of the date such Indebtedness was incurred);

(3) to the extent such Permitted Refinancing Indebtedness Refinances (a) Indebtedness that is expressly subordinated in right of payment to the Obligations, such Permitted Refinancing Indebtedness is subordinated to the Obligations on terms that are, taken as a whole, not materially less favorable to the DIP Lenders than the subordination terms applicable to the Refinanced Debt (*provided* that any such terms may be more favorable to the extent they take effect after the Latest Maturity Date of the Loans as of the date such Indebtedness was incurred), (b) Indebtedness that is secured by Liens that are subordinated to the Liens securing the Obligations, such Permitted Refinancing Indebtedness is (i) unsecured or (ii) secured by Liens that are subordinated to the Liens that secure the Obligations on terms that are, taken as a whole, not materially less favorable to the DIP Lenders than the Lien subordination terms applicable to the Refinanced Debt (*provided* that any such terms may be more favorable to the extent they take effect after the Latest Maturity Date of the Loans as of the date such Indebtedness was incurred) or (c) Indebtedness that is secured by Liens that are *pari passu* with the Liens securing the Obligations, such Permitted Refinancing Indebtedness is (i) unsecured or (ii) secured by Liens that are *pari passu* or subordinated to the Liens that secure the Obligations on terms that are, taken as a whole, not materially less favorable to the DIP Lenders than the Collateral sharing provisions applicable to the Refinanced Debt (*provided* that any such terms may be more favorable to the extent they take effect after the Latest Maturity Date of the Loans as of the date such Indebtedness was incurred);

(4) subject to Section 10.01(vi), such Permitted Refinancing Indebtedness shall not be secured by any assets or property of the Borrower or any other Group Member that does not secure the Refinanced Debt being Refinanced (*plus* improvements and accessions thereon and proceeds in respect thereof); and

(5) such Indebtedness being so extended, replaced, refunded, refinanced, renewed or defeased is incurred by the Person or Persons who are the obligors of the Indebtedness being so extended, replaced, refunded, refinanced, renewed or defeased;

provided that (a) Permitted Refinancing Indebtedness will not be guaranteed by, any Person other than the Borrower or a Guarantor and (b) clause (2) of this definition will not apply to any

Permitted Refinancing Indebtedness of any (x) Indebtedness under Sections 10.04(iii) or (v) or (y) Indebtedness under Section 10.04(vii) of the type described in Section 10.04(iii).

"Permitted Variance" shall mean, with respect to any applicable Variance Testing Period, (a) the unfavorable variance (as compared to estimated receipts in the Approved Budget) of the actual aggregate receipts of the Debtors (on a cumulative basis for such Variance Testing Period) not in excess of (i) for the first Variance Testing Date, 20% and (ii) for each Variance Testing Date thereafter, 15% and (b) the unfavorable variance (as compared to estimated disbursements in the Approved Budget) of the actual aggregate disbursements of the Debtors (on a cumulative basis for such Variance Testing Period) not in excess of (i) for the first Variance Testing Date, 20% and (ii) for each Variance Testing Date thereafter, 15%.

"Person" shall mean any individual, partnership (including exempted limited partnership), joint venture, firm, corporation, association, limited liability company, company (including exempted company), trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof.

"Petition Date" shall have the meaning provided in the recitals.

"Plan" shall mean any pension plan as defined in Section 3(2) of ERISA other than a Multiemployer Plan, which is maintained or contributed to by (or to which there is an obligation to contribute of) the Borrower or any other Group Member or with respect to which the Borrower or any other Group Member has, or may have, any liability, including, for greater certainty, liability arising from an ERISA Affiliate.

"Plan of Reorganization" shall have the meaning provided in Section 13.04(j)(ii).

"Platform" shall mean Debt Domain, Intralinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system.

"Post-Petition Permitted Priority Liens" shall mean (i) cash collateral and other cash deposits expressly permitted under Section 10.01 and (ii) other Liens permitted under Section 10.01 that rank senior to the Collateral Agent's Lien on the Collateral by operation of law.

"Prepetition 2030 First-Out Notes Indenture" shall mean that certain Indenture governing floating rate senior secured notes due 2030 (the "Prepetition 2030 First-Out Notes"), dated as of September 3, 2024, by and among the Cayman Borrower, as issuer, the guarantors from time to time party thereto, and Wilmington Trust, National Association, as trustee party thereto (in such capacity, the "Prepetition 2030 First-Out Notes Trustee") and notes collateral agent party thereto (in such capacity, the "Prepetition 2030 First-Out Notes Agent" and, together with the Prepetition 2030 First-Out Notes Trustee and the holders of the Prepetition 2030 First-Out Notes, the "Prepetition 2030 First-Out Notes Secured Parties") (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"Prepetition 2030 Third-Out Notes Indenture" shall mean that certain Indenture governing 8.000% senior secured notes due 2030 (the "Prepetition 2030 Third-Out Notes"), dated as of

August 22, 2024, by and among the Cayman Borrower, as issuer, the guarantors from time to time party thereto, and Wilmington Trust, National Association, as trustee (in such capacity, the "Prepetition 2030 Third-Out Notes Trustee") and notes collateral agent (in such capacity, the "Prepetition 2030 Third-Out Notes Agent" and, together with the Prepetition 2030 Third-Out Notes Trustee and the holders of the Prepetition 2030 Third-Out Notes, the "Prepetition 2030 Third-Out Notes Secured Parties") (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"Prepetition 2030 Notes Indenture" shall mean each of the Prepetition 2030 First-Out Notes Indenture and the Prepetition 2030 Third-Out Notes Indenture.

"Prepetition ABL Collateral" shall mean the ABL Priority Collateral as defined in the DIP Orders.

"Prepetition Agents" shall mean Prepetition Amended 2029 Notes Trustee, Prepetition 2030 First-Out Notes Trustee, Prepetition 2030 Third-Out Notes Trustee, Prepetition First-Out/Second-Out Agent, Prepetition Amended First Lien Agent, Prepetition USS ABL Agent and Prepetition USS Intercompany Agent.

"Prepetition Amended 2029 Notes Indenture" shall mean that certain Indenture governing 8.000% senior notes due 2029 (the "Prepetition Amended Unsecured Notes"), dated as of November 19, 2021, by and among the Borrower, as issuer, the guarantors from time to time party thereto, and Wilmington Trust, National Association, as trustee (in such capacity, the "Prepetition Amended 2029 Notes Trustee") (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"Prepetition Amended First Lien Credit Agreement" shall mean that certain Credit Agreement, dated as of December 17, 2021, by and among Holdings, the Borrower, the lenders party thereto (the "Prepetition Amended First Lien Lenders") and UMB Bank, as successor administrative agent and collateral agent (in such capacities, the "Prepetition Amended First Lien Agent" and, together with the Prepetition Amended First Lien Lenders, the "Prepetition Amended First Lien Secured Parties") (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"Prepetition Collateral" shall mean the "Collateral" (as defined in each of the Prepetition Secured Facilities Documents).

"Prepetition Debt Agreements" shall mean Prepetition Amended 2029 Notes Indenture, Prepetition 2030 Indentures, Prepetition First-Out/Second Out Credit Agreement, Prepetition Amended First Lien Credit Agreement, Prepetition USS ABL Credit Agreement and Prepetition USS Intercompany Credit Agreement.

"Prepetition Debt" shall mean, collectively, the Indebtedness of each Debtor outstanding and unpaid on the date on which such Person becomes a Debtor.

"Prepetition Facilities" shall mean each of the Prepetition USS ABL Credit Agreement, the Prepetition First-Out/Second-Out Credit Agreement, the Prepetition 2030 First-Out Notes

Indenture, the Prepetition 2030 Third-Out Notes Indenture, the Prepetition Amended First Lien Credit Agreement and the Prepetition USS Intercompany Credit Agreement.

"Prepetition First-Out/Second-Out Credit Agreement" shall mean that certain Credit Agreement, dated as of August 22, 2024, by and among Cayman Holdings, the Cayman Borrower, the lenders party thereto (the "Prepetition First-Out/Second-Out Lenders") and Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Prepetition First-Out/Second-Out Agent" and, together with the Prepetition First-Out/Second-Out Lenders, the "Prepetition First-Out/Second-Out Secured Parties") (as amended by the First Incremental Amendment to the Credit Agreement, dated as of September 3, 2024, Second Incremental Amendment to the Credit Agreement, dated as of September 10, 2024, Third Incremental Amendment to the Credit Agreement, dated as of September 27, 2024 and Amendment No. 4 to the Credit Agreement, dated as of December 18, 2024 and as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"Prepetition Permitted Liens" shall mean certain liens senior by operation of law or otherwise permitted to be senior by the Prepetition Secured Facilities Documents and solely to the extent any such liens were valid, properly perfected, non-avoidable and senior in priority to the Liens securing the Prepetition Secured Obligations as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code), including the Liens securing the Obligations (as defined in the Prepetition USS ABL Credit Agreement) on the ABL Priority Collateral (as defined in the Prepetition USS ABL Credit Agreement).

"Prepetition Secured Facilities Documents" shall mean the "Credit Documents" (as defined in each of the Prepetition Facilities).

"Prepetition Secured Obligations" shall mean the "Obligations" (as defined in each of the Prepetition Facilities).

"Prepetition Secured Parties" shall mean the Prepetition USS ABL Secured Parties, the Prepetition First-Out/Second-Out Secured Parties, the Prepetition 2030 First-Out Notes Secured Parties, the Prepetition 2030 Third-Out Notes Secured Parties, the Prepetition Amended First Lien Secured Parties and the Prepetition USS Intercompany Secured Parties.

"Prepetition USS ABL Credit Agreement" shall mean that certain Revolving Credit Agreement, dated as of December 17, 2021, by, among others, Holdings, the Borrower, USS Ultimate Holdings, Inc., a Delaware corporation, as the lead borrower, the lenders party thereto (the "Prepetition USS ABL Lenders") and Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Prepetition USS ABL Agent" and, together with the Prepetition USS ABL Lenders, the "Prepetition USS ABL Secured Parties") (as amended by the Amendment No. 1 to the Revolving Credit Agreement, dated as of May 25, 2023, Amendment No. 2 to the Revolving Credit Agreement, dated as of July 12, 2023, Amendment No. 3 to the Revolving Credit Agreement, dated as of August 22, 2024 and as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"Prepetition USS Intercompany Credit Agreement" shall mean that certain Credit Agreement, dated as of August 22, 2024, by and among the Borrower, Holdings, certain of the Holdings' Subsidiaries, as guarantors, the lenders party thereto from time to time (the "Prepetition USS Intercompany Lenders") and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "Prepetition USS Intercompany Agent" and, together with Prepetition USS Intercompany Lenders, the "Prepetition USS Intercompany Secured Parties") (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof).

"primary obligations" shall have the meaning provided in the definition of the term "Contingent Obligations".

"primary obligor" shall have the meaning provided in the definition of the term "Contingent Obligations".

"Prime Rate" shall mean the rate of interest publicly announced from time to time by the Administrative Agent as its "prime rate", such "prime rate" to change when and as such prime lending rate changes. The Prime Rate is set by the Administrative Agent based upon various factors including Administrative Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Professional Fees" shall mean all professional fees and expenses incurred by the Debtors, the Agents, the Ad Hoc Group, the DIP Lenders, the Prepetition Secured Parties, the U.S. Trustee and any statutory committee that are owed and payable by the Debtors and allowed by the Bankruptcy Court.

"Prohibited Action" shall have the meaning provided in the DIP Orders.

"PTE" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public DIP Lender" shall have the meaning provided in Section 9.01.

"Public-Sider" shall mean a DIP Lender whose representatives may trade in securities of the Borrower or its controlling person or any of its Subsidiaries while in possession of the financial statements provided by the Borrower or the Group Representative under the terms of this Agreement.

"Qualified Preferred Stock" shall mean any preferred capital stock, preference shares or preferential membership interest of Holdings so long as the terms of any such preferred capital stock, preference shares or preferential membership interest (x) do not contain any mandatory put, redemption, repayment, sinking fund or other similar provision prior to the 91st day after the Latest Maturity Date of the Loans as of the date such Qualified Preferred Stock was issued other than (i) provisions requiring payment solely (or with provisions permitting Holdings to opt to make payment solely) in the form of common Equity Interests, Qualified Preferred Stock of Holdings or

cash in lieu of fractional shares, as applicable, or any Equity Interests of any direct or indirect Parent Company of Holdings, (ii) provisions requiring payment solely as a result of a change of control or asset sale, so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale are subject to the payment in full of all Obligations in cash (other than unasserted contingent indemnification obligations) and (iii) with respect to preferred capital stock, preference shares or preferential membership interest issued to any plan for the benefit of employees of the Group Members or by any such plan to such employees, provisions requiring the repurchase thereof in order to satisfy applicable statutory or regulatory obligations and (y) give Holdings the option to elect to pay such dividends or distributions on a non-cash basis or otherwise do not require the cash payment of dividends or distributions at any time that such cash payment is not permitted under this Agreement or would result in an Event of Default hereunder.

"Real Property" of any Person shall mean, collectively, the right, title and interest of such Person (including any leasehold, mineral or other estate) in and to any and all land, improvements and fixtures owned, leased or operated by such Person, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"Recipient Party" shall have the meaning provided in Section 12.15.

"Recovery Event" shall mean the receipt by the Borrower or any other Group Member of any cash insurance proceeds or condemnation awards payable (i) by reason of theft, loss, physical destruction, damage, taking or any other similar event with respect to any property or assets of the Borrower or any other Group Member (but not by reason of any loss of revenues or interruption of business or operations caused thereby) and (ii) under any policy of insurance required to be maintained under Section 9.03, in each case to the extent such proceeds or awards do not constitute reimbursement or compensation for amounts previously paid by the Borrower or any other Group Member in respect of any such event.

"Refinance" shall have the meaning provided in the definition of the term "Permitted Refinancing Indebtedness".

"Refinanced Debt" shall have the meaning provided in clause (i) of the definition of the term "Permitted Refinancing Indebtedness".

"Register" shall have the meaning provided in Section 13.04(b)(iv).

"Regulated Subsidiary" shall mean any entity that is subject to United States or foreign, federal, state or local regulation over its ability to incur Indebtedness or create Liens (including Liens with respect to its own Equity Interests).

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

"Regulation U" shall mean Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

"Rejection Notice" shall have the meaning provided in Section 5.02(k).

"Rejection Notice Deadline" shall have the meaning provided in Section 5.02(k).

"Related Business Assets" shall mean assets used or useful in a Similar Business; *provided* that any assets received by the Borrower or any other Group Member in exchange for assets transferred by the Borrower or any other Group Member will not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Group Member.

"Related Party" shall mean (a) with respect to the Sponsor, (i) any investment fund advised, managed, controlled by or under common control with the Sponsor, any officer or director of the foregoing persons, or any entity controlled by any of the foregoing persons and (ii) any spouse or lineal descendant (including by adoption or stepchildren) of the officers and directors referred to in clause (a)(i); (b) with respect to any officer of any Group Member, (i) any spouse or lineal descendant (including by adoption and stepchildren) of such officer and (ii) any trust, corporation or partnership or other entity, in each case to the extent not an operating company, of which an 80% or more controlling interest is held by the beneficiaries, stockholders, partners, members or owners who are the officer, any of the persons described in clause (b)(i) above or any combination of these identified relationships and (c) with respect to any Agent, such Agent's Affiliates and the respective directors, officers, employees, agents and advisors of such Agent and such Agent's Affiliates.

"Release" shall mean actively or passively disposing, discharging, injecting, spilling, pumping, leaking, leaching, dumping, emitting, escaping, emptying, pouring, seeping or migrating, of any Hazardous Material into, through or upon the Environment or within, from or into any building, structure, facility or fixture.

"Relevant Governmental Body" shall mean the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto.

"Replaced Lender" shall have the meaning provided in Section 2.13.

"Replacement Lender" shall have the meaning provided in Section 2.13.

"Required Backstop Lenders" shall mean Non-Defaulting Lenders that are Backstop Lenders (other than the Fronting Lender), the sum of whose outstanding principal of Loans and DIP Term Loan Commitments as of any date of determination represents greater than 50% of the sum of all outstanding principal amount of Loans and aggregate amount of DIP Term Loan Commitments of Non-Defaulting Lenders that are Backstop Lenders at such time.

"Required DIP Lenders" shall mean Non-Defaulting Lenders (other than the Fronting Lender), the sum of whose outstanding principal of Loans and DIP Term Loan Commitments as of any date of determination represents greater than 50% of the sum of all outstanding principal

amount of Loans and aggregate amount of DIP Term Loan Commitments of Non-Defaulting Lenders at such time.

"Requirement of Law" or "Requirements of Law" shall mean, with respect to any Person, any statute, law, treaty, rule, regulation, order, decree, writ, injunction, official administrative pronouncement or determination of any arbitrator or court or other Governmental Authority, 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.

"Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" shall mean, with respect to any Person, its chief financial officer, chief executive officer, president, or any vice president, managing director, manager, managing member, director, treasurer or assistant treasurer, controller, secretary or assistant secretary or other officer of such Person having substantially the same authority and responsibility and, solely for purposes of notices given pursuant to Section 2, any other officer or employee of the applicable Credit Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Credit Party designated in or pursuant to an agreement between the applicable Credit Party and the Administrative Agent; *provided* that, with respect to compliance with financial covenants, "Responsible Officer" shall mean the chief financial officer, treasurer or controller of the Group Representative, or any other officer of the Group Representative having substantially the same authority and responsibility, or the manager or managing member of the Group Representative. Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Credit Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"Restricted Indebtedness" shall have the meaning provided in Section 10.07(i).

"Restructuring Support Agreement" shall mean that certain Restructuring Support Agreement, dated as of December 28, 2025, by and among the Debtors, the Consenting Creditors and the Consenting Sponsor (in each case, as defined therein), as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Returns" shall have the meaning provided in Section 8.09.

"Revaluation Date" shall mean, with respect to any Loan, such dates as the Administrative Agent shall determine or require.

"S&P" shall mean S&P Global Ratings, a division of S&P Global Inc., and any successor owner of such division.

"Sale-Leaseback Transaction" shall mean any arrangements with any Person providing for the leasing by the Borrower or any other Group Member of real or personal property which has been or is to be sold or transferred by the Borrower or such Group Member to such Person or to

any other Person to whom funds have been or are to be advanced by such Person in connection therewith.

"Sanctioned Country" shall mean (a) a country, region or territory that at any time is the subject or target of any comprehensive Sanctions (as of the Closing Date, the Crimea region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Kherson and Zaporizhzhia regions of Ukraine, Cuba, Iran, North Korea and Syria); and (b) Venezuela, Russia, Belarus and Afghanistan.

"Sanctioned Person" shall mean, at any time, any Person that is the subject or target of Sanctions, including: (a) any Person listed in any Sanctions-related list of designated Persons; (b) any Person organized, domiciled or ordinarily resident in a Sanctioned Country; or (c) any Person owned 50 percent or more or controlled, directly or indirectly, by any such Person or Persons described in the foregoing clause (a) and/or (b); or (d) any Person acting directly or indirectly on behalf of any such Person(s) described in the foregoing clause (a), (b) and/or (c).

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, the European Union or His Majesty's Treasury of the United Kingdom or (c) any sanctions extended to the Cayman Islands by order of the Majority in Council.

"SEC" shall have the meaning provided in Section 9.01(i).

"Section 9.01 Financials" shall mean the annual and quarterly financial statements required to be delivered pursuant to Sections 9.01(a) and (b), respectively.

"Secured Creditors" shall mean the Administrative Agent and the DIP Lenders.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Similar Business" shall mean any business and any services, activities or businesses incidental, or reasonably related or similar to, complementary or corollary to any line of business engaged in by the Borrower and any other Group Member on the Closing Date (after giving effect to the Transaction) or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

"SOFR" shall mean the Secured Overnight Financing Rate as administered by the NYFRB (or a successor administrator).

"Sponsor" shall mean Platinum Equity Advisors, LLC and its Affiliates (excluding any operating portfolio company thereof).

"Sponsor Affiliate" shall mean the collective reference to any entities (other than a portfolio company) controlled directly or indirectly by the Sponsor.

"Spot Rate" shall mean the exchange rate, as reasonably determined by the Administrative Agent, that is applicable to conversion of one currency into another currency, which is (a) the exchange rate reported by Bloomberg (or other commercially available source reasonably designated by the Administrative Agent) as of the end of the preceding Business Day in the financial market for the first currency; or (b) if such report is unavailable for any reason, the spot rate for the purchase of the first currency with the second currency as in effect during the preceding Business Day in the Administrative Agent's (or one of its Affiliates') principal foreign exchange trading office for the first currency.

"Subordinated Indebtedness" shall mean any Indebtedness that is expressly subordinated in right of payment to the Obligations.

"Subsidiary" shall mean, as to any Person, (i) any corporation, company (including exempted company) or limited liability company more than 50% of whose stock, shares or other Equity Interests of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person and/or one or more Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a 50% Equity Interest at the time. Where not otherwise specified, "Subsidiary" shall mean a direct or indirect Subsidiary of the Borrower.

"Superpriority Claim" shall mean a claim against any Debtor in any of the Chapter 11 Cases which is an administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code, with priority over any and all other claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) including to the extent allowed under the Bankruptcy Code and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject to entry of a Final Order), 507(a) (other than Section 507(a)(1)), 507(b), 726, 1113 or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment.

"Synthetic Lease" shall mean a lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"Target Person" shall have the meaning provided in Section 10.05.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, assessments or withholdings (including backup withholding), charges or fees imposed by any Governmental Authority, including interest, penalties and additions to tax with respect thereto.

"Term SOFR" shall mean, for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business

Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. (New York City time) on such determination date then Term SOFR shall mean the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto; provided that if Term SOFR determined in accordance with this definition would otherwise be less than 2.00%, Term SOFR shall be deemed 2.00% for purposes of this Agreement.

"Term SOFR Loan" shall mean a Loan that bears interest at a rate based on the definition of "Term SOFR".

"Term SOFR Screen Rate" shall mean the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Threshold Amount" shall mean $3,000,000.

"Transactions" shall mean, collectively, (i) the Chapter 11 Cases, (ii) the entering into of the Credit Documents and the incurrence of Loans on the Closing Date, (iii) the other transactions contemplated by the Restructuring Support Agreement and (iv) the payment of all Transaction Costs.

"Transaction Costs" shall mean the fees, premiums, commissions and expenses payable by the Group Members in connection with the transactions described in the definition of "Transactions".

"Treasury Services Agreement" shall mean any agreement relating to treasury, depositary and cash management services, automated clearinghouse transfer of funds or trade letters of credit.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"UK Financial Institution" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Undisclosed Administration" shall mean, in relation to a DIP Lender or its direct or indirect parent company, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official by a supervisory authority or regulator under or based on the law in the country where such DIP Lender or such parent company is subject to home jurisdiction supervision, if applicable law requires that such appointment not be disclosed.

"Unfunded Pension Liability" of any Plan subject to Title IV of ERISA shall mean the amount, if any, by which the value of the accumulated plan benefits under the Plan determined on a plan termination basis in accordance with actuarial assumptions at such time consistent with those prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds the fair market value of all plan assets of such Plan.

"United States" and "U.S." shall each mean the United States of America.

"Upfront Amount" shall have the meaning provided in Section 4.01(d).

"U.S. Subsidiary" shall mean, as to any Person, any Subsidiary of such Person incorporated, formed or organized under the laws of the United States, any state thereof or the District of Columbia. Unless expressly specified otherwise, references in this Agreement and in any other Credit Document to "U.S. Subsidiary" shall refer to a U.S. Subsidiary of Holdings.

"U.S. GAAP" shall mean generally accepted accounting principles in the United States of America as in effect from time to time; *provided* that determinations made pursuant to this Agreement in accordance with U.S. GAAP are subject (to the extent provided therein) to Section 13.07(a).

"U.S. Government Securities Business Day" shall mean any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"U.S. Person" shall mean a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Trustee" shall have the meaning provided in the DIP Orders.

"U.S. Tax Compliance Certificate" shall have the meaning provided in Section 5.05(c).

"Variance Report" shall have the meaning provided in Section 9.01(f).

"Variance Testing Date" shall mean each Thursday (or, if any Thursday is not a Business Day, the next Business Day thereafter) of each calendar week, beginning with the calendar week following the first Variance Testing Period.

"Variance Testing Period" shall mean (i) the two-week period ending on the second full calendar week of the Initial Approved Budget, (ii) the three-week period ending on the third full calendar week of the Initial Approved Budget, (iii) the four-week period ending on the fourth full calendar week of the Initial Approved Budget and (iv) each subsequent rolling four-week period thereafter of each then-in-effect Approved Budget.

"Weighted Average Life to Maturity" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (x) the amount of each then remaining installment or other required scheduled payments of

principal, including payment at final maturity, in respect thereof, by (y) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment into (ii) the then outstanding principal amount of such Indebtedness.

"Wholly-Owned Subsidiary" shall mean, as to any Person, (i) any corporation, company (including exempted company) or limited liability company 100% of whose capital stock, shares or other Equity Interest is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (ii) any partnership, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person owns 100% of the Equity Interests at such time (other than, in the case of a Foreign Subsidiary with respect to preceding clauses (i) or (ii), director's qualifying shares and/or other nominal amounts of shares required to be held by Persons other than a Group Member under Requirements of Law).

"Wholly-Owned U.S. Subsidiary" shall mean, as to any Person, any Wholly-Owned Subsidiary of such Person which is a U.S. Subsidiary of such Person.

"Write-Down and Conversion Powers" shall mean, (i) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (ii) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"WSFS" shall have the meaning provided in the preamble.

1.02 Terms Generally and Certain Interpretive Provisions. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall"; and the words "asset" and "property" shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement unless the context shall otherwise require. All references herein to Sections, paragraphs, clauses, subclauses, Exhibits and Schedules shall be deemed references to Sections, paragraphs, clauses and subclauses of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless otherwise expressly provided herein, (a) all references to documents, instruments and other agreements (including the Credit Documents and organizational or formation documents) shall be deemed to include all subsequent amendments, restatements, amendments and restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, amendments

and restatements, supplements and other modifications are not prohibited by any Credit Document and (b) references to any law, statute, rule or regulation shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable). Any reference herein or in any other Credit Document to the satisfaction, repayment, or payment in full of the Obligations or the Obligations having been repaid in full, or words of similar import, shall mean (i) the payment or repayment in full in cash of all such Obligations (other than contingent indemnification Obligations for which no claim has been asserted), (ii) [reserved], and (iii) the termination of all of the Commitments of the DIP Lenders. Any references herein to the Borrower that contemplate the delivery of notices or other information hereunder by the Borrower, or the making (or revocation) of requests, elections, consents or determinations hereunder by the Borrower, shall be construed to permit the Group Representative to deliver such notices or other information or make (or revoke) such requests, elections, consents or determinations on behalf of the Borrower.

1.03 Direction of the Required Backstop Lenders. References herein and in the other Credit Documents to a "Direction of the Required Backstop Lenders" shall mean a written direction or instruction from DIP Lenders constituting the Required Backstop Lenders, which may be in the form of an email or other form of written communication and which may come from Akin Gump Strauss Hauer & Feld LLP (and/or such other counsel or advisor engaged by the Required Backstop Lenders). Any such email or other form of written communication from such counsel or advisor shall be conclusively presumed to have been authorized by a written direction or instruction from the Required Backstop Lenders and such counsel or advisor shall be conclusively presumed to have acted on behalf of and at the written direction or instruction from the Required Backstop Lenders (and the Agents shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein and in any other Credit Document to (i) documents, agreements or other matters being "satisfactory," "acceptable," "reasonably satisfactory" or "reasonably acceptable" (or any expression of similar import) to the Required Backstop Lenders, such determination may be communicated by a Direction of the Required Backstop Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Backstop Lenders, such consent, approval or determination may be communicated by a Direction of the Required Backstop Lenders as contemplated above and any reference to an Agent taking an action or omitting to take an action with the "consent" or at the "direction" or "instruction" of the Required Backstop Lenders (or any expressions of similar import) shall be interpreted to include a Direction of the Required Backstop Lenders. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any written direction or instruction that is purported to be a Direction of the Required Backstop Lenders, and no Agent shall have any responsibility to independently determine whether such direction or instruction has in fact been authorized by the Required Backstop Lenders. In addition, any references herein or in the other Credit Documents to any Agent acting "reasonably" or in its "reasonable discretion" at the Direction of the Required Backstop Lenders shall mean that the Required Backstop Lenders shall act reasonably or in their reasonable discretion in so directing the applicable Agent.

1.04 Classification. It is understood and agreed that any Lien, sale, lease or other disposition of assets, Dividend, Indebtedness, Investment, transaction with Affiliates or prepayment of Indebtedness need not be permitted solely by reference to one category of permitted Lien, sale, lease or other disposition of assets, Dividend, Indebtedness, Investment, transactions

with Affiliates or prepayment of Indebtedness under Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07(i), respectively, but may instead be permitted in part under any combination thereof. For purposes of determining compliance at any time with Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07(i), in the event that any Lien, sale, lease or other disposition of assets, Dividend, Indebtedness, Investment, transaction with Affiliates or prepayment of Indebtedness meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07(i), the Borrower or the Group Representative, in its sole discretion, may classify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category.

1.05 Currency Equivalents Generally.

(a) Notwithstanding anything to the contrary in this Agreement, (i) any representation or warranty that would be untrue or inaccurate, (ii) any undertaking that would be breached, (iii) any basket is exceeded or (iv) any event that would constitute a Default or an Event of Default, in each case, solely as a result of fluctuations in applicable currency exchange rates, shall not be deemed to be untrue, inaccurate, breached or so constituted, as applicable, solely as a result of such fluctuations in currency exchange rates.

(b) Reserved.

(c) All references in the Credit Documents to Loans, Obligations and other amounts shall be denominated in Dollars, unless expressly provided otherwise. The Equivalent Amount of any amounts denominated or reported under a Credit Document in a currency other than Dollars shall be determined by the Administrative Agent and shall become effective as of such Revaluation Date and shall be the Equivalent Amount of such amounts until the next Revaluation Date to occur. The Borrower and the Group Representative shall deliver financial statements and calculate financial covenants in Dollars. Notwithstanding anything herein to the contrary, if any Obligation is funded and expressly denominated in a currency other than Dollars, the Borrower shall repay such Obligation in such other currency.

1.06 Divisions.

For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.07 Reserved.

1.08 Interest Rates.

(a) The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to any reference rate referred to herein or with respect to any alternative or successor rate thereto, or replacement rate thereof (including (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.16, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.16(c)(iv)), including whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, Term SOFR or have the same volume or liquidity as did the interbank offered rate prior to its discontinuance or unavailability.

(b) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any DIP Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

Section 2. Amount and Terms of Credit.

2.01 The Commitments.

(a) Subject to and upon the terms and conditions set forth herein and in the DIP Orders, the Fronting Lender, pursuant to the Fronting Arrangement, agrees to make Loans to the Borrower in Dollars in an aggregate principal amount of $120,000,000, which Loans (i) shall be incurred by the Borrower (A) pursuant to a drawing on the Closing Date in an aggregate amount of $62,500,000 (the "Interim DIP Loans") and (B) pursuant to a drawing on or about the Final DIP Order Entry Date in an aggregate amount of $57,500,000 (the "Final DIP Loans"), (ii) shall, except as hereinafter provided, be incurred and maintained as, a Borrowing of Term SOFR Loans and (iii) shall be made by the Fronting Lender in that aggregate principal amount which does not exceed the aggregate (A) Interim DIP Term Loan Commitment on the Closing Date in the case of the Interim DIP Loans or (B) Final DIP Term Loan Commitment on or about the Final DIP Order Entry Date in the case of the Final DIP Loans (before giving effect to the termination thereof

pursuant to Section 4.02(d)). Once repaid, Loans may not be reborrowed. For all purposes herein, the Interim DIP Loans and Final DIP Loans shall constitute Loans of the same class.

(b) Each DIP Lender may, at its option, make or maintain any Loan by causing any domestic or foreign branch or Affiliate of such DIP Lender to make or maintain such Loan; *provided*, that any exercise of such option shall not (i) affect in any manner the obligation of Borrower to repay such Loan in accordance with the terms of this Agreement or (ii) excuse or relieve any DIP Lender from its Commitment to make or maintain any such Loan to the extent not so made by such branch or Affiliate.

2.02 Reserved.

2.03 Notice of Borrowing. The Borrower shall give the Administrative Agent at its Notice Office no later than 11:00 a.m. (New York City time) on the Interim DIP Order Entry Date, in the case of the Interim DIP Loans, or the Final DIP Order Entry Date, in the case of the Final DIP Loans (or in each case such later time as the Required Backstop Lenders shall consent in their sole and absolute discretion, which such consent may be evidenced by e-mail from counsel to the Ad Hoc Group) of the Loans to be made hereunder. Such notice (a "Notice of Borrowing") shall be irrevocable and shall be in writing in the form of Exhibit A, appropriately completed by a Responsible Officer of the Borrower or of the Group Representative to specify: (i) the aggregate principal amount of the Loans to be made pursuant to such Borrowing, which shall be the amount of the aggregate Interim DIP Term Loan Commitments or Final DIP Term Loan Commitments, as applicable, (ii) the date of such Borrowing (which shall be one (1) Business Day following the Interim DIP Order Entry Date or one (1) Business Day following the Final DIP Order Entry Date, as applicable) and (iii) the account of the Borrower into which the proceeds of such Loans shall be deposited or other wire instructions therefor. The Administrative Agent shall promptly give each DIP Lender notice of such proposed Borrowing, of such DIP Lender's proportionate share thereof (determined in accordance with Section 2.07) and of the other matters required by the immediately preceding sentence to be specified in the Notice of Borrowing; provided that (x) in the case of the Interim DIP Loans, such borrowing shall be conditioned upon the entry of the Interim DIP Order and (y) in the case of the Final DIP Loans, such borrowing shall be conditioned upon the entry of the Final DIP Order. With respect to SOFR or Term SOFR, the Administrative Agent will have the right (subject to, if applicable, the Borrower's consultation rights set forth in the definition of "Conforming Changes") to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document; *provided* that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the DIP Lenders reasonably promptly after such amendment becomes effective.

2.04 Disbursement of Funds.

(a) Loans. No later than 1:00 P.M. (New York City time) on the Business Day after (x) the Interim DIP Order Entry Date, in the case of the Interim DIP Loans and (y) the Final DIP Order Entry Date, in the case of the Final DIP Loans, in each case, each DIP Lender with a DIP Term Loan Commitment will make available its *pro rata* portion (determined in accordance

with Section 2.07) of such Borrowing requested to be made on such date. All such amounts will be made available in Dollars and in immediately available funds at the Notice Office, and the Administrative Agent will make all funds so received by it in like funds as received by the Administrative Agent by wire transfer of such funds to the account designated in writing by the Borrower in the Notice of Borrowing; *provided* that at the discretion of the DIP Lenders and the Fronting Lender, such funds may be wired directly by the Fronting Lender to the Borrower. Unless the Administrative Agent shall have been notified by any DIP Lender prior to the date of such Borrowing that such DIP Lender does not intend to make available to the Administrative Agent such DIP Lender's portion of such Borrowing to be made on such date, the Administrative Agent may assume that such DIP Lender has made such amount available to the Administrative Agent on such date of Borrowing and the Administrative Agent may (but shall not be obligated to), in reliance upon such assumption, make available to Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such DIP Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such DIP Lender. If such DIP Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower shall immediately pay such corresponding amount to the Administrative Agent. The Administrative Agent also shall be entitled to recover on demand from such DIP Lender or the Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower until the date such corresponding amount is recovered by the Administrative Agent, at a rate *per annum* equal to (i) if recovered from such DIP Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking rules on interbank compensation and (ii) if recovered from the Borrower, the rate of interest applicable to the relevant Borrowing, as determined pursuant to Section 2.08. Nothing in this Section 2.04 shall be deemed to relieve any DIP Lender from its obligation to make Loans hereunder or to prejudice any rights which the Borrower may have against any DIP Lender as a result of any failure by such DIP Lender to make Loans hereunder.

(b) Reserved.

2.05 Notes.

(a) The Borrower's obligation to pay the principal of, and interest on, the Loans made by each DIP Lender shall be evidenced in the Register maintained by the Administrative Agent pursuant to Section 13.04 and shall, if requested by such DIP Lender, also be evidenced by a promissory note. In such event, the Borrower shall promptly prepare, execute and deliver to such DIP Lender a promissory note payable to such DIP Lender (or, if requested by such DIP Lender, to such DIP Lender and its registered assigns) (each a "Note").

(b) Each DIP Lender will note on its internal records the amount of each Loan made by it and each payment in respect thereof and prior to any transfer of any of its Notes will endorse on the reverse side thereof the outstanding principal amount of Loans evidenced thereby. Failure to make any such notation or any error in such notation shall not affect the Borrower's obligations in respect of such Loans. For the avoidance of doubt, to the extent any conflict arises between the records maintained pursuant to this Section and the Register, the Register shall control.

(c) Notwithstanding anything to the contrary contained above in this Section 2.05 or elsewhere in this Agreement, Notes shall only be delivered to DIP Lenders that at any time specifically request the delivery of such Notes. No failure of any DIP Lender to request or obtain a Note evidencing its Loans to the Borrower shall affect or in any manner impair the obligations of the Borrower to pay the Loans (and all related Obligations) incurred by the Borrower which would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the security or guarantees therefor provided pursuant to the various Credit Documents. Any DIP Lender that does not have a Note evidencing its outstanding Loans shall in no event be required to make the notations otherwise described in the preceding clause (b). At any time when any DIP Lender requests the delivery of a Note to evidence any of its Loans, the Borrower shall promptly execute and deliver to the respective DIP Lender the requested Note in the appropriate amount or amounts to evidence such Loans.

2.06 Interest Rate Continuations. Except as otherwise expressly provided in this Agreement, at the end of each Interest Period, the Loans shall be automatically be continued as Term SOFR Loans with an Interest Period of one (1) month.

2.07 Pro Rata Borrowings. All Borrowings of each tranche of Loans under this Agreement, subject to Section 2.10(d), shall be incurred from the DIP Lenders *pro rata* on the basis of such DIP Lenders' Commitments with respect to such tranche. No DIP Lender shall be responsible for any default by any other DIP Lender of its obligation to make Loans hereunder, and each DIP Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other DIP Lender to make its Loans hereunder.

2.08 Interest.

(a) [Reserved].

(b) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Term SOFR Loan made to the Borrower from the date of Borrowing thereof until the maturity thereof (whether by acceleration or otherwise) at a rate *per annum* which shall, during each Interest Period applicable thereto, be equal to the sum of the Applicable Margin plus the applicable Term SOFR for such Interest Period.

(c) Upon the occurrence and during the continuance of any Event of Default, at the written election of the Required DIP Lenders (which may apply retroactively to the date such Event of Default shall have first occurred), all principal, interest and all other amounts due in respect of the Obligations shall bear interest at a rate *per annum* equal to the interest rate described in clause (b) above *plus* 2.00%, in each case with such interest to be payable on demand.

(d) Accrued (and theretofore unpaid) interest shall be calculated daily and payable (i) on each Interest Payment Date and (ii) on (x) the date of any prepayment or repayment thereof (on the amount prepaid or repaid), (y) at maturity (whether by acceleration or otherwise) and (z) after such maturity, on demand.

(e) Upon each Interest Determination Date, the Administrative Agent shall determine Term SOFR for each Interest Period applicable to the respective Term SOFR Loans and

shall promptly notify the Borrower and the DIP Lenders thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

(f) All interest hereunder and any Fees hereunder shall be computed on the basis of a year of 360 days. The applicable Term SOFR shall be determined by the Administrative Agent in accordance with the provisions of this Agreement and such determination shall be conclusive absent manifest error. All accrued interest which for any reason has not theretofore been paid shall be paid in full on the date on which the final principal amount of the Loans is repaid unless otherwise provided in a Plan of Reorganization that is reasonably acceptable to the Required DIP Lenders.

2.09 Interest Periods. The initial one-month interest period with respect to the Loans will commence upon the funding thereof and each subsequent one-month interest period will be effected automatically in accordance with Section 2.06 (each such interest period, an "Interest Period"); *provided* that (in each case):

(i) all Term SOFR Loans comprising a Borrowing shall at all times have the same Interest Period;

(ii) the initial Interest Period for any Term SOFR Loan shall commence on the date of Borrowing of such Term SOFR Loan and each Interest Period occurring thereafter in respect of such Term SOFR Loan shall commence on the day on which the next preceding Interest Period applicable thereto expires;

(iii) if any Interest Period for a Term SOFR Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month; and

(iv) if any Interest Period for a Term SOFR Loan would otherwise expire on a day which is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; *provided*, *however*, that if any Interest Period for a Term SOFR Loan would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day.

2.10 Increased Costs, Illegality, etc.

(a) [Reserved].

(b) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any DIP Lender (except any such reserve requirement reflected in Term SOFR);

(ii) impose on any DIP Lender or the applicable interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such DIP Lender; or

(iii) subject any DIP Lender or the Administrative Agent to any Taxes (other than (A) Indemnified Taxes, (B) Excluded Taxes or (C) Other Taxes) with respect to its loans, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such DIP Lender or the Administrative Agent of making, continuing, converting or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such DIP Lender or the Administrative Agent hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such DIP Lender or the Administrative Agent, as the case may be, such additional amount or amounts as will compensate such DIP Lender or the Administrative Agent, as the case may be, for such additional costs incurred or reduction suffered.

(c) If any DIP Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such DIP Lender's capital or on the capital of such DIP Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such DIP Lender, to a level below that which such DIP Lender or such DIP Lender's holding company could have achieved but for such Change in Law (taking into consideration such DIP Lender's policies and the policies of such DIP Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such DIP Lender such additional amount or amounts as will compensate such DIP Lender or such DIP Lender's holding company for any such reduction suffered.

(d) If any DIP Lender determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any DIP Lender or its applicable lending office to make, maintain or fund Term SOFR Loans, or to determine or charge interest rates based upon Term SOFR, then, on notice thereof by such DIP Lender to the Borrower through the Administrative Agent, any obligation of such DIP Lender to make or continue Term SOFR Loans shall be suspended until such DIP Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such DIP Lender (with a copy to the Administrative Agent), prepay all affected Term SOFR Loans, either on the last day of the Interest Period therefor, if such DIP Lender may lawfully continue to maintain such Term SOFR Loans to such day, or immediately if such DIP Lender may not lawfully continue to maintain such Term SOFR Loans. Upon any such prepayment, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

(e) A certificate of a DIP Lender or the Administrative Agent setting forth the amount or amounts necessary to compensate such DIP Lender or the Administrative Agent or its holding company, as the case may be, as specified in clause (b) or (c) of this Section, and certifying that it is the general practice and policy of such DIP Lender to demand such compensation from similarly situated borrowers in similar circumstances at such time to the extent it is legally permitted to do so, shall be delivered to the Borrower and shall be conclusive absent manifest

error. The Borrower shall pay such DIP Lender or the Administrative Agent, as the case may be, the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

(f) Failure or delay on the part of any DIP Lender or the Administrative Agent to demand compensation pursuant to this Section 2.10 shall not constitute a waiver of such DIP Lender's or the Administrative Agent's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a DIP Lender or the Administrative Agent pursuant to this Section 2.10 for any increased costs or reductions incurred more than 180 days prior to the date that such DIP Lender or the Administrative Agent, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such DIP Lender's or the Administrative Agent's intention to claim compensation therefor; *provided*, *further*, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

2.11 Compensation. The Borrower agrees to compensate each DIP Lender, upon its written request (which request shall set forth in reasonable detail the basis for requesting such compensation and the calculation of the amount of such compensation; it being understood that no DIP Lender shall be required to disclose (i) any confidential or price sensitive information or (ii) any other information, to the extent prohibited by any Requirement of Law), for all losses, expenses and liabilities (including, any loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such DIP Lender to fund its Term SOFR Loans but excluding loss of anticipated profits (and without giving effect to the minimum "Term SOFR")) which such DIP Lender may sustain: (i) if for any reason (other than a default by such DIP Lender or the Administrative Agent) a Borrowing of Term SOFR Loans does not occur on a date specified therefor in a Notice of Borrowing; (ii) if any prepayment or repayment (including any prepayment or repayment made pursuant to Section 5.02 or as a result of an acceleration of the Loans pursuant to Section 11) occurs on a date which is not the last day of an Interest Period with respect thereto; (iii) if any prepayment of any Term SOFR Loans is not made on any date specified in a Notice of Loan Prepayment given by the Borrower; or (iv) as a consequence of any other default by the Borrower to repay Term SOFR Loans when required by the terms of this Agreement or any Note held by such DIP Lender.

2.12 Change of Lending Office. Each DIP Lender agrees that on the occurrence of any event giving rise to the operation of Section 2.10(b), (c) or (d) or Section 5.05 with respect to such DIP Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such DIP Lender) to designate another lending office for any Loans affected by such event; *provided* that such designation is made on such terms that such DIP Lender and its lending office suffer no economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any DIP Lender provided in Sections 2.10 and 5.05.

2.13 Replacement of DIP Lenders. (x) If any DIP Lender becomes a Defaulting Lender, (y) upon the occurrence of an event giving rise to the operation of Section 2.10(b), (c) or (d) or Section 5.05 with respect to such DIP Lender or (z) in the case of a refusal by a DIP Lender to consent to proposed changes, waivers, discharges or terminations with respect to this Agreement

which have been approved by the Required DIP Lenders as (and to the extent) provided in Section 13.12(b), the Borrower shall have the right to replace such DIP Lender (the "Replaced Lender") with one or more other Eligible Transferees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") and each of whom shall be required to be reasonably acceptable to the Administrative Agent (to the extent the Administrative Agent's consent would be required for an assignment to such Replacement Lender pursuant to Section 13.04); *provided* that (i) at the time of any replacement pursuant to this Section 2.13, the Replacement Lender shall enter into one or more Assignment and Assumption Agreements pursuant to Section 13.04(b) (and with all fees payable pursuant to said Section 13.04(b) to be paid by the Replacement Lender and/or the Replaced Lender (as may be agreed to at such time by and among the Borrower, the Replacement Lender and the Replaced Lender)) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Loans of the Replaced Lender and, in connection therewith, shall pay to (x) the Replaced Lender in respect thereof an amount equal to the sum of (I) an amount equal to the principal of, and all accrued interest on, all outstanding Loans of the respective Replaced Lender under each tranche with respect to which such Replaced Lender is being replaced and (II) an amount equal to all accrued, but theretofore unpaid, Fees owing to the Replaced Lender pursuant to Section 4.01, (ii) all obligations of the Borrower due and owing to the Replaced Lender at such time (other than those specifically described in clause (i) above in respect of which the assignment purchase price has been, or is concurrently being, paid) shall be paid in full in cash to such Replaced Lender concurrently with such replacement; upon receipt by the Replaced Lender of all amounts required to be paid to it pursuant to this Section 2.13, the Administrative Agent shall be entitled (but not obligated) and authorized to execute an Assignment and Assumption Agreement on behalf of such Replaced Lender, and any such Assignment and Assumption Agreement so executed by the Administrative Agent and the Replacement Lender shall be effective for purposes of this Section 2.13 and Section 13.04 and (iii) in the case of any assignment resulting from clause (y) above, such assignment will result in a reduction in such compensation or payments thereafter. Upon the execution of the respective Assignment and Assumption Agreement, the payment of amounts referred to in clauses (i) and (ii) above, recordation of the assignment on the Register pursuant to Section 13.04 and, if so requested by the Replacement Lender, delivery to the Replacement Lender of the appropriate Note or Notes executed by the Borrower, the Replacement Lender shall become a DIP Lender hereunder and the Replaced Lender shall cease to constitute a DIP Lender hereunder, except with respect to indemnification provisions under this Agreement (including, Sections 2.10, 2.11, 5.05, 12.07 and 13.01), which shall survive as to such Replaced Lender with respect to actions or occurrences prior to it ceasing to be a DIP Lender hereunder.

2.14 Reserved.

2.15 Reserved.

2.16 Inability to Determine Rates for Loans.

(a) If in connection with any request for a Term SOFR Loan or in connection with the automatic continuation thereof, (i) the Administrative Agent determines that (x) adequate and reasonable means do not exist for determining the Term SOFR for any requested or required Interest Period with respect to a proposed Term SOFR Loan and (y) the circumstances described in Section 2.16(c) do not apply, or (ii) the Administrative Agent or the Required DIP Lenders

determine that for any reason the Term SOFR for any requested or required Interest Period with respect to a proposed Term SOFR Loan does not adequately and fairly reflect the cost to such DIP Lenders of funding such Term SOFR Loan, the Administrative Agent will promptly so notify the Borrower and each DIP Lender. Thereafter, the obligation of the DIP Lenders to make or maintain Term SOFR Loans shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods) until the Administrative Agent (or, in the case of a determination by the Required DIP Lenders described in clause (ii) of Section 2.16(a), until the Administrative Agent upon instruction of the Required DIP Lenders) revokes such notice.

(b) [Reserved].

(c) Notwithstanding anything to the contrary herein or in any other Credit Document:

(i) [Reserved].

(ii) Upon the occurrence of a Benchmark Transition Event, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the DIP Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from DIP Lenders comprising the Required DIP Lenders (and any such objection shall be conclusive and binding absent manifest error).

(iii) At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, any automatic continuation of Loans that would bear interest by reference to such Benchmark will be suspended until the Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark.

(iv) In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent (acting at the Direction of the Required Backstop Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(v) The Administrative Agent will promptly notify the Borrower and the DIP Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination,

decision or election that may be made by the Administrative Agent pursuant to this Section 2.16(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.16(c).

(vi) At any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including Term SOFR), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (B) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

2.17 Reserved.

2.18 Reserved.

2.19 Reserved.

2.20 Reserved.

2.21 Reserved.

2.22 Sponsor and Affiliate Loan Purchases. Notwithstanding anything to the contrary in this Agreement, none of the Sponsor, any Sponsor Affiliate or any Group Member may be an assignee in respect of Loans.

2.23 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any DIP Lender becomes a Defaulting Lender, then, until such time as that DIP Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required DIP Lenders" or "Required Backstop Lenders" and Section 13.12.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether mandatory, at maturity, pursuant to Section 11 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 13.02 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, [reserved]; *third*, [reserved]; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof

as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released *pro rata* in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *sixth*, to the payment of any amounts owing to the DIP Lenders as a result of any judgment of a court of competent jurisdiction obtained by any DIP Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the DIP Lenders *pro rata* in accordance with the Commitments hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.23(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each DIP Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a DIP Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that DIP Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other DIP Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held *pro rata* by the DIP Lenders in accordance with the Commitments, whereupon such DIP Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that DIP Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to DIP Lender will constitute a waiver or release of any claim of any party hereunder arising from that DIP Lender's having been a Defaulting Lender.

2.24 Priority and Liens.

(a) Each of the Credit Parties hereby covenants and agrees that, subject to entry of the Orders and subject to the Carve Out, the Prepetition Permitted Liens and the Post-Petition Permitted Priority Liens, the Obligations (i) pursuant to section 364(c)(1) of the Bankruptcy Code, shall at all times constitute allowed Superpriority Claims in the Chapter 11 Cases, having the priority set forth in the Orders and (ii) pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, shall at all times be secured by valid, binding, enforceable, and automatically and fully and properly perfected Liens on, and security interests in, the Collateral (except to the extent limited under non-U.S. law), in each case, having the priorities over the

Collateral set forth in the Orders and, with respect to clauses (i) and (ii) above, the corresponding provisions of the Orders are incorporated by reference herein as if such provisions appeared herein, *mutatis mutandis*.

(b) In accordance with the Orders, all of the Liens described in this Section 2.24 shall be effective and perfected upon entry of the Interim DIP Order (except to the extent limited under non-U.S. law), without the necessity of the execution, recordation or filings by the Debtors of security agreements, control agreements, intellectual property security agreements, mortgages, legal opinions, pledge agreements, financing statements or other similar documents, or the possession or control by any Agent of, or over, any Collateral, as set forth in the Interim DIP Order and no DIP Security Documents or filings shall be made under any non-U.S. jurisdiction in connection with the Credit Documents.

Section 3. Reserved.

Section 4. Fees; Reductions of Commitment.

4.01 Fees.

(a) Reserved.

(b) Administrative Agent Fees. The Borrower agrees to pay to the Administrative Agent, for its own account, the fees set forth in the Agency Fee Letter or such other fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) Backstop Amount. The Borrower agrees to pay to the Fronting Lender, for the *pro rata* benefit of the Backstop Lenders, a backstop amount equal to 7.50% of the DIP Term Loan Commitments held by the Backstop Lenders under the DIP Commitment Letter (the "Backstop Amount"), which shall be paid in-kind on the Closing Date by capitalizing and adding the Backstop Amount to the principal amount of the Loans made by the Fronting Lender on the Closing Date (and the Fronting Lender shall subsequently assign the Backstop Amount to the applicable Backstop Lenders pursuant to the Fronting Arrangement).

(d) Upfront Amount. The Borrower agrees to pay to the Fronting Lender, for the *pro rata* benefit of the DIP Lenders, an upfront amount equal to 2.00% of the DIP Term Loan Commitments (the "Upfront Amount"), which shall be paid in-kind (i) with respect to the Interim DIP Loans, on the Closing Date by capitalizing and adding the applicable portion of the Upfront Amount to the principal amount of the Interim DIP Loans and (ii) with respect to the Final DIP Loans, on the funding date thereof by capitalizing and adding the applicable portion of the Upfront Amount to the principal amount of the Final DIP Loans (and, in each case, the Fronting Lender shall subsequently assign the Upfront Amount to the applicable DIP Lenders pursuant to the Fronting Arrangement).

4.02 Reduction of Commitments.

(a) [Reserved].

(b) [Reserved].

(c) [Reserved].

(d) The Interim DIP Term Loan Commitment shall terminate in its entirety after the funding of all Interim DIP Loans on the Closing Date. The Final DIP Term Loan Commitment shall terminate in its entirety after the funding of all Final DIP Loans on or about the Final DIP Order Entry Date.

Section 5. Prepayments; Payments; Taxes.

5.01 Voluntary Prepayments. The Borrower may not voluntarily prepay any Loans, in whole or in part, prior to the Maturity Date.

5.02 Mandatory Repayments. Subject to the Prepetition ABL/Fixed Asset Intercreditor Agreement (with respect to Net Sale Proceeds, Net Insurance Proceeds or Net Extraordinary Receipt Proceeds of any Prepetition ABL Collateral) and the Orders:

(a) In addition to any other mandatory repayments pursuant to this Section 5.02, on the date upon which the Borrower or any other Group Member receives any Net Sale Proceeds from the disposition of all or substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, an amount equal to 100% of the Net Sale Proceeds therefrom, after funding the Carve Out and a wind-down budget reasonably acceptable to the Required DIP Lenders, shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h).

(b) In addition to any other mandatory repayments pursuant to this Section 5.02, within ten (10) days following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any Net Sale Proceeds from any other Asset Sale of Collateral, an amount equal to 100% of the Net Sale Proceeds therefrom, *minus* Net Sale Proceeds that are reinvested by any Debtor in fixed assets used or useful in the business of the Debtors on or prior to the date that is sixty (60) calendar days after receipt of such Net Sale Proceeds to the extent (x) contemplated in an Approved Budget or (y) otherwise approved by the Required DIP Lenders in their reasonable discretion (*provided* that within five (5) Business Days after such sixty (60) calendar day period, any such Net Sale Proceeds not reinvested will be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h)), shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h); *provided*, *however*, with respect to an aggregate amount of no more than $1,000,000 of such Net Sale Proceeds (taken together with Net Extraordinary Receipts Proceeds as described in clause (e) below and Net Insurance Proceeds as described in clause (f) below) received by the Group Members in any fiscal year of the Borrower, such Net Sale Proceeds shall not be required to be so applied or used to make mandatory repayments of Loans and any required prepayment shall be only the amount in excess thereof.

(c) In addition to any other mandatory repayments pursuant to this Section 5.02, within one (1) Business Day following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any cash proceeds from any issuance or

incurrence of Indebtedness (other than Indebtedness permitted to be incurred pursuant to Section 10.04), an amount equal to 100% of the Net Debt Proceeds therefrom shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h).

(d) [Reserved].

(e) In addition to any other mandatory repayments pursuant to this Section 5.02, within ten (10) days following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any Net Extraordinary Receipts Proceeds from any Extraordinary Receipts, an amount equal to 100% of the Net Extraordinary Receipts Proceeds therefrom, *minus* Net Extraordinary Receipts Proceeds that are reinvested by any Debtor in fixed assets used or useful in the business of the Debtors on or prior to the date that is sixty (60) calendar days after receipt of such Net Extraordinary Receipts Proceeds to the extent (x) contemplated in an Approved Budget or (y) otherwise approved by the Required DIP Lenders in their reasonable discretion (*provided* that within five (5) Business Days after such sixty (60) calendar day period, any such Net Extraordinary Receipts Proceeds not reinvested will be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h)) shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h); *provided*, *however*, with respect to an aggregate amount of no more than $1,000,000 of such Net Extraordinary Receipts Proceeds (taken together with Net Sale Proceeds as described in clause (b) above and Net Insurance Proceeds as described in clause (f) below) received by the Group Members in any fiscal year of the Borrower, such Net Extraordinary Receipts Proceeds shall not be required to be so applied or used to make mandatory repayments of Loans and any required prepayment shall be only the amount in excess thereof.

(f) In addition to any other mandatory repayments pursuant to this Section 5.02, within ten (10) days following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any Net Insurance Proceeds from any Recovery Event, an amount equal to 100% of the Net Insurance Proceeds from such Recovery Event, *minus* Net Insurance Proceeds that are reinvested by any Debtor in fixed assets used or useful in the business of the Debtors on or prior to the date that is sixty (60) calendar days after receipt of such Net Insurance Proceeds to the extent (x) contemplated in an Approved Budget or (y) otherwise approved by the Required DIP Lenders in their reasonable discretion (provided that within five (5) Business Days after such sixty (60) calendar day period, any such Net Insurance Proceeds not reinvested will be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h)), shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h); *provided*, *however*, with respect to an aggregate amount of no more than $1,000,000 of such Net Insurance Proceeds (taken together with Net Sale Proceeds as described in clause (b) above and Net Extraordinary Receipts Proceeds as described in clause (e) above) received by the Group Members in any fiscal year of the Borrower, such Net Insurance Proceeds shall not be required to be so applied or used to make mandatory repayments of Loans and any required prepayment shall be only the amount in excess thereof.

(g) Each amount required to be applied pursuant to Sections 5.02(a), (b), (c), (e) and (f) in accordance with this Section 5.02(g) shall be applied in the following order of priority (subject to the Prepetition ABL/Fixed Asset Intercreditor Agreement with respect to any

Prepetition ABL Collateral), after giving effect to the Carve Out and any other payments required pursuant to the DIP Orders:

(i) first, to pay all reasonable and documented out-of-pocket expenses of the Administrative Agent and the Backstop Lenders (including fees and expenses of counsel and external advisors allocated to the Chapter 11 Cases);

(ii) second, to pay an amount equal to all accrued and unpaid interest owing to the DIP Lenders holding Loans;

(iii) third, to repay any principal amounts outstanding in respect of the Loans;

(iv) fourth, to pay all other amounts owing to the DIP Lenders and the Administrative Agent; and

(v) last, the balance, if any, to the Borrower or as otherwise required by law.

(h) With respect to each repayment of Loans required by this Section 5.02, such repayment shall be applied *pro rata* among the Loans.

(i) In addition to any other mandatory repayments pursuant to this Section 5.02, the Borrower shall be required to repay, in full and in cash, to the Administrative Agent for the ratable account of the DIP Lenders on the Maturity Date (whether by acceleration or otherwise), the aggregate principal amount of all Loans and other Obligations that remain outstanding on such date, and the Secured Creditors shall be entitled to immediate payment of such Obligations without further application to or order of the Bankruptcy Court.

(j) [Reserved].

(k) The Borrower shall notify the Administrative Agent in writing of any mandatory repayment of Loans required to be made pursuant to Section 5.02(b), (e) or (f) at least three (3) Business Days prior to the date of such repayment. Each such notice shall specify the date of such repayment and provide a reasonably detailed calculation of the amount of such repayment. The Administrative Agent will promptly notify the DIP Lenders of the contents of the Borrower's Notice of Loan Prepayment and of such DIP Lender's *pro rata* share of any repayment. Each DIP Lender may reject all or a portion of its *pro rata* share of any mandatory repayment (such declined amounts, the "Initial Declined Proceeds") of Loans required to be made pursuant to Section 5.02(b), (e) or (f) by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrower no later than 5:00 P.M. (New York City time) on the Business Day after the date of such DIP Lender's receipt of notice from the Administrative Agent regarding such repayment (the "Rejection Notice Deadline"). Each Rejection Notice from a given DIP Lender shall specify the principal amount of the mandatory repayment of Loans to be rejected by such DIP Lender. If a DIP Lender fails to deliver such Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Loans to be rejected, any such failure will be deemed an acceptance of the total

amount of such mandatory repayment of Loans to which such DIP Lender is otherwise entitled. On the first Business Day after the Rejection Notice Deadline, the Administrative Agent shall inform each DIP Lender that did not deliver a Rejection Notice (each, an "Accepting Lender") of the amount of Initial Declined Proceeds, at which point each such Accepting Lender may elect to accept or reject all or a portion of its *pro rata share* of the Initial Declined Proceeds as a mandatory repayment by providing written notice (an "Excess Declined Proceeds Notice") to the Administrative Agent and the Borrower no later than 5:00 P.M. (New York City time) on the Business Day after the date of such DIP Lender's receipt of notice from the Administrative Agent regarding such repayment. Each such Excess Declined Proceeds Notice from an Accepting Lender shall specify the principal amount of the Initial Declined Proceeds to be accepted or rejected by such Accepting Lender. If an Accepting Lender fails to deliver such Excess Declined Proceeds Notice to the Administrative Agent within the time frame specified above or such Excess Declined Proceeds Notice fails to specify the principal amount of the Loans to be accepted, any such failure will be deemed a rejection of the total amount of such portion of the Initial Declined Proceeds to which such Accepting Lender is otherwise entitled.

5.03 Reserved.

5.04 Method and Place of Payment.

(a) All payments under this Agreement and under any Note with respect to any Loans denominated in Dollars shall be made (i) to the Administrative Agent at its Notice Office for the account of the DIP Lender or DIP Lenders entitled thereto, or, except as otherwise specifically provided herein, directly to such DIP Lender or DIP Lenders, in each case, not later than 2:00 p.m. (New York City time) on the date when due (or, in connection with any prepayment of all outstanding Loans, such later time on the specified prepayment date as the Administrative Agent (acting at the Direction of the Required Backstop Lenders) may agree), (ii) in Dollars in immediately available funds and (iii) free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Without limiting the generality of the foregoing, the Administrative Agent (acting at the Direction of the Required Backstop Lenders) may require that any payments due under this Agreement be made in the United States. Any payment received after such time on such date referred to in the first sentence of this Section 5.04 shall, at the option of the Administrative Agent (acting at the Direction of the Required Backstop Lenders), be deemed to have been received on the next Business Day. Whenever any payment to be made hereunder or under any Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the DIP Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the DIP Lenders the amount due.

(b) Obligations of DIP Lenders Several. The obligations of the DIP Lenders hereunder to make Loans and to make payments pursuant to Section 12.07 are several and not joint. The failure of any DIP Lender to make any Loan or to make any payment under Section 12.07 on any date required hereunder shall not relieve any other DIP Lender of its corresponding

obligation to do so on such date, and no DIP Lender shall be responsible for the failure of any other DIP Lender to so make its Loan or to make its payment under Section 12.07.

5.05 Net Payments.

(a) All payments made by or on account of any Credit Party under any Credit Document shall be made free and clear of, and without deduction or withholding for, any Taxes, except as required by applicable Requirements of Law. If any Taxes are required to be withheld or deducted in respect of any such payments, then the Credit Parties jointly and severally agree that (i) to the extent such deduction or withholding is on account of an Indemnified Tax or Other Tax, the sum payable by the applicable Credit Party shall be increased as necessary so that after all required deductions or withholdings (including deduction or withholdings applicable to additional sums payable under this Section 5.05) have been made by the applicable withholding agent, the applicable DIP Lender (or, in the case of payments made to the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent will make such deductions or withholdings, and (iii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Requirements of Law. In addition, the Credit Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law. The Credit Parties will furnish to the Administrative Agent, as soon as reasonably practicable, and in any event within forty-five (45) days after the date the payment by any of them of any Taxes pursuant to this Section 5.05 is due pursuant to applicable Requirements of Law, certified copies of tax receipts evidencing such payment by the applicable Credit Party, or other evidence of such payment reasonably satisfactory to the Administrative Agent. Without duplication of amounts compensated pursuant to the other provisions of this Section 5.05, the Credit Parties shall jointly and severally indemnify and hold harmless the Administrative Agent and each DIP Lender, and reimburse the Administrative Agent and each DIP Lender, within ten (10) Business Days of written request therefor, for the amount of any Indemnified Taxes or Other Taxes (including any Indemnified Taxes or Other Taxes imposed on amounts payable under this Section 5.05) payable or paid by the Administrative Agent or such DIP Lender or required to be withheld or deducted from a payment to the Administrative Agent or such DIP Lender, and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered by a DIP Lender or by the Administrative Agent on behalf of a DIP Lender shall be conclusive absent manifest error.

(b) Any DIP Lender that is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under any Credit Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent, certifying as to any entitlement of such DIP Lender to an exemption from, or a reduced rate of, withholding Tax. In addition, each DIP Lender shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower or the

Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether such DIP Lender is subject to backup withholding or information reporting requirements. Each DIP Lender shall, whenever a lapse in time or change in circumstances renders any such documentation form or certification it previously delivered to the Borrower and the Administrative Agent expired, obsolete or inaccurate in any respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so. Notwithstanding anything to the contrary in this Section 5.05(b), the completion, execution and submission of such documentation (other than such documentation set forth in clauses (x)(i)–(iv), (y) and (z) of Section 5.05(c)) shall not be required if in the DIP Lender's reasonable judgment such completion, execution or submission would subject such DIP Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such DIP Lender.

(c) Without limiting the generality of the foregoing: (x) each DIP Lender that is not a U.S. Person shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent on or prior to the Closing Date or, in the case of a DIP Lender that is an assignee or transferee of an interest under this Agreement pursuant to Section 2.13 or 13.04(b) (unless the relevant DIP Lender was already a DIP Lender hereunder immediately prior to such assignment or transfer), on the date of such assignment or transfer to such DIP Lender, and in each case from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent, whichever of the following is applicable: (i) a duly executed IRS Form W-8BEN or W-8BEN-E claiming the benefits of an income tax treaty to which the United States is a party; (ii) a duly executed original of IRS Form W-8ECI; (iii) in the case of such a DIP Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit C-1 to the effect that such DIP Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower, as described in Section 881(c)(3)(C) of the Code and that no payments under any Credit Documents are effectively connected with such DIP Lender's conduct of a U.S. trade or business (a "U.S. Tax Compliance Certificate") and (B) a duly executed IRS Form W-8BEN or W-8BEN-E; (iv) to the extent such DIP Lender is not the beneficial owner (for example, where the DIP Lender is a partnership or a participating DIP Lender), a duly executed IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2 or Exhibit C-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the applicable DIP Lender is a partnership (and not a participating DIP Lender) and one or more direct or indirect partners of such DIP Lender are claiming the portfolio interest exemption, such DIP Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-4 on behalf of such direct or indirect partner(s); (v) any other documentation prescribed by applicable Requirements of Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly executed, together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; (y) each DIP Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent, on or prior to the date

on which such DIP Lender becomes a DIP Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), a duly executed IRS Form W-9 certifying that such DIP Lender is exempt from U.S. federal backup withholding Tax; and (z) if any payment made to a DIP Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such DIP Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such DIP Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by applicable Requirements of Law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with their obligations under FATCA, to determine whether such DIP Lender has complied with such DIP Lender's obligations under FATCA and to determine, if necessary, the amount to deduct and withhold from such payment. Solely for purposes of this Section 5.05(c)(z), "FATCA" shall include any amendment made to FATCA after the Closing Date.

Each DIP Lender authorizes the Administrative Agent to deliver to the Borrower and to any successor Administrative Agent any documentation provided by the DIP Lender to the Administrative Agent pursuant to Section 5.05(b) or this Section 5.05(c).

Notwithstanding any other provision of this Section 5.05, a DIP Lender shall not be required to deliver any documentation that such DIP Lender is not legally eligible to deliver.

(d) If the Administrative Agent or any DIP Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the Credit Parties or with respect to which a Credit Party has paid additional amounts pursuant to Section 5.05(a), it shall pay to the relevant Credit Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Credit Party under Section 5.05(a) with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses, including any Taxes, of the Administrative Agent or such DIP Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the relevant Credit Party, upon the request of the Administrative Agent or such DIP Lender, shall repay the amount paid over to such Credit Party (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such DIP Lender in the event the Administrative Agent or such DIP Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 5.05(d), in no event will the Administrative Agent or any DIP Lender be required to pay any amount to any Credit Party pursuant to this Section 5.05(d) to the extent such payment would place the Administrative Agent or such DIP Lender in a less favorable position (on a net after-Tax basis) than such party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. Nothing in this Section 5.05(d) shall be construed to obligate the Administrative Agent or any DIP Lender to disclose its Tax returns or any other information regarding its Tax

affairs or computations to any Person or otherwise to arrange its Tax affairs in any manner other than as it determines in its sole discretion.

(e) [Reserved].

(f) On or prior to the date it becomes a party to this Agreement, the Administrative Agent shall deliver to the Borrower either (i) two duly completed originals of IRS Form W-9, or (ii) if the Administrative Agent is not a U.S. Person (a) two duly completed originals of IRS Form W-8ECI with respect to payments to be received under the Credit Documents for its own account and (b) with respect to payments received on account of any DIP Lender, two duly completed originals of IRS Form W-8IMY evidencing its agreement with the Borrower to be treated as a U.S. Person for U.S. federal withholding Tax purposes and assuming primary responsibility for U.S. federal income Tax withholding. Notwithstanding anything to the contrary in this Section 5.05(f), the Administrative Agent shall not be required to deliver any documentation pursuant to this Section 5.05(f) that the Administrative Agent is not legally eligible to deliver as a result of a Change in Law after the Closing Date.

(g) The agreements in this Section 5.05 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a DIP Lender and the repayment, satisfaction or discharge of all other Obligations.

Section 6. Conditions Precedent to the Interim DIP Loans.

The obligation of each DIP Lender (including the Fronting Lender) to fund any Interim DIP Loans on the Closing Date is subject at the time of the making of such Loans to the satisfaction (or waiver by the Required Backstop Lenders) of the following conditions:

6.01 Credit Agreement. On the Closing Date, Holdings and the Borrower shall have executed and delivered to the Administrative Agent a counterpart of this Agreement.

6.02 Reserved.

6.03 Reserved.

6.04 Corporate Documents; Proceedings, etc.

(a) On the Closing Date, the Administrative Agent shall have received a certificate from each (i) U.S. Credit Party, dated the Closing Date, signed by the secretary or assistant secretary of such U.S. Credit Party, and attested to by a Responsible Officer of such U.S. Credit Party, with appropriate insertions, together with copies of the certificate or articles of incorporation and by-laws or certificate of registration and limited liability company agreement (or equivalent organizational or formation documents), as applicable, of such U.S. Credit Party and the resolutions of the governing body (including an independent director of the board of the Borrower) of such U.S. Credit Party referred to in such certificate, and each of the foregoing shall be in customary form with the certification as to the satisfaction of the conditions in Sections 6.14 and 6.18 and (ii) each Credit Party formed and/or registered in the Cayman Islands, dated the Closing Date, signed by the manager or a Responsible Officer of such Credit Party, with appropriate insertions, together with copies of the certificate or articles of incorporation and by-

laws or certificate of registration and limited liability company agreement, section 5 statement and section 8 statement(s) (if any) (or equivalent organizational or formation documents), as applicable, of such Credit Party, and the resolutions of the manager of such Credit Party referred to in such certificate, and each of the foregoing shall be in customary form with the certification as to the satisfaction of the conditions in Sections 6.14 and 6.18.

(b) The Administrative Agent shall have received good standing certificates (or equivalent evidence) and, if applicable, bring-down letters or facsimiles, if any, for the Credit Parties from their respective jurisdictions of incorporation, organization or formation (as applicable) which the Administrative Agent (acting at the Direction of the Required Backstop Lenders) reasonably may have requested.

6.05 Reserved.

6.06 Reserved.

6.08 Reserved.

6.09 DIP Security Agreement. On the Closing Date, each Credit Party shall have executed and delivered to the Collateral Agent the DIP Security Agreement substantially in the form of Exhibit G (as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time, the "DIP Security Agreement") covering all of such Credit Party's present and future Collateral referred to therein.

6.10 DIP Guaranty Agreement. On the Closing Date, each Guarantor shall have executed and delivered the DIP Guaranty Agreement substantially in the form of Exhibit H (as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time, the "DIP Guaranty Agreement").

6.11 Reserved.

6.12 Reserved.

6.13 Expenses. On or prior to the Closing Date, the Borrower shall have paid all reasonable and documented out-of-pocket fees and expenses (whether accrued before or after the Petition Date) of (x) the Prepetition Secured Parties entitled to reimbursement under the Prepetition Debt Agreements (and subject to any limitations set forth therein) and permitted to be paid under the Restructuring Support Agreement and (y) the Administrative Agent and the Backstop Lenders (taken as a whole), relating to the Debtors, the Chapter 11 Cases, the Restructuring Support Agreement, this Agreement and the Prepetition Debt Agreements, limited to the reasonable and documented out-of-pocket fees and expenses of the Designated Advisors, in each case, solely to the extent invoiced at least one (1) Business Day prior to the Closing Date and in accordance with the Interim DIP Order.

6.14 Representations and Warranties. On and as of as of the Closing Date, each of the representations and warranties made by any Credit Party set forth in Section 8 hereof or in any other Credit Document shall be true and correct in all material respects (except those qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects), except to

the extent that such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall have been true and correct in all material respects, as applicable, as of such earlier date.

6.15 Patriot Act. The Administrative Agent shall have received from the Credit Parties, at least three (3) Business Days prior to the Closing Date (or such shorter period as the Administrative Agent may agree), all documentation and other information in connection with applicable Anti-Money Laundering Laws, including "know your customer" rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, and applicable Sanctions in each case to the extent reasonably requested in writing at least seven (7) Business Days prior to the Closing Date.

6.16 Notice of Borrowing. Prior to the making of any Interim DIP Loan on the Closing Date, the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.03.

6.17 Officer's Certificate. On the Closing Date, the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions in Sections 6.14 and 6.18; *provided* that such certifications may be contained in the certificates required to be delivered pursuant to Section 6.04(a).

6.18 No Default. No Default, Event of Default or DIP Termination Event (as defined in the Interim DIP Order) exists or would immediately result from the making of the Interim DIP Loans or from the application of the proceeds on the Closing Date.

6.19 Approved Budget. The Administrative Agent and the DIP Lenders shall have received the Initial Approved Budget.

6.20 Consents and Approvals; No Adverse Proceedings. All necessary and material governmental and third-party consents and approvals necessary in connection with this Agreement and the transactions contemplated hereby shall have been obtained on or prior to the Closing Date, after giving effect to the Orders and any other order of the Bankruptcy Court, except for consents and approvals that have been obtained or made and are in full force and effect and except for such consents and approvals the failure to obtain would not reasonably be expected to result in a Material Adverse Effect. There shall exist no unstayed action, suit, investigation, litigation or proceeding with respect to the Credit Parties pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases and any claims, causes of action, adversary proceedings or other litigation brought in connection with the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect.

6.21 Debtors. Each of the Credit Parties shall be a debtor and a debtor in possession in the Chapter 11 Cases.

6.22 Reserved.

6.23 Restructuring Support Agreement. The Restructuring Support Agreement shall be in full force and effect as of the Closing Date. All Milestones required to be satisfied by the Debtors

as of the date of the requested Borrowing shall have been satisfied or waived or extended in accordance with the Restructuring Support Agreement.

6.24 First Day Orders. All material First Day Orders shall have been entered by the Bankruptcy Court and shall be reasonably satisfactory in form and substance to the Required Backstop Lenders.

6.25 Interim DIP Order. The Interim DIP Order, which shall be in form and substance reasonably satisfactory to the Required Backstop Lenders, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any material respect (or in the case of any modification or amendment, in any material respect without the consent of the Required Backstop Lenders).

6.26 No Violation. The making of the Interim DIP Loans shall not violate any requirement of applicable law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse Effect, applicable to the Credit Parties, after giving effect to the Orders and any other order of the Bankruptcy Court entered on or prior to the date of the applicable Borrowing, and shall not be enjoined, temporarily, preliminarily or permanently. The funding of the Interim DIP Loans shall not result in the aggregate outstanding amount of the Interim DIP Loans exceeding the amount authorized by the Interim DIP Order.

6.27 Status of Chapter 11 Cases. None of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with enlarged powers 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.

6.28 No Material Adverse Effect. Since the Petition Date, there shall not have occurred any circumstance or conditions which, individually or in the aggregate, constitutes or is reasonably expected to constitute a Material Adverse Effect.

6.29 Security Interest. The Credit Parties shall have granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, valid and perfected liens, satisfactory to the Required Backstop Lenders, via entry of the Interim DIP Order, on the security interests in the Collateral of the Credit Parties set forth in Section 2.24.

Section 7. Conditions Precedent to the Final DIP Loans.

The obligation of each DIP Lender (including the Fronting Lender) to fund any Final DIP Loans on or about the Final DIP Order Entry Date is subject at the time of the making of such Loans to the satisfaction (or waiver by the Required Backstop Lenders) of the following conditions (in addition to the conditions described in Section 6 above having been satisfied or waived on the Closing Date):

7.01 Approved Budget. The Administrative Agent and the DIP Lenders shall have received the latest Approved Budget required to be delivered pursuant to Section 9.01(e).

7.02 Notice of Borrowing. Prior to the making of any Final DIP Loan on or about the Final DIP Order Entry Date, the Administrative Agent shall have received a Notice of Borrowing in accordance with the requirements of Section 2.03.

7.03 Officer's Certificate. On the Final DIP Order Entry Date, the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions in Sections 7.04 and 7.05; *provided* that such certifications may be contained in the Notice of Borrowing required to be delivered pursuant to Section 7.02.

7.04 No Default. No Default, Event of Default or DIP Termination Event (as defined in the Final DIP Order) exists or would immediately result from the making of the Loans or from the application of the proceeds on or about the Final DIP Order Entry Date.

7.05 Representations and Warranties. On and as of as of the Final DIP Order Entry Date, each of the representations and warranties made by any Credit Party set forth in Section 8 hereof or in any other Credit Document shall be true and correct in all material respects (except those qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects), except to the extent that such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall have been true and correct in all material respects, as applicable, as of such earlier date).

7.06 Expenses. On or prior to the Final DIP Order Entry Date, the Borrower shall have paid all reasonable and documented out-of-pocket fees and expenses (whether accrued before or after the Petition Date) of (x) the Prepetition Secured Parties entitled to reimbursement under the Prepetition Debt Agreements (and subject to any limitations set forth therein) and permitted to be paid under the Restructuring Support Agreement and (y) the Administrative Agent and the Backstop Lenders (taken as a whole), relating to the Debtors, the Chapter 11 Cases, the Restructuring Support Agreement, the DIP Facility and the Prepetition Debt Agreements, limited to the reasonable and documented out-of-pocket fees and expenses of the Designated Advisors, in each case, solely to the extent invoiced at least one (1) Business Day prior to the Final DIP Order Entry Date and in accordance with the Final DIP Order.

7.07 Restructuring Support Agreement. The Restructuring Support Agreement shall be in full force and effect as of the Final DIP Order Entry Date. All Milestones required to be satisfied by the Debtors as of the date of the requested Borrowing shall have been satisfied or waived or extended in accordance with the Restructuring Support Agreement.

7.08 Final DIP Order. The Final DIP Order, which shall be in form and substance reasonably satisfactory to the Required Backstop Lenders, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any material respect (or in the case of any modification or amendment, in any material respect without the consent of the Required Backstop Lenders).

7.09 No Adverse Proceedings. There shall exist no unstayed action, suit, investigation, litigation or proceeding with respect to the Credit Parties pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases and any claims, causes

of action, adversary proceedings or other litigation brought in connection with the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect.

7.10 No Violation. The making of the Final DIP Loans shall not violate any requirement of applicable law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse Effect, applicable to the Credit Parties, after giving effect to the Orders and any other order of the Bankruptcy Court entered on or prior to the date of the applicable Borrowing, and shall not be enjoined, temporarily, preliminarily or permanently. The funding of the Final DIP Loans shall not result in the aggregate outstanding amount of the Final DIP Loans exceeding the amount authorized by the Final DIP Order.

Section 8. Representations, Warranties and Agreements.

In order to induce the DIP Lenders to enter into this Agreement and to make the Loans, the Borrower (and, solely with respect to Sections 8.01, 8.02, 8.03, 8.04, 8.11, 8.16 and 8.22 and solely with respect to itself, Holdings), makes the following representations and warranties, in each case after giving effect to the Transaction.

8.01 Organizational Status. Each of Holdings, the Borrower and each other Group Member (i) is a duly organized, formed, registered or incorporated (as applicable) and validly existing corporation, partnership, limited liability company or other applicable business entity, as the case may be, in good standing (to the extent such concept is applicable) under the laws of the jurisdiction of its organization, formation, registration or incorporation, (ii) has the requisite corporate, partnership, limited liability company or other applicable business entity power and authority, as the case may be, to own its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is, to the extent such concepts are applicable under the laws of the relevant jurisdiction, duly qualified and is authorized to do business and is in good standing in each jurisdiction where the ownership of its property or the conduct of its business requires such qualifications except for failures to be so qualified which, individually and in the aggregate would not reasonably be expected to have a Material Adverse Effect.

8.02 Power and Authority; Enforceability. Subject to the entry of the Orders and subject to the terms thereof, each Credit Party has the corporate, partnership, limited liability company or other applicable business entity power and authority, as the case may be, to execute, deliver and perform the terms and provisions of each of the Credit Documents to which it is party and has taken all necessary corporate, partnership, limited liability company or other applicable business entity action, as the case may be, to authorize the execution, delivery and performance by it of each of such Credit Documents. Subject to the entry of the Orders, each Credit Party has duly executed and delivered each of the Credit Documents to which it is party, and, subject to the entry of the Orders and subject to the terms thereof, each of such Credit Documents constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and by equitable principles (regardless of whether enforcement is sought in equity or at law). Subject to the entry of the Orders and subject to the terms thereof, each of Holdings and the Borrower has the full power to enter into, exercise its rights and perform its obligations under this Agreement and the other Credit Documents to which it is a party.

8.03 No Violation. Subject to the entry of the Orders and subject to the terms thereof, neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (i) will contravene any provision of any Requirement of Law, (ii) will conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the DIP Security Documents) upon any of the property or assets of any Credit Party pursuant to the terms of, any post-petition indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other material agreement, contract or instrument, in each case entered into after the Petition Date and to which any Credit Party is a party or by which it or any of its property or assets is bound or to which it may be subject (in the case of the preceding clauses (i) and (ii), other than in the case of any contravention, breach, default and/or conflict, in each case, that would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect) or (iii) will violate any provision of the certificate or articles of incorporation, certificate of registration, limited liability company agreement or by-laws (or equivalent organizational or formation documents), as applicable, of any Credit Party, in each case other than conflicts or violations arising as a result of the commencement of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court.

8.04 Approvals. Subject to the entry of the Orders and subject to the terms thereof, except to the extent the failure to obtain or make the same would not reasonably be expected to have a Material Adverse Effect, no applicable order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except for (x) those that have otherwise been obtained or made on or prior to the Closing Date and which remain in full force and effect on the Closing Date and (y) filings, approvals or consents which are necessary to perfect the security interests created under the DIP Security Documents), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to be obtained or made by, or on behalf of, any Credit Party to authorize, or is required to be obtained or made by, or on behalf of, any Credit Party in connection with, the execution, delivery and performance of any Credit Document.

8.05 No Material Adverse Effect.

(a) [Reserved].

(b) [Reserved].

(c) [Reserved].

(d) Since the Petition Date there has been no change, event or occurrence that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

8.06 Litigation. Except for the Chapter 11 Cases and any claims, causes of action, adversary proceedings or other litigation brought in connection with the Chapter 11 Cases, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower or the Group Representative, threatened in writing (i) with respect to any Credit Document or (ii) that either

individually or in the aggregate, have had, or would reasonably be expected to have, a Material Adverse Effect.

8.07 True and Complete Disclosure.

(a) All written information (other than information consisting of statements, estimates, forecasts and projections, as to which no representation, warranty or covenant is made) that has been or will be made available to the Administrative Agent or any DIP Lender by any Credit Party or any representative of a Credit Party at its direction and on its behalf in connection with this Agreement, the other Credit Documents or any transaction contemplated herein or therein, when taken as a whole and after giving effect to all supplements thereto, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in each case in light of the circumstances under which such statements are made, not materially misleading.

(b) [Reserved].

8.08 Use of Proceeds; Margin Regulations.

(a) The Borrower will only use the proceeds of the Loans, subject to the Orders and the Carve Out: (i) for working capital and other general corporate purposes of the Debtors including for the payment of Debtor professional fees incurred in the Chapter 11 Cases consistent with the terms of the Restructuring Support Agreement, (ii) for the payment of the fees, costs and expenses of administering the Chapter 11 Cases, (iii) to pay obligations arising from or related to the Carve Out, (iv) to make payments on account of prepetition claims to the extent permitted by, and as set forth in, the Approved Budget (subject to Permitted Variances) or otherwise approved by the Bankruptcy Court, (v) for the payment of agency fees and the reasonable and documented fees and expenses of the Agents and the DIP Lenders owed under the Credit Documents, (vi) to make payments with respect to the Adequate Protection Obligations pursuant to the terms of the Orders, (vii) to obtain new, or increasing the size of existing, letters of credit (and providing cash collateral with respect thereto), (viii) to pay Professional Fees to the extent allowed by the Bankruptcy Court and (ix) for any other purposes specifically set forth in the Approved Budget.

For the avoidance of doubt and notwithstanding anything to the contrary herein, the Carve Out and the Collateral, including Cash Collateral and any portion or proceeds of the Loans, shall not include, apply to or be available for any fees or expenses incurred by any party in connection with any Prohibited Action (other than the Investigation Budget Cap); *provided* that, for the avoidance of doubt, the foregoing limitations shall not apply to defending against a Prohibited Action.

(b) [Reserved].

(c) [Reserved].

(d) (i) No part of any Borrowing (or the proceeds thereof) will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying

any Margin Stock. (ii) Neither the making of any Loan nor the use of the proceeds thereof nor the occurrence of any other Borrowing will violate the provisions of Regulations U or X of the Board of Governors of the Federal Reserve System.

(e) The Borrower will not request any Borrowing, and the Borrower shall not use, and shall procure that any Group Member and its or their respective directors, officers, employees and, to the knowledge of the Borrower, agents shall not use, the proceeds of any Borrowing (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws or (B) for the purpose of funding, financing or facilitating any activities, business or transaction with any Person, or in any jurisdiction, (i) that, at the time of such funding, financing, or facilitating, is a Sanctioned Person or Sanctioned Country, (ii) in violation of applicable Anti-Corruption Laws or Anti-Money Laundering Laws or (iii) otherwise in any manner that is in violation of, or would cause a violation by any party hereto of Sanctions.

8.09 Tax Matters. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) the Borrower and each other Group Member has timely filed or caused to be timely filed with the relevant Governmental Authority all Tax returns, statements, forms and reports for Taxes (the "Returns") required to have been filed by, or with respect to the income, properties or operations of, the Borrower and/or any other Group Member (in each case, including in its capacity as a withholding agent), (ii) the Returns accurately reflect all liability for Taxes of the Borrower and each other Group Member for the periods covered thereby, and (iii) the Borrower and each other Group Member have paid all Taxes due and payable by them, other than those that are being contested in good faith by appropriate proceedings and fully provided for as a reserve on the financial statements of the Borrower and the other Group Members in accordance with U.S. GAAP or the payment of which is stayed by the Chapter 11 Cases. There is no action, suit, proceeding, audit or claim now pending and, to the knowledge of the Borrower, there is no action, suit, proceeding, audit or claim threatened in writing by any relevant Governmental Authority or ongoing investigation by any relevant Governmental Authority, in each case, regarding any Taxes relating to the Borrower or any other Group Member that is reasonably likely to be adversely determined, and, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

8.10 ERISA.

(a) No ERISA Event has occurred or is reasonably expected to occur that would reasonably be expected to result in a Material Adverse Effect. Each Plan maintained by the Borrower or a Group Member is in compliance in form and operation with its terms and with the applicable provisions of ERISA, the Code and other applicable law, except for such non-compliance that would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, each Plan maintained by the Borrower or a Group Member (and each related trust, if any) which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service, is in the form of a prototype document that is the subject of a favorable opinion letter or has time remaining under applicable law to apply for a determination or opinion letter or to make any amendments necessary to obtain a favorable determination or opinion letter.

(b) There exists no Unfunded Pension Liability with respect to any Plan, except as would not reasonably be expected to have a Material Adverse Effect.

(c) There are no actions, suits or claims pending against or involving a Plan maintained by the Borrower or a Group Member (other than routine claims for benefits) or, to the knowledge of the Borrower or any other Group Member, threatened, which would reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(d) Each Group Member, to the knowledge of the Borrower, any ERISA Affiliate have made all material contributions to or under each Plan and Multiemployer Plan required by law within the applicable time limits prescribed thereby, the terms of such Plan or Multiemployer Plan, respectively, or any contract or agreement requiring contributions to a Plan or Multiemployer Plan except where any failure to comply, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

8.11 Status of Obligations; Perfection and Priority of Security Interests. Subject to the Orders, the Obligations shall have the status and priority set forth in Section 2.24 and the Orders and, for the avoidance of doubt, are subject to the Carve Out in all respects. The DIP Orders are effective to create, in favor of the Collateral Agent, for the benefit of the Secured Creditors, legal, valid, binding and enforceable perfected security interests in the Collateral (except to the extent limited under non-U.S. law) without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents.

8.12 Properties. All Material Real Property owned by any Credit Party as of the Closing Date, and the nature of the interest therein, is correctly set forth in Schedule 8.12. The Borrower and each of the Group Guarantors has good and marketable title or valid leasehold interest in the case of Real Property, including Material Real Property, and good and valid title in the case of tangible personal property, to all material tangible properties owned by it, free and clear of all Liens, other than Permitted Liens, except where the failure to have such title or interests would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the use or operation of such Real Property or personal property necessary for the ordinary conduct of the Group Members' business, taken as a whole.

8.13 Capitalization. As of the Closing Date, after giving effect to the consummation of the Transaction, all membership interests in the Borrower and each of its Subsidiaries have been duly and validly issued and no capital contributions are required to be made with respect to such membership interests and such membership interests are non-assessable (other than any assessment on the members of the Borrower or its Subsidiaries that may be imposed as a matter of law) and are owned by (i) Holdings, with respect to the membership interests in the Borrower and (ii) a Credit Party, with respect to the shares of any other Credit Party. The Borrower and each of its Subsidiaries has no membership interests, shares or capital stock or other securities convertible into or exchangeable for its membership interests, shares or capital stock or any rights to subscribe for or to purchase, or any options for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its membership interests, shares or capital stock.

8.14 Subsidiaries. On and as of the Closing Date and after giving effect to the consummation of the Transaction, Holdings has no Subsidiaries other than those Subsidiaries listed on Schedule 8.14. Schedule 8.14 correctly sets forth, as of the Closing Date and after giving effect to the Transaction, the percentage ownership (direct and indirect) of Holdings in each class of capital stock of each of its Subsidiaries and also identifies the direct owner thereof.

8.15 Compliance with Statutes, Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws.

(a) Each Group Member is in compliance with all applicable statutes, regulations and orders, and all applicable restrictions imposed by, governmental bodies or courts, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except such noncompliances as, individually and in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect. The Borrower will not directly (or knowingly indirectly) use the proceeds of the Loans to violate or engage in conduct that would result in a violation of any such applicable statutes, regulations, orders or restrictions referred to in the immediately preceding sentence.

(b) The Group Representative has implemented and maintains in effect policies and procedures designed to promote and achieve material compliance by the Group Members and their respective directors, officers, employees and agents (in each case, acting in such capacity) with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. The Group Members and their respective directors and officers and, to the knowledge of the Group Representative, their respective employees and agents (in each case, acting in such capacity) are in compliance in all material respects with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. None of the Group Members or any of their respective directors, officers or employees, or, to the knowledge of the Borrower, any agent of the Group Members that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Group Member (a) had, during the past five (5) years, or has assets located in any Sanctioned Country, or (b) derived, during the past five (5) years, or derives revenue from, or engaged, during the past five (5) years, or engages in, investments, dealings, activities, business or transactions involving or with any Sanctioned Country or Sanctioned Person.

8.16 Investment Company Act. No Group Member is an "investment company" within the meaning of the Investment Company Act of 1940, as amended, required to be registered as such.

8.17 Reserved.

8.18 Environmental Matters. Except for any matters that, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect: (a) each Group Member and each of their respective facilities and operations are in compliance with all applicable Environmental Laws unless stayed by the Chapter 11 Cases and the requirements of any permits issued under such Environmental Laws, (b) there are no pending or, to the knowledge of any Credit Party, threatened (in writing) Environmental Claims against any Group Member or any Real Property currently or formerly owned, leased or operated by each Group Member and (c) to the knowledge of any Credit Party, there are no facts, circumstances, conditions or occurrences that

would be reasonably expected (i) to form the basis of an Environmental Claim against any Group Member or (ii) to cause any Real Property owned, leased or operated by any Group Member to be subject to any restrictions on the ownership, lease, occupancy or transferability of such Real Property by any Group Member under any applicable Environmental Law.

8.19 Labor Relations. Except as set forth on Schedule 8.19 or except, in each case, to the extent the same has not, either individually or in the aggregate, had and would not reasonably be expected to have a Material Adverse Effect, (a) there are no strikes, lockouts, slowdowns or other labor disputes pending against any Group Member or, to the knowledge of the Group Representative, threatened (in writing) against any Group Members, (b) to the knowledge of the Group Representative, there are no questions concerning union representation with respect to any Group Member, (c) the hours worked by and payments made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local, or foreign law dealing with such matters (except such payments that have been stayed by the commencement of the Chapter 11 Cases) and (d) to the knowledge of the Group Representative, no wage and hour department investigation has been made of any Group Members.

8.20 Intellectual Property. Each Group Member owns or has the right to use all the patents, trademarks, domain names, service marks, trade names, copyrights, inventions, trade secrets, formulas, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases) (collectively, "Intellectual Property"), necessary for the present conduct of its business, without any known infringement of the Intellectual Property rights of others, except for such failures to own or have the right to use and/or infringement as would not reasonably be expected to have, a Material Adverse Effect.

8.21 Affected Financial Institutions. No Credit Party is an Affected Financial Institution.

8.22 Chapter 11 Cases; Orders.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance in all material respects with applicable law, and proper notice thereof and the proper notice of (i) the motion seeking approval of the Loans, the Interim DIP Order and, as applicable, the Final DIP Order, (ii) the hearing for the approval of the Interim DIP Order, and (iii) when applicable, the hearing for the approval of the Final DIP Order will be given.

(b) The Interim DIP Order (with respect to the period prior to the entry of the Final DIP Order) or the Final DIP Order (with respect to the period on and after the entry of the Final DIP Order), as the case may be, is in full force and effect and has not been reversed, stayed, modified or amended in an adverse manner without the Required DIP Lenders' consent.

Section 9. Affirmative Covenants.

The Borrower and each Group Member hereby covenants and agrees that on and after the Closing Date and so long as any DIP Lender shall have any Commitment hereunder, any Loan or other Obligation (other than any indemnification obligations arising hereunder which are not then due and payable):

9.01 Information Covenants. The Borrower or the Group Representative will furnish to the Administrative Agent for distribution to each DIP Lender, including each DIP Lender's Public-Siders except as otherwise provided below:

(a) Quarterly Financial Statements. Within forty-five (45) days after the close of each of the first three quarterly accounting periods in each fiscal year of the Group Representative, in each case, ending after the Closing Date, (i) the consolidated balance sheet of the Group Representative and its Subsidiaries as at the end of such quarterly accounting period and the related consolidated statements of operations, cash flows and changes in stockholders' (or equivalent) equity for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly accounting period, in each case, (x) excluding impairment testing under ASC360 and (y) setting forth comparative figures for the corresponding quarterly accounting period in the prior fiscal year, all of which shall be certified by a Responsible Officer of the Group Representative that they fairly present in all material respects in accordance with U.S. GAAP the financial condition of the Group Representative and its Subsidiaries as of the dates indicated and the results of their operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes, and (ii) management's discussion and analysis of the important operational and financial developments during such quarterly accounting period, which shall include a reasonably detailed description of Key Performance Indicators for the periods covered thereby.

(b) Annual Financial Statements. Within ninety (90) days after the close of each fiscal year of the Group Representative, (x) the consolidated balance sheet of the Group Representative and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of operations, cash flows and changes in stockholders' (or equivalent) equity for such fiscal year and (A) excluding impairment testing under ASC360 and (B) setting forth comparative figures for the preceding fiscal year and certified, in the case of consolidated financial statements, by an independent certified public accountant of recognized national standing, together with an opinion of such accounting firm (which opinion shall be without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (except for any emphasis matter paragraph and except for qualifications for a change in accounting principles with which such accountants concur and which shall have been disclosed in the notes to the financial statements or other than as a result of, or with respect to, (A) an upcoming maturity date with respect to any Indebtedness or (B) any actual or potential inability to satisfy any financial maintenance covenant in any document governing any Indebtedness on a future date or in a future period)) to the effect such statements fairly present in all material respects in accordance with U.S. GAAP the financial condition of the Group Representative and its Subsidiaries as of the date indicated and the results of their operations for the periods indicated; provided that the consolidated financial statements for the fiscal year ending December 31, 2025 shall not be required to be certified by any accountant, and (y) management's discussion and analysis of the important operational and financial developments during such fiscal year, which shall include a reasonably detailed description of Key Performance Indicators for the periods covered thereby.

(c) Notwithstanding the foregoing, the obligations referred to in Sections 9.01(a) and 9.01(b) above may be satisfied with respect to financial information of the Group Representative and its Subsidiaries by furnishing (A) the applicable financial statements of Holdings (or any Parent Company) or (B) Holdings' (or any Parent Company's) Form 10-K or 10-

Q, as applicable, filed with the SEC (and the public filing of such report with the SEC shall constitute delivery under this Section 9.01); *provided* that with respect to each of the preceding clauses (A) and (B), (1) to the extent such information relates to Holdings or a Parent Company, if and so long as Holdings or such Parent Company will have Independent Assets or Operations, such information is accompanied by, or the Group Representative shall separately deliver within the applicable time periods set forth in Sections 9.01(a) and 9.01(b) above, consolidating information (which need not be audited) that explains in reasonable detail the differences between the information relating to Holdings or such Parent Company and its Independent Assets or Operations, on the one hand, and the information relating to the Group Representative and its consolidated Subsidiaries on a stand-alone basis, on the other hand, (2) [reserved] and (3) to the extent such information is in lieu of information required to be provided under Section 9.01(b), such materials are accompanied by a report and opinion of independent certified public accountants of recognized national standing or another accounting firm reasonably acceptable to the Administrative Agent, which report and opinion (a) will be prepared in accordance with generally accepted auditing standards and (b) will be without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (except for any emphasis matter paragraph and except for qualifications for a change in accounting principles with which such accountants concur and which shall have been disclosed in the notes to the financial statements or other than as a result of, or with respect to, (x) an upcoming maturity date with respect to any Indebtedness or (y) any actual or potential inability to satisfy any financial maintenance covenant in any document governing any Indebtedness on a future date or in a future period).

(d) Monthly Financial Statements. Within twenty (20) days after the close of each of the monthly accounting periods in each fiscal year of the Group Representative, in each case, ending after the Closing Date (which deadline may be extended with the prior written consent of the Required DIP Lenders in their sole discretion, which such consent may be in the form of electronic mail by the counsel to the Ad Hoc Group), a monthly financial report with respect to the Group Representative and its Subsidiaries on a consolidated basis, which shall include monthly financial statements for the immediately preceding month, in form and substance reasonably satisfactory to the Required DIP Lenders, which such financial statements shall include year-over-year variances and variance to Approved Budget, written commentary on financial performance and key performance indicators consistent with past practice.

(e) Budgets. Commencing no later than 5:00 p.m. (New York City time) on the Thursday of the fourth full calendar week following the week in which the Petition Date occurs, and continuing no later than 5:00 p.m. (New York City time) on the Thursday of every fourth week thereafter (or, in each case, if any Thursday is not a Business Day, the next Business Day thereafter), or at any other interim time as reasonably requested by the Borrower, the thirteen (13) week rolling cash flow budget of Holdings and its Subsidiaries for the following thirteen (13) calendar weeks shall be updated, and if such updated budget is in form and substance satisfactory to the Required DIP Lenders in their sole discretion, it shall become the Approved Budget (it being understood that the Required DIP Lenders shall be deemed satisfied with any updated budget, unless the Required DIP Lenders or any Ad Hoc Group Advisor (as defined in the Restructuring Support Agreement) objects within five (5) Business Days after receipt of such budget). Additional variances, if any, from the Approved Budget and any proposed changes to the Approved Budget shall be subject to the written approval of the Required DIP Lenders. For the avoidance of doubt,

any reference to "written consent" or "written approval" hereunder shall include consent or approval granted by e-mail (including as communicated by counsel to the DIP Lenders by e-mail). Any amendments, restatements, supplements or other modifications to the Approved Budget or any Variance Report shall be subject to the prior written approval of the Required DIP Lenders prior to the implementation thereof. Until any such updated budget, amendment, restatement, supplement or modification has been approved by the Required DIP Lenders, the Debtors shall be subject to and governed by the terms of the Approved Budget then-in-effect. To the extent any updated budget is not approved by the Required DIP Lenders, the Approved Budget that is then in effect shall continue to constitute the Approved Budget for purposes hereof. Each updated budget delivered hereunder shall be accompanied by such supporting documentation as is reasonably requested by the Required DIP Lenders. Each such budget shall be prepared in good faith based upon assumptions which the Credit Parties believe to be reasonable.

(f) Variance Reports and Liquidity Reports. By no later than 5:00 p.m. (New York City time) on the Thursday of the first full calendar week following the week in which the Petition Date occurs on each Thursday of each calendar week thereafter (or, in each case, if any Thursday is not a Business Day, the next Business Day thereafter), the Credit Parties shall deliver to the Agent for distribution to the DIP Lenders: (i) a variance report (each a "Variance Report") setting forth, in reasonable detail, actual "receipts" and "disbursements" (bifurcating operating vs. non-operating) of the Debtors on a weekly and cumulative basis (relative to the then-in-effect Approved Budget) and any variances between the actual amounts and those set forth in the then-in-effect Approved Budget, and including detail by line-item as to whether a given material variance is permanent or timing-based and commentary in respect thereof; *provided* that compliance with the then-in-effect Approved Budget shall be tested, starting with the second calendar week of the Initial Approved Budget, for (A) the two (2)-week period ending on the second full calendar week of the initial Approved Budget, (B) the three (3)-week period ending on the third full calendar week of such Approved Budget, (C) the four (4)-week period ending on the fourth full calendar week of the initial Approved Budget and (D) each subsequent rolling four (4)-week period thereafter of each then-in-effect Approved Budget and (ii) a Liquidity report showing calculations of Liquidity as of the preceding calendar week end, as applicable, in each case certified by a Responsible Officer of the Borrower.

(g) Officer's Certificates. No later than five (5) days after the time of the delivery of the Section 9.01 Financials, a compliance certificate from a Responsible Officer of the Group Representative substantially in the form of Exhibit J, certifying on behalf of the Group Representative that, to such Responsible Officer's knowledge, no Default or Event of Default has occurred and is continuing or, if any Default or Event of Default has occurred and is continuing, specifying the nature and extent thereof, which certificate shall, if delivered with the financial statements required by Section 9.01(b) for any fiscal year ending on or after December 31, 2025, certify that there have been no changes to the information provided in the Beneficial Ownership Certification delivered to any DIP Lender that would result in a change to the list of beneficial owners identified in any such certification, in each case since the Closing Date or, if later, since the date of the most recent certificate delivered pursuant to this clause (i) or if there have been any such changes, a list in reasonable detail of such changes (but, in each case with respect to this clause (i), solely to the extent such changes would result in a change to the list of beneficial owners identified in any such certification).

(h) Notice of Default, Litigation and Material Adverse Effect. Promptly after any Responsible Officer of the Group Representative obtains knowledge thereof, notice of (i) the occurrence of any event which constitutes a Default or an Event of Default (it being understood that, unless such notice of Default was intentionally withheld, any delivery of a notice of Default shall automatically cure any Default or Event of Default then existing with respect to any failure to deliver such notice (but not the underlying Default or Event of Default)) or any default or event of default under (A) any Indebtedness owing to the Prepetition Secured Parties or any refinancing thereof or (B) other Indebtedness constituting debt for borrowed money with a principal amount outstanding in excess of the Threshold Amount, (ii) any litigation, or governmental investigation or proceeding pending against any Group Member (x) which, either individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect or (y) with respect to any Credit Document, (iii) any other event, change or circumstance that has had, or would reasonably be expected to have, a Material Adverse Effect.

(i) Other Reports and Filings. Promptly after the sending, filing or delivery thereof, as applicable, copies of (i) all financial information, proxy materials, and reports, if any, which Holdings shall publicly file with the Securities and Exchange Commission or any successor thereto (the "SEC") and (ii) material notices received from, or reports or other information or material notices furnished to, holders of Indebtedness under, (A) Indebtedness owing to the Prepetition Secured Parties or any refinancing thereof or (B) or other Indebtedness constituting debt for borrowed money with a principal amount outstanding in excess of the Threshold Amount (in each case, other than any regularly required monthly, quarterly or annual certificates or notices specific to the nature of a specific facility or the internal requirements of the specific debtholders under such facility (e.g., borrowing base certificates, monthly financial statements, etc.)) (including, for the avoidance of doubt, any notices relating to an actual or purported default or event of default thereunder and any notices to the extent the action or occurrence described therein would reasonably be expected to be materially adverse to the interests of the DIP Lenders, but excluding any administrative notices or regular reporting requirements thereunder).

(j) Environmental Matters. Promptly after any Responsible Officer of the Group Representative obtains knowledge thereof, notice of a pending or threatened Environmental Claim to the extent such Environmental Claim, either individually or when aggregated with all other such Environmental Claims, would reasonably be expected to have a Material Adverse Effect. All such notices provided pursuant to this Section 9.01(j) shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and the Borrower's or such other Group Member's response thereto.

(k) [Reserved].

(l) Other Information. From time to time, (x) such other information or documents (financial or otherwise) with respect to the Borrower or any other Group Member as the Administrative Agent or any DIP Lender (through the Administrative Agent) may reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any DIP Lender in connection with applicable Anti-Money Laundering Laws, including applicable "know your customer" rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, and applicable Sanctions. Notwithstanding the foregoing, neither the Borrower nor any other Group Member will be required to provide any information

pursuant to this Section 9.01(l) to the extent that the provision thereof would violate any law, rule or regulation or result in the breach of any binding contractual obligation or the loss of any professional privilege; *provided* that in the event that the Borrower or any other Group Member does not provide information that otherwise would be required to be provided hereunder in reliance on such exception, the Borrower shall use commercially reasonable efforts to provide notice to the Administrative Agent promptly upon obtaining knowledge that such information is being withheld (but solely if providing such notice would not violate such law, rule or regulation or result in the breach of such binding contractual obligation or the loss of such professional privilege).

Documents required to be delivered pursuant to this Section 9.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each DIP Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); *provided* that the Borrower shall notify the Administrative Agent and each DIP Lender (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the DIP Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting Borrower Materials on the Platform and (b) certain of the DIP Lenders (each, a "Public DIP Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of Borrower Materials that may be distributed to the Public DIP Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC", the Borrower shall be deemed to have authorized the Administrative Agent and the DIP Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (*provided*, *however*, that to the extent such Borrower Materials constitute "Public Side Information," they shall be treated as set forth in Section 13.15); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall be entitled to treat Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

The Borrower represents and warrants that it, Holdings or any other direct or indirect Parent Company and any Subsidiary, in each case, if any, either (x) has no registered or publicly traded securities outstanding or (y) files its financial statements with the SEC and/or makes its financial statements available to potential holders of its 144A securities, and, accordingly, the Borrower hereby (i) authorizes the Administrative Agent to make financial statements and other information provided pursuant to clauses (a) and (b) of this Section 9.01 above, along with the Credit Documents and the list of Disqualified Lenders, available to Public-Siders and (ii) agrees that at

the time the Section 9.01 Financials are provided hereunder, they shall already have been, or shall substantially concurrently be, made available to holders of its securities. The Borrower will not request that any other material be posted to Public-Siders without expressly representing and warranting to the Administrative Agent in writing that such materials do not constitute material non-public information within the meaning of the federal securities laws or that the Borrower has no outstanding publicly traded securities, including 144A securities (it being understood that the Borrower shall have no obligation to request that any material be posted to Public-Siders). Notwithstanding anything herein to the contrary, in no event shall the Borrower request that the Administrative Agent make available to Public-Siders budgets or any certificates, reports or calculations with respect to the Borrower's compliance with the covenants contained herein.

9.02 Books, Records and Inspections; Conference Calls.

(a) The Borrower will, and will cause each other Group Member to, keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with U.S. GAAP shall be made of all dealings and transactions in relation to its business and activities (it being understood and agreed that Foreign Subsidiaries may maintain individual books and records in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization). The Borrower will, and will cause each other Group Member to, permit representatives and independent contractors of the Ad Hoc Group to visit and inspect, under guidance of officers of the Borrower or such other Group Member, any of the properties of the Borrower or such other Group Member (subject to the rights of lessees or sublessees thereof and subject to any restrictions or limitations in the applicable lease, sublease or other written occupancy arrangement pursuant to which the Borrower or such other Group Member is a party), and to examine the books of account of the Borrower or such other Group Member and discuss the affairs, finances and accounts of the Borrower or such other Group Member with, and be advised as to the same by, its and their officers and independent accountants (*provided* that neither the Borrower nor any other Group Member will be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation or result in the breach of any binding contractual obligation or the loss of any professional privilege); *provided* that in the event that the Borrower or any other Group Member does not provide information that otherwise would be required to be provided hereunder in reliance on such exception, the Borrower shall use commercially reasonable efforts to provide notice to the Administrative Agent promptly upon obtaining knowledge that such information is being withheld (but solely if providing such notice would not violate such law, rule or regulation or result in the breach of such binding contractual obligation or the loss of such professional privilege); *provided* that the Ad Hoc Group shall give the Borrower an opportunity to participate in any discussions with its accountants; *provided*, *further*, that in the absence of the existence of an Event of Default, the Ad Hoc Group shall not exercise their inspection rights under this Section 9.02 more often than one (1) time, which shall be at the Borrower's expense; *provided*, *further*, *however*, that when an Event of Default exists and is continuing, the Ad Hoc Group and their designees may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice.

(b) The senior management and financial advisors of the Borrower will, not more than twice per calendar month, upon reasonable prior written notice to the Borrower, hold a conference call or teleconference, at a time selected by the Borrower and reasonably acceptable to

the Ad Hoc Group, with all of the Ad Hoc Group and their advisors that choose to participate, to discuss the Debtors' financial performance, operational performance or metrics and/or any other matters reasonably requested by the Ad Hoc Group (including Chapter 11 Cases status updates); *provided* that the Ad Hoc Group may request (which the senior management and financial advisors of the Borrower will coordinate), by providing the Borrower prior written notice, up to one (1) additional conference call or teleconference per calendar month in their reasonable discretion at a time selected by the Borrower and reasonably acceptable to the Ad Hoc Group.

9.03 Maintenance of Property; Insurance.

(a) The Borrower will, and will cause each other Group Member to, (i) except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect (or as otherwise permitted or required under the Bankruptcy Code), keep all tangible property necessary to the business of the Borrower and the other Group Members in reasonably good working order and condition, ordinary wear and tear, casualty and condemnation excepted, (ii) maintain with financially sound and reputable insurance companies (as determined in the good faith judgment of management of the Borrower) insurance on all such property and against all such risks as is, in the good faith determination of the Borrower, consistent and in accordance with industry practice for companies similarly situated owning similar properties and engaged in similar businesses as the Borrower and the other Group Members, and (iii) furnish to the Collateral Agent, upon its request (acting at the Direction of the Required Backstop Lenders) therefor, all information reasonably requested as to the insurance carried. The provisions of this Section 9.03 shall be deemed supplemental to, but not duplicative of, the provisions of any DIP Security Documents that require the maintenance of insurance.

(b) [Reserved].

(c) The Borrower will, and will cause each other Group Member to, at all times keep its tangible property constituting Collateral insured in favor of the Collateral Agent, and all liability and property policies or certificates (or certified copies thereof) with respect to such insurance (i) shall, at all times after the time required by Section 9.13, be endorsed in a customary manner to the Collateral Agent for the benefit of the Secured Creditors (including, by naming the Collateral Agent as loss payee and/or additional insured; *provided*, that, notwithstanding anything to the contrary in this Agreement, endorsements naming the Collateral Agent as "lender loss payable" shall not be required); and (ii) if agreed by the insurer (which agreement the Borrower shall use commercially reasonable efforts to obtain), shall state that such insurance policies shall not be canceled without at least thirty (30) days' prior written notice thereof (or, with respect to non-payment of premiums, ten (10) days' prior written notice) by the respective insurer to the Collateral Agent; *provided*, that the requirements of this Section 9.03(c) shall not apply to (x) insurance policies covering (1) directors and officers, fiduciary or other professional liability, (2) employment practices liability, (3) workers compensation liability, (4) automobile and aviation liability, (5) health, medical, dental and life insurance, and (6) such other insurance policies and programs as to which a secured lender is not customarily granted an insurable interest therein as the Collateral Agent (acting at the Direction of the Required Backstop Lenders) may approve; and (y) self-insurance programs; *provided*, *further*, unless an Event of Default shall have occurred and be continuing, (A) all proceeds from insurance policies shall be paid to the Borrower or the applicable Group Guarantor, (B) to the extent the Collateral Agent receives any proceeds, the

Collateral Agent shall turn over to the Borrower (or, upon the written request of the Borrower to the Collateral Agent, any designee of the Borrower) any amounts received by it as an additional insured or loss payee under any property insurance maintained by the Borrower and the other Group Members and (C) the Collateral Agent agrees that the Borrower and/or its applicable Group Members shall have the sole right to adjust or settle any claims under such insurance; *provided*, *further*, that any such proceeds shall be applied in accordance with Section 5.02 to the extent required thereby.

(d) If the Borrower or any other Group Member shall fail to maintain insurance in accordance with this Section 9.03, or the Borrower or any other Group Member shall fail to so endorse all policies with respect thereto, after any applicable grace period, the Collateral Agent shall have the right (but shall be under no obligation) to procure such insurance so long as the Collateral Agent provides written notice to the Borrower of its election to procure such insurance prior thereto, and the Credit Parties jointly and severally agree to reimburse the Collateral Agent for all reasonable costs and expenses of procuring such insurance.

9.04 Existence; Franchises. The Borrower will, and will cause each of the other Group Members to, do or cause to be done, all things necessary to preserve and keep in full force and effect its existence, franchises, licenses and permits in each case to the extent material; *provided*, *however*, that nothing in this Section 9.04 shall prevent (i) sales of assets and other transactions by the Borrower or any other Group Member in accordance with Section 10.02, (ii) the abandonment by the Borrower or any of its Subsidiaries of any franchises, licenses or permits that the Borrower reasonably determines are no longer material to the operations of the Borrower and the other Group Members taken as a whole or (iii) the withdrawal by the Borrower or any other Group Member of its qualification as a foreign corporation, partnership, limited liability company or other applicable business entity, as the case may be, in any jurisdiction if such withdrawal would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.05 Compliance with Statutes, etc. The Borrower will, and will cause each of the other Group Members to, comply with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions, except such noncompliances as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to the extent that the relevant action is otherwise stayed by the Chapter 11 Cases. The Borrower will, and will cause each of the other Group Members to, comply with all other applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except (i) such noncompliances as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) if such compliance is stayed by the Chapter 11 Cases. The Borrower will maintain in effect and enforce policies and procedures designed to promote and achieve material compliance by the Group Members and their respective directors, officers, employees and agents (in each case, acting in such capacity), with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

9.06 Compliance with Environmental Laws.

(a) The Borrower will comply, and will cause each of the other Group Members to comply, with all Environmental Laws and permits applicable to, or required by, the ownership,

lease or use of Real Property now or hereafter owned, leased or operated by the Borrower or any other Group Members, except (i) such noncompliances as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) if such compliance is stayed by the Chapter 11 Cases, and will keep or cause to be kept all such Real Property free and clear of any Liens imposed pursuant to such Environmental Laws (other than Liens imposed on leased Real Property resulting from the acts or omissions of the owner of such leased Real Property or of other tenants of such leased Real Property who are not within the control of the Borrower), except such Liens as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) After the receipt by the Administrative Agent, Collateral Agent or any DIP Lender of any notice of the type described in Section 9.01(j) or (ii) at any time that the Borrower or any other Group Members are not in compliance with Section 9.06(a), at the written request of the Collateral Agent (at the Direction of the Required Backstop Lenders), the Borrower will provide or cause the applicable Credit Party to provide an environmental site assessment report concerning any Real Property owned by the Borrower or any other Credit Party that is the subject of or would reasonably be expected to be the subject of such notice or noncompliance, prepared by an environmental consulting firm reasonably approved by the Collateral Agent (at the Direction of the Required Backstop Lenders), indicating the presence or absence of Hazardous Materials and the reasonable estimated cost of any removal or remedial action in connection with such Hazardous Materials on such Real Property. If the Credit Parties fail to provide the same within thirty (30) days after such request was made, the Collateral Agent (at the Direction of the Required Backstop Lenders) may order the same, the reasonable cost of which shall be borne (jointly and severally) by the Credit Parties.

9.07 ERISA. Promptly upon a Responsible Officer of the Borrower obtaining knowledge thereof, the Borrower will deliver to the Administrative Agent a written notice setting forth in reasonable detail such occurrence and the action, if any, that the Borrower, any other Group Member or an ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given or filed by the Borrower, such Group Member or the Plan administrator or such ERISA Affiliate to or with the PBGC or any other Governmental Authority, the Multiemployer Plan sponsor or a Plan participant and any notices received by the Borrower, such other Group Member or such ERISA Affiliate from the PBGC or any other Governmental Authority, the Multiemployer Plan sponsor or a Plan participant with respect thereto: that (a) an ERISA Event has occurred that is reasonably expected to result in a Material Adverse Effect; (b) there has been an increase in Unfunded Pension Liabilities since the most recent date the representations hereunder are given, or from any prior notice, as applicable, in either case, which is reasonably expected to result in a Material Adverse Effect; (c) there has been an increase in the estimated withdrawal liability under Section 4201 of ERISA, if the Borrower, any Group Member of the Borrower and the ERISA Affiliates were to withdraw completely from any and all Multiemployer Plans which is reasonably expected to result in a Material Adverse Effect; or (d) the Borrower, any Group Member or any ERISA Affiliate adopts, or commences contributions to, any Plan subject to Section 412 of the Code, or adopts any amendment to a Plan subject to Section 412 of the Code which is reasonably expected to result in a Material Adverse Effect.

9.08 End of Fiscal Years; Fiscal Quarters. The Borrower will cause (i) its, and each of the other Group Member's fiscal years to end on or near December 31 of each year; *provided*,

however, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year (or the fiscal year of each of the other Group Members) to any other fiscal year reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Backstop Lenders), in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the DIP Lenders to, make any amendments to this Agreement that are necessary, in the judgment of the Administrative Agent (acting at the Direction of the Required Backstop Lenders) and the Borrower or Holdings, as applicable, to reflect such change in fiscal year and (ii) its, and each other Group Member's fiscal quarters to end on or near March 31, June 30, September 30 and December 31 of each year.

9.09 Reserved.

9.10 Payment of Taxes. Subject to the Orders and any required approval by the Bankruptcy Court, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, the Borrower will pay and discharge, and will cause each other Group Member to pay and discharge, all Taxes (other than Taxes that are excused or stayed by an order of the Bankruptcy Court or as a result of the filing of the Chapter 11 Cases) imposed upon such entity or upon its income or profits or upon any properties belonging to it (including in its capacity as a withholding agent), as the same shall become due and payable, and all lawful claims which, if unpaid, might become a Lien or charge upon any properties of the Borrower or any other Group Member not otherwise permitted under Section 10.01(i); *provided* that neither the Borrower nor any other Group Member shall be required to pay any such Tax which is being contested in good faith and by appropriate proceedings if it has maintained adequate reserves with respect thereto in accordance with U.S. GAAP (or, for Foreign Subsidiaries, in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization).

9.11 Use of Proceeds. The Borrower will use the proceeds of the Loans only as provided in Section 8.08. Notwithstanding the foregoing, no proceeds of Loans may be used to make any payments on account of prepetition claims, except as permitted herein and in the Orders; *provided* that the foregoing limitation shall not apply with respect to obligations benefiting from the Carve Out. As soon as reasonably practicable after the funding of the Loans, the proceeds of all Loans not otherwise applied directly to the payment of amounts permitted to be paid under the Approved Budget (after giving effect to the Permitted Variances) shall be maintained in deposit accounts of the Debtors that are subject to the Liens in favor of the Collateral Agent, which Liens shall be granted and automatically perfected solely pursuant to the Orders.

9.12 Additional Security; Further Assurances; etc.

(a) To the extent not effected by the Orders, Holdings and the Borrower will, and will cause each of the other Credit Parties to, grant to the Collateral Agent for the benefit of the Secured Creditors security interests in such assets and properties of the Credit Parties as are acquired after the Closing Date (other than assets constituting Excluded Collateral) and as may be reasonably requested from time to time by the Collateral Agent (acting at the Direction of the Required Backstop Lenders) (collectively, as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time, the "Additional DIP Security Documents"). All such security interests shall be granted pursuant to documentation consistent with any DIP

Security Documents entered into on the Closing Date, if applicable, and otherwise reasonably satisfactory in form and substance to the Collateral Agent (acting at the Direction of the Required Backstop Lenders) and (subject to exceptions as are reasonably acceptable to the Collateral Agent (acting at the Direction of the Required Backstop Lenders)) shall constitute, upon taking all necessary perfection action valid and enforceable perfected security interests (except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and by equitable principles (regardless of whether enforcement is sought in equity or at law)), superior to and prior to the rights of all third Persons other than holders of Permitted Liens with priority by virtue of applicable law and subject to no other Liens except for Permitted Liens (in each case, except as otherwise provided in the Orders). The Additional DIP Security Documents or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect (subject to exceptions as are reasonably acceptable to the Collateral Agent (acting at the Direction of the Required Backstop Lenders)) the Liens in favor of the Collateral Agent required to be granted pursuant to the Additional DIP Security Documents and the Orders. Except as otherwise provided in the Orders, notwithstanding any other provision in this Agreement or any other Credit Document, no Excluded Subsidiary shall be required to pledge any of its assets to secure any obligations of the Borrower under the Credit Documents or guarantee the obligations of the Borrower under the Credit Documents; *provided* that none of the Subsidiaries that are Debtors in the Chapter 11 Cases will be an Excluded Subsidiary.

(b) Except as otherwise provided in the Orders, with respect to any Person that is or becomes a Group Member (or ceases to be an Excluded Subsidiary) after the Closing Date, Holdings and the Borrower will, and will cause each applicable Group Member to, (i) deliver to the Collateral Agent the certificates, if any, representing all (or such lesser amount as is required) of the Equity Interests of such Group Member, together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all intercompany notes owing from such Group Member to any Credit Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Credit Party (in each case, to the extent required pursuant to the DIP Security Agreement and the Orders), and (ii) cause such new Group Member (other than an Excluded Subsidiary) to (A) execute a joinder agreement to the DIP Guaranty Agreement and a joinder agreement to each applicable DIP Security Document, substantially in the form annexed thereto, and (B) take all actions necessary or advisable in the opinion of the Administrative Agent (acting at the Direction of the Required Backstop Lenders) or the Collateral Agent (acting at the Direction of the Required Backstop Lenders) to cause the Lien created by the applicable DIP Security Document and required by the Orders to be duly perfected to the extent required by such agreement in accordance with all applicable Requirements of Law and the Orders, including the filing of financing statements in such jurisdictions as may be reasonably requested by the Administrative Agent (acting at the Direction of the Required Backstop Lenders) or the Collateral Agent (acting at the Direction of the Required Backstop Lenders).

(c) Holdings and the Borrower will, and will cause each of the other Credit Parties to, at the expense of the Credit Parties, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent, promptly, upon the reasonable request of the Administrative Agent (acting at the Direction of the Required Backstop Lenders) or the Collateral Agent (acting at the Direction of the Required Backstop Lenders), at the Credit Parties' expense, any document or

instrument supplemental to or confirmatory of the DIP Security Documents and the Orders to the extent deemed by the Administrative Agent (acting at the Direction of the Required Backstop Lenders) or the Collateral Agent (acting at the Direction of the Required Backstop Lenders) reasonably necessary for the continued validity, perfection and priority of the Liens on the Collateral covered thereby subject to no other Liens except for Permitted Liens or as otherwise permitted by the applicable DIP Security Document and the Orders.

(d) Notwithstanding the foregoing, it is understood and agreed that no control agreements, intellectual property security agreements, mortgages or legal opinions shall be required, and no DIP Security Documents or filings shall be made under any non-U.S. jurisdiction, in connection with the Credit Documents.

9.13 Post-Closing Actions. Each of Holdings and the Borrower agrees that it will, or will cause the other relevant Group Members to, complete each of the actions described on Schedule 9.13 as soon as commercially reasonable and by no later than the date set forth on Schedule 9.13 with respect to such action or such later date as the Administrative Agent (acting at the Direction of the Required Backstop Lenders) may reasonably agree in its reasonable discretion.

9.14 Reserved.

9.15 Reserved.

9.16 Milestones. The Borrower shall, and shall cause the other Debtors to, comply with the Milestones (in each case, as then in effect after giving effect to any extensions, waivers or amendments thereto made in accordance with the requirements of the Credit Documents or the Restructuring Support Agreement, as applicable).

9.17 Bankruptcy Matters. The Debtors shall cause all proposed (i) drafts of Definitive Documents (as defined in the Restructuring Support Agreement), (ii) orders related to or affecting the Loans and the other Obligations, the Prepetition Debt and the Credit Documents, any other financing or use of Cash Collateral, any sale or other disposition of Collateral outside of the ordinary course, cash management, adequate protection, any plan of reorganization and/or any disclosure statement related thereto, (iii) orders concerning the financial condition of Holdings, the Borrower or any of their Subsidiaries or other Indebtedness of the Debtors or seeking relief under section 363, 364, 365, 1113 or 1114 of the Bankruptcy Code or Rule 9019 of the Federal Rules of Bankruptcy Procedure, (iv) orders authorizing additional payments to critical vendors (outside of the relief approved in the First Day Orders and "second day" orders), (v) other orders establishing procedures for administration of the Chapter 11 Cases or approving significant transactions submitted to the Bankruptcy Court and (vi) any other material Bankruptcy Court orders, motions and other filings, in each case, proposed by the Debtors to be provided in draft form to the Agents, the Required Backstop Lenders and their respective counsel at least three Business Days prior to the proposed filing and to be in accordance with and permitted by the terms of this Agreement and the Restructuring Support Agreement or otherwise reasonably acceptable to the Required Backstop Lenders.

9.18 Cash Management Order. Each Credit Party shall maintain its cash management system in a manner reasonably acceptable to the Required DIP Lenders (which shall be deemed

satisfied if the cash management system is substantially the same as the cash management system in existence on the Petition Date, with such modifications as set forth under the Cash Management Order (subject to any approval or consent rights of the Agents or the DIP Lenders provided therein)).

Section 10. Negative Covenants.

Holdings, the Borrower and each of the other Group Members (*provided* that notwithstanding anything to the contrary herein, only Sections 10.06, 10.09(b), 10.10, 10.12 10.13, 10.14 and 10.15 shall apply to Holdings) hereby covenant and agree that on and after the Closing Date and so long as any DIP Lender shall have any Commitment hereunder, Loan or other Obligation (other than any indemnification obligations arising hereunder which are not then due and payable):

10.01 Liens. The Borrower will not, and will not permit any other Group Member without the express written consent of the Required DIP Lenders to, directly or indirectly, create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible) of the Borrower or any other Group Member, whether now owned or hereafter acquired; *provided* that the provisions of this Section 10.01 shall not prevent the creation, incurrence, assumption or existence of, or any filing in respect of, the following (Liens described below are herein referred to as "Permitted Liens"), which shall be subject in all respects to the Orders:

(i) Liens for Taxes not yet overdue for thirty (30) days or not yet due and payable or Liens for Taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with U.S. GAAP (or, for Foreign Subsidiaries, in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization);

(ii) Liens in respect of property or assets of the Borrower or any other Group Member imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, contractors', materialmen's, repairer's and mechanics' liens and other similar Liens arising in the ordinary course of business, and (A) which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien for which adequate reserves have been established in accordance with U.S. GAAP (or, for Foreign Subsidiaries, in conformity with generally accepted accounting principles in their respective jurisdiction of organization) or (B) in respect of which no obligations are past due;

(iii) Liens (x) in existence on the Closing Date which are listed, and the property subject thereto described, on Schedule 10.01(iii) and (y) Liens securing Permitted Refinancing Indebtedness in respect of any Indebtedness secured by the Liens referred to in clause (x);

(iv) (A) Liens created pursuant to the Credit Documents and (B) Liens on the Collateral securing Indebtedness permitted pursuant to Section 10.04(i)(B)-(H) to

the extent such Liens existed on the Petition Date or are otherwise contemplated by the Orders;

(v) leases, subleases, licenses or sublicenses (including licenses or sublicenses of software, technology and other Intellectual Property) granted to other Persons not materially interfering with the conduct of the business of the Borrower or any other Group Member, taken as a whole;

(vi) Liens (x) upon assets of the Borrower or any other Group Member securing Indebtedness permitted by Section 10.04(iii); *provided* that such Liens do not encumber any asset of the Borrower or any other Group Member other than the assets acquired with such Indebtedness and after-acquired property that is affixed or incorporated into such assets and proceeds and products thereof; *provided* that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender on customary terms and (y) Liens securing Permitted Refinancing Indebtedness in respect of any Indebtedness secured by the Liens referred to in clause (x);

(vii) Liens securing Permitted Refinancing Indebtedness to the extent such Liens are permitted pursuant to the definition thereof;

(viii) easements, rights-of-way, restrictions (including zoning and other land use restrictions), covenants, conditions, licenses, encroachments, protrusions and other similar charges or encumbrances and title deficiencies, which in the aggregate do not materially interfere with the conduct of the business of the Borrower or any other Group Member, taken as a whole;

(ix) Liens arising from precautionary UCC or other similar financing statement filings regarding operating leases or consignments entered into in the ordinary course of business;

(x) attachment and judgment Liens, to the extent and for so long as the underlying judgments and decrees do not constitute an Event of Default pursuant to Section 11.10 and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(xi) statutory, common law and contractual landlords' liens under leases to which the Borrower or any other Group Member is a party;

(xii) Liens (other than Liens imposed under ERISA or any pension standards legislation of any other applicable jurisdiction) incurred in the ordinary course of business in connection with workers' compensation claims, unemployment insurance, statutory or registered pension plans and social security benefits and Liens securing leases and obligations permitted pursuant to Section 10.04(xvi) (including (i) those to secure health, safety and environmental obligations and (ii) those required or requested by any Governmental Authority other than letters of credit) incurred in the ordinary course of business;

(xiii) Permitted Encumbrances;

(xiv) the Carve Out;

(xv) deposits or pledges to secure bids, tenders, contracts (other than contracts for the repayment of borrowed money) leases and obligations permitted pursuant to Section 10.04(xvi) (including (i) those to secure health, safety and environmental obligations and (ii) those required or requested by any Governmental Authority other than letters of credit), and as security for the payment of rent, in each case arising in the ordinary course of business;

(xvi) Prepetition Permitted Liens;

(xvii) any interest or title of, and any Liens created by, a lessor, lessee, sublessor, licensee, sublicensee, licensor or sublicensor under any lease, sublease, license or sublicense agreement (including software and other technology licenses) in the ordinary course of business;

(xviii) Liens on property subject to Sale-Leaseback Transactions to the extent such Sale-Leaseback Transactions are permitted by Section 10.02(xii);

(xix) (x) any encumbrances or restrictions (including, put and call agreements) with respect to the Equity Interests of any joint venture or similar arrangement permitted by the terms of this Agreement arising pursuant to the agreement evidencing such joint venture or similar arrangement and (y) Liens on Equity Interests of any joint venture securing Indebtedness or other obligations of such joint venture;

(xx) Liens in favor of the Borrower or any Group Member securing intercompany Indebtedness permitted by Section 10.04(vi); *provided* that any Liens securing Indebtedness that is required to be subordinated pursuant to Section 10.04(vi) shall be subordinated to the Liens created pursuant to the DIP Security Documents;

(xxi) Liens on specific items of inventory or other goods (and proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods, and pledges or deposits in the ordinary course of business;

(xxii) Liens on insurance policies and the proceeds thereof (whether accrued or not) and rights or claims against an insurer, in each case securing insurance premium financings permitted under Section 10.04(x);

(xxiii) Liens that may arise on inventory or equipment of the Borrower or any other Group Member in the ordinary course of business as a result of such inventory or equipment being located on premises owned by Persons other than the Borrower and the Group Members (including Liens arising out of conditional sale, title retention (including extended retention of title), consignment or similar arrangements for the sale of goods);

(xxiv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(xxv) Liens (i) of a collection bank arising under Section 4-210 of the UCC (or similar provisions of other Requirements of Law) on items in the course of collection, (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and (iii) in favor of a banking or other financial institution arising as a matter of law or under customary general terms and conditions encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(xxvi) Liens on cash collateral securing letters of credit incurred pursuant to Section 10.04(iv) in accordance with the Orders;

(xxvii) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence or issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Group Member to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Group Member or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any other Group Member in the ordinary course of business;

(xxviii) Liens attaching solely to cash earnest money deposits in connection with any letter of intent or purchase agreement in connection with any Investment permitted hereunder;

(xxix) other Liens on the Collateral to the extent securing liabilities outstanding pursuant to Section 10.04(xv) on a junior-lien basis to the Liens securing the Obligations with a principal amount not in excess of $2,000,000 in the aggregate at any time outstanding and any Liens securing Permitted Refinancing Indebtedness of any Indebtedness secured by a Lien set forth in this clause (xxix);

(xxx) [reserved];

(xxxi) cash deposits with respect to any Indebtedness to the extent permitted by Section 10.07;

(xxxii) Liens on accounts receivable sold in connection with the sale or discount of accounts receivable permitted by Section 10.02(iv);

(xxxiii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any Group Member in the ordinary course of business;

(xxxiv) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other

brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(xxxv) (i) zoning, building, entitlement and other land use regulations by Governmental Authorities with which the normal operation of the business of the Borrower and the Group Members complies, and (ii) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower or any Group Member;

(xxxvi) deposits made in the ordinary course of business to secure liability to insurance carriers or under self-insurance arrangements in respect of such obligations;

(xxxvii) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof;

(xxxviii) so long as no Event of Default has occurred and is continuing at the time of granting such Liens, Liens on cash deposits securing any Interest Rate Protection Agreement or Other Hedging Agreement permitted hereunder;

(xxxix) Liens otherwise expressly approved by the Required Backstop Lenders (which may be in the form of electronic mail by their counsel);

(xl) customary Liens granted in favor of a trustee to secure fees and other amounts owing to such trustee under an indenture or other agreement pursuant to which Indebtedness not prohibited by the indenture is issued (including the indenture under which the notes are to be issued);

(xli) leases and subleases of real property that do not materially interfere with the ordinary conduct of the business of the Borrower or any other Group Member;

(xlii) Liens on cash or Cash Equivalents (and the related escrow accounts) in connection with the issuance into (and pending the release from) escrow of any Indebtedness;

(xliii) Liens on property or assets used to redeem, repay, defease or to satisfy and discharge Indebtedness; *provided* that such redemption, repayment, defeasance or satisfaction and discharge is not prohibited by this Agreement and that such deposit shall be deemed for purposes of Section 10.07 (to the extent applicable) to be a prepayment of such Indebtedness;

(xliv) the Adequate Protection Liens (as defined in the DIP Orders); and

(xlv) other ordinary course Liens or Liens consistent with past practice, in each case, incidental to the conduct of any Foreign Subsidiaries' business or the ownership of its property not securing any Indebtedness of such Foreign Subsidiary, and

which do not in the aggregate materially detract from the value of such Foreign Subsidiaries' property when taken as a whole or materially impair the use thereof in the operation of its business.

10.02 Consolidation, Merger, or Sale of Assets, etc. The Borrower will not, and will not permit any other Group Member, without the express written consent of the Required DIP Lenders, to, directly or indirectly, wind up, liquidate or dissolve its affairs or enter into any partnership, joint venture, or transaction of merger or consolidation, or convey, sell, lease or otherwise dispose of all or any part of its property or assets, or enter into any Sale-Leaseback Transaction, except that (subject in all respects to the Orders):

(i) any Investment permitted by Section 10.05 (including those that may be structured as a merger, consolidation or amalgamation);

(ii) subject to the Aggregate Dispositions Cap, the Borrower and the Group Members may sell assets (including Equity Interests), so long as, (x) the Borrower or the respective Group Member receives at least fair market value (as determined in good faith by the Borrower or such Group Member, as the case may be) and (y) 100% of the consideration received by the Borrower or such Group Member shall be in the form of cash and/or Cash Equivalents and is paid at or about the time of the closing of such sale;

(iii) each of the Borrower and the Group Members may lease (as lessee) or license (as licensee) real or personal property (so long as any such lease or license does not create a Capitalized Lease Obligation except to the extent permitted by Section 10.04(iii));

(iv) each of the Borrower and the Group Members may sell or discount, in each case in the ordinary course of business, accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof and not as part of any financing transaction;

(v) each of the Borrower and the Group Members may grant non-exclusive licenses, sublicenses, leases or subleases to other Persons not materially interfering with the conduct of the business of the Borrower or any other Group Member, including of Intellectual Property;

(vi) (x) any Group Member may be merged, consolidated, dissolved, amalgamated or liquidated with or into (I) the Borrower (so long as (1) the surviving Person of such merger, consolidation, dissolution, amalgamation or liquidation is a corporation, company, exempted company, limited liability company, partnership or exempted limited partnership organized, formed, incorporated or existing under the laws of the United States of America or any state thereof or the District of Columbia and (2) such surviving Person is the Borrower), or (II) any Group Guarantor (so long as the surviving Person of such merger, consolidation, dissolution, amalgamation or liquidation is a Wholly-Owned U.S. Subsidiary of Holdings, is a corporation, limited liability company or limited partnership and is or becomes a Group Guarantor concurrently with such merger, consolidation, dissolution, amalgamation or liquidation), (y) any Excluded Subsidiary may be merged,

consolidated, dissolved, amalgamated or liquidated with or into any other Excluded Subsidiary and (z) any Excluded Subsidiary may be merged, consolidated, dissolved, amalgamated or liquidated with or into any Credit Party (so long as such Credit Party is the surviving corporation of such merger, consolidation, dissolution, amalgamation or liquidation); *provided* that, any such merger, consolidation, dissolution, amalgamation or liquidation shall only be permitted pursuant to this clause (vi), so long as (I) no Event of Default then exists or would exist immediately after giving effect thereto and (II) any security interests granted to the Collateral Agent for the benefit of the Secured Creditors in the assets (and Equity Interests) of any such Person subject to any such transaction shall not be impaired in any material respect as a result of such merger, consolidation, dissolution, amalgamation or liquidation;

(vii) the Credit Parties and their Subsidiaries may make dispositions of all or substantially all of the Debtor's assets pursuant to Section 363 of the Bankruptcy Code, after funding the Carve Out and a wind-down budget reasonably acceptable to the Required DIP Lenders (to the extent not otherwise resulting in an Event of Default);

(viii) each of the Borrower and the Group Members may make sales or leases of (A) inventory in the ordinary course of business, (B) goods held for sale in the ordinary course of business and (C) subject to the Aggregate Dispositions Cap, immaterial assets for fair market value;

(ix) subject to the Aggregate Dispositions Cap, each of Borrower and the Group Members may sell or otherwise dispose of (i) obsolete, surplus or worn out property and (ii) property no longer used or useful in the conduct of the business of the Borrower and the Group Members, in each case of this clause (ix), in the ordinary course of business and consistent with past practice;

(x) the Credit Parties and their Subsidiaries may make dispositions that are approved by an order of the Bankruptcy Court (that is in form and substance reasonably acceptable to the Required DIP Lenders);

(xi) in order to effect a sale, transfer or disposition otherwise permitted by this Section 10.02, a Subsidiary of the Borrower may be merged, amalgamated or consolidated with or into another Person, or may be dissolved or liquidated;

(xii) subject to the Aggregate Dispositions Cap, each of the Borrower and the Group Members may effect Sale-Leaseback Transactions for fair market value (as determined by the Borrower in good faith) and with 100% of the consideration in the form of cash or Cash Equivalents;

(xiii) the issuance of directors' qualifying shares and shares of Equity Interests of Foreign Subsidiaries issued to foreign nationals to the extent required by Requirements of Law;

(xiv) the Credit Parties and their Subsidiaries may make dispositions that would satisfy the Obligations and the Adequate Protection Obligations (as defined in the DIP Orders) in full in cash;

(xv) each of the Borrower and the Group Members may make transfers of property subject to casualty or condemnation proceedings upon the occurrence of the related Recovery Event;

(xvi) each of the Borrower and the Group Members may abandon, allow to lapse or expire or otherwise become invalid Intellectual Property rights in the ordinary course of business, in the exercise of its reasonable good faith judgment;

(xvii) each of the Borrower and the Group Members may make voluntary terminations of or unwind Interest Rate Protection Agreements, Other Hedging Agreements and Treasury Services Agreements;

(xviii) each of the Borrower and the Group Members may make dispositions resulting from foreclosures by third parties on properties of the Borrower or any other Group Member so long as such foreclosure does not constitute an Event of Default and acquisitions by the Borrower or any other Group Member resulting from foreclosures by such Persons or properties of third parties;

(xix) each of the Borrower and the Group Members may terminate leases and subleases;

(xx) each of the Borrower and the Group Members may use cash and Cash Equivalents (or other assets that were Cash Equivalents when the relevant Investment was made) to make payments that are not otherwise prohibited by this Agreement;

(xxi) each of the Borrower or the Group Members may sell or otherwise dispose of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property, (ii) the proceeds of such sale or disposition are promptly applied to the purchase price of such replacement property or (iii) such disposition constitutes Permitted Asset Swaps and are entered into for a bona fide commercial purpose and for fair market value, subject, in the case of this subclause (iii), to the Aggregate Dispositions Cap;

(xxii) sales, dispositions or contributions of property (A) between Credit Parties (other than Holdings), (B) between Group Members (other than Credit Parties), (C) by Group Members that are not Credit Parties to the Credit Parties (other than Holdings) or (D) by Credit Parties to any Group Member that is not a Credit Party; *provided* that with respect to clause (D), such transaction (1) shall be for fair market value and (2) shall be, or shall be deemed to be, an Investment subject to Section 10.05;

(xxiii) dispositions of Investments (including Equity Interests) in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements

between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(xxiv) transfers of condemned property as a result of the exercise of "eminent domain" or other similar powers to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of property that have been subject to a casualty to the respective insurer of such real property as part of an insurance settlement; *provided* that the proceeds of such dispositions are applied in accordance with Section 5.02;

(xxv) dispositions otherwise expressly approved by the Required DIP Lenders in writing (which consent may be in the form of electronic mail by their counsel);

(xxvi) dispositions permitted by Section 10.03 and the granting of any Liens permitted by Section 10.01;

(xxvii) dispositions undertaken in good faith solely for Tax planning purposes, so long as after giving effect to such dispositions, the security interest of the Collateral Agent in the Collateral for the benefit of the Secured Creditors, taken as a whole, is not adversely affected in any material respect;

(xxviii) subject to the Aggregate Dispositions Cap, other dispositions for fair market value; and

(xxix) the Borrower and the Group Members may surrender or waive contractual rights and settle or waive contractual or litigation claims in the ordinary course of business or consistent with past practice or otherwise if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Group Members, taken as a whole.

To the extent the Required DIP Lenders (or such other percentage of the DIP Lenders as may be required by this Section 10.02) waive the provisions of this Section 10.02 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 10.02 (other than to the Borrower or a Guarantor), such Collateral shall be sold free and clear of the Liens created by the DIP Security Documents, and the Administrative Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate by them in order to effect the foregoing. Notwithstanding the foregoing, the disposition of any Collateral not in the ordinary course of business shall require the consent of the Required DIP Lenders.

Notwithstanding the foregoing, the fair market value of the aggregate amount of dispositions made pursuant to clauses (ii), (viii)(C), (ix), (xii), (xxi) and (xxviii) above on or after the Closing Date shall not exceed $5,000,000 (the "Aggregate Dispositions Cap").

10.03 Dividends. Existing Borrower will not, and will not permit any of its Subsidiaries to, without the express written consent of the Required DIP Lenders, directly or indirectly, authorize, declare or pay any Dividends, except that (subject to the Orders and the Approved Budget in all respects):

(i) any Subsidiary of the Borrower may authorize, declare and pay Dividends or return capital or make distributions and other similar payments with regard to its Equity Interests to the Borrower or to other Subsidiaries of the Borrower which directly or indirectly own equity therein;

(ii) any non-Wholly-Owned Subsidiary of the Borrower may authorize, declare and pay cash Dividends to its shareholders generally so long as the Borrower or its Subsidiary which owns the Equity Interests in the Subsidiary paying such Dividends receives at least its proportionate share thereof (based upon its relative holding of the Equity Interests in the Subsidiary paying such Dividends and taking into account the relative preferences, if any, of the various classes of Equity Interests of such Subsidiary);

(iii) the Borrower may authorize, declare and pay Dividends with the prior written consent of the Required DIP Lenders or otherwise in accordance with an Approved Budget (after giving effect to the Permitted Variances);

(iv) [reserved];

(v) the Borrower may authorize, declare and pay cash Dividends to Holdings so long as the proceeds thereof are promptly used by Holdings (or subsequently paid to any Parent Company) to pay costs (including all Professional Fees and expenses) incurred by Holdings or any Parent Company in connection with reporting obligations under or otherwise incurred in connection with compliance with Requirements of Law, applicable rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, including in respect of any reports filed with respect to the Securities Act, the Exchange Act or the respective rules and regulations promulgated thereunder, in each case, to the extent attributable to the ownership of the Borrower;

(vi) the Borrower may authorize, declare and pay cash Dividends or other distributions, or make loans or advances to, Holdings or any Parent Company or the equity interest holders thereof in amounts required for Holdings or any Parent Company or the equity interest holders thereof to pay, in each case without duplication:

(A) franchise Taxes (and other fees and expenses) required to maintain their existence to the extent such Taxes, fees and expenses are reasonably attributable to the operations of Holdings, the Borrower and the other Group Members;

(B) with respect to any taxable period ending after the Closing Date for which the Borrower and/or any other Group Member are members of a consolidated, combined or similar tax group for U.S. federal and/or applicable state, local or foreign tax purposes of which a direct or indirect parent of the Borrower is the common parent, the portion of any such U.S. federal, state, local and/or foreign taxes (including any alternative minimum taxes) of such tax group that is attributable to the Borrower and the applicable Group Members*; provided* that the aggregate amount of such payments with respect to such period (regardless of when paid) shall not exceed the aggregate amount of such Taxes that the Borrower and/or

its applicable Group Members would have been required to pay with respect to such period were such entities stand-alone corporate taxpayers or a stand-alone corporate tax group for all applicable taxable periods ending after the date hereof taking into account any applicable limitations on the ability to utilize net operating loss carryforwards and similar tax attributes under the Code;

(C) [reserved];

(D) [reserved];

(E) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of Holdings or any Parent Company;

(F) [reserved]; and

(G) [reserved];

(vii) the Borrower and the other Group Members may give reasonable and customary indemnities to directors, officers and employees of Holdings or any Parent Company in the ordinary course of business, to the extent reasonably attributable to the ownership or operation of the Borrower and the other Group Members;

(viii) the Borrower may authorize, declare and pay cash Dividends to Holdings so long as the proceeds thereof are promptly used by Holdings (or subsequently paid to any Parent Company) for payment of obligations under or in respect of director and officer insurance policies to the extent reasonably attributable to the ownership or operation of the Borrower and the other Group Members;

(ix) [reserved];

(x) [reserved];

(xi) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants or similar equity incentive awards;

(xii) [reserved];

(xiii) [reserved];

(xiv) [reserved];

(xv) [reserved];

(xvi) the Borrower and each Subsidiary thereof may authorize, declare and make Dividend payments or other distributions payable solely in the Equity Interests of such Person so long as in the case of Dividend or other distribution by a Subsidiary of

the Borrower, the Borrower or a Subsidiary thereof receives at least its *pro rata* share of such dividend or distribution;

(xvii) [reserved]; and

(xviii) the Borrower and any of its Subsidiaries may authorize, declare and pay Dividends within ninety (90) days after the date of declaration thereof, if at the date of declaration of such payment, such payment would have complied with another provision of this Section 10.03.

Notwithstanding anything to the contrary, no such Dividends shall be permitted after the Petition Date unless such Dividends are made strictly in accordance with the Approved Budget.

10.04 Indebtedness. The Borrower will not, and will not permit any other Group Member to, without the express written consent of the Required DIP Lenders, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, except (subject in all respects to the Orders):

(i) (A) Indebtedness incurred by the Credit Parties pursuant to this Agreement and the other Credit Documents, (B) Indebtedness incurred by the Credit Parties pursuant to the Prepetition USS ABL Credit Agreement in an aggregate principal amount not to exceed $153,207,900, (C) Indebtedness incurred by the Credit Parties pursuant to the Prepetition Amended 2029 Notes Indenture in an aggregate principal amount not to exceed $133,021,000, (D) Indebtedness incurred by the Credit Parties pursuant to the Prepetition 2030 Third-Out Notes Indenture in an aggregate principal amount not to exceed $193,828,459, (E) Indebtedness incurred by the Credit Parties pursuant to Prepetition Amended First Lien Credit Agreement in an aggregate principal amount not to exceed $46,225,666, (F) Indebtedness incurred by the Credit Parties pursuant to the Prepetition USS Intercompany Credit Agreement in an aggregate principal amount not to exceed $2,513,732,017, (G) Indebtedness incurred by the Credit Parties pursuant to the Prepetition 2030 First-Out Notes Indenture in an aggregate principal amount not to exceed $10,421,708; and (H) Indebtedness incurred by the Credit Parties pursuant to the Prepetition First-Out/Second-Out Credit Agreement in an aggregate principal amount not to exceed $2,209,481,850;

(ii) Indebtedness under Interest Rate Protection Agreements entered into with respect to other Indebtedness permitted under this Section 10.04 so long as the entering into of such Interest Rate Protection Agreements are bona fide hedging activities and are not for speculative purposes;

(iii) Indebtedness of the Borrower and the other Group Members evidenced by Capitalized Lease Obligations and purchase money Indebtedness (including obligations in respect of mortgages, industrial revenue bonds, industrial development bonds and similar financings) solely in connection with the acquisition, construction, installation, repair, replacement or improvement of fixed or capital assets and any Permitted Refinancing Indebtedness in respect thereof; *provided* that in no event shall the aggregate principal amount of all such Indebtedness incurred or assumed in each case after

the Closing Date pursuant to this clause (iii) exceed $5,000,000 at any one time outstanding;

(iv) Indebtedness consisting of letters of credit in an aggregate principal amount at any time outstanding not to exceed $10,000,000 (which shall be incurred pursuant to the Prepetition USS ABL Credit Agreement) as described in the Orders, or as otherwise expressly permitted by the Required Backstop Lenders;

(v) [reserved];

(vi) intercompany Indebtedness and cash management pooling obligations and arrangements owing (A) among Credit Parties (other than Holdings), (B) among Group Members that are not Credit Parties, (C) by Group Members that are not Credit Parties to Credit Parties (other than Holdings) in the form of intercompany loans in the ordinary course of business and consistent with past practice; provided that the aggregate principal amount of Indebtedness outstanding under this clause (vi)(C) that is not incurred in connection with cash management activities and tax planning in the ordinary course of business and consistent with past practice shall not exceed, when taken together with Investments made by Credit Parties in Group Members that are not Credit Parties that are not made in connection with cash management activities and tax planning in the ordinary course of business and consistent with past practice pursuant to Section 10.05(vi)(C) that are outstanding at such time, $1,000,000 and (D) by Credit Parties (other than Holdings) to Group Members that are not Credit Parties in the ordinary course of business and consistent with past practice so long as such Indebtedness is unsecured and is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Backstop Lenders); *provided* that the aggregate principal amount of Indebtedness outstanding under this clause (vi)(D) shall not exceed $1,000,000;

(vii) Indebtedness outstanding on the Closing Date and listed on Schedule 10.04(vii) and any Permitted Refinancing Indebtedness in respect thereof;

(viii) Indebtedness otherwise expressly approved by the Required DIP Lenders in writing (which may be in the form of electronic mail by their counsel);

(ix) [reserved];

(x) Indebtedness incurred in the ordinary course of business to finance insurance premiums or take-or-pay obligations contained in supply arrangements;

(xi) Indebtedness incurred in the ordinary course of business in respect of netting services, overdraft protections, employee credit card programs, automatic clearinghouse arrangements and other similar services in connection with cash management and deposit accounts and Indebtedness in connection with the honoring of a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, including in each case, obligations under any Treasury Services Agreements;

(xii) Indebtedness in respect of Other Hedging Agreements so long as the entering into of such Other Hedging Agreements are bona fide hedging activities and are not for speculative purposes;

(xiii) [reserved];

(xiv) unsecured, subordinated Indebtedness arising from agreements providing for contingent or deferred payments (including indemnification payments, adjustments of purchase or acquisition price, earn-outs, non-competes, consulting payments and similar obligations) or other similar arrangements incurred or assumed in connection with any Investment, in each case, permitted under this Agreement;

(xv) additional Indebtedness (not constituting Indebtedness for borrowed money) of the Credit Parties and any Permitted Refinancing Indebtedness in respect thereof not to exceed $2,000,000 in aggregate principal amount outstanding at any time; provided that, (x) any Indebtedness incurred pursuant to this clause (xv) shall be either unsecured or, if secured, secured pursuant to, and subject to the requirements of, Section 10.01(xxix), and (y) as applicable, the final scheduled maturity date of such Indebtedness shall be no earlier than the Latest Maturity Date of the Loans;

(xvi) Indebtedness and obligations in respect of contracts (including trade contracts and government contracts), statutory obligations, tenders, performance bonds, bid bonds, custom bonds, stay and appeal bonds, surety bonds, indemnity bonds, judgment bonds, replevin bonds, performance and completion and return of money bonds and guarantees, financial assurances, bankers' acceptance facilities, suretyship arrangements, completion guarantees and similar obligations and obligations of a like nature or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case not in connection with the borrowing of money;

(xvii) Contingent Obligations to insurers required in connection with worker's compensation and other insurance coverage incurred in the ordinary course of business;

(xviii) guarantees made by the Borrower or any other Group Member of Indebtedness of the Borrower or any other Group Member permitted to be outstanding under this Section 10.04; *provided* that (x) such guarantees are permitted by Section 10.05(vi) and (y) no Subsidiary that is not a Credit Party shall guarantee Indebtedness of a Credit Party pursuant to this clause (xviii);

(xix) guarantees made by any Foreign Subsidiary of Indebtedness of any other Foreign Subsidiary permitted to be outstanding under this Section 10.04;

(xx) [reserved];

(xxi) customary contingent obligations in connection with sales, other dispositions and leases permitted under Section 10.02 (but not in respect of Indebtedness for borrowed money or Capitalized Lease Obligations) including indemnification

obligations with respect to leases, and guarantees of collectability in respect of accounts receivable or notes receivable for up to face value;

(xxii) guarantees of Indebtedness of directors, officers and employees of the Borrower or any other Group Member in respect of expenses of such Persons in connection with relocations and other ordinary course of business purposes;

(xxiii) [reserved];

(xxiv) [reserved];

(xxv) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, to the extent such Indebtedness is extinguished reasonably promptly after receipt of notice thereof;

(xxvi) (x) severance, pension and health and welfare retirement benefits or the equivalent thereof to current and former officers, employees and directors of the Borrower or the other Group Members incurred in the ordinary course of business, (y) Indebtedness representing deferred compensation or stock-based compensation to current and former officers, employees and directors of the Borrower and the other Group Members and (z) Indebtedness consisting of promissory notes issued by any Credit Party to current or former officers, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of any Parent Company permitted by Section 10.03;

(xxvii) [reserved];

(xxviii) (x) guarantees made by the Borrower or any other Group Member of obligations (not constituting Indebtedness for borrowed money) of the Borrower or any other Group Member or any customers owing to vendors, suppliers and other third parties incurred in the ordinary course of business, (y) guarantees made by the Borrower or the other Group Members in the ordinary course of business in respect of obligations of or to suppliers, customers, franchisees, lessors, licensees and sublicensees in connection with the purchase or acquisition of equipment, supplies or other property and (z) Indebtedness of any Credit Party (other than Holdings) as an account party in respect of trade letters of credit issued in the ordinary course of business;

(xxix) [reserved];

(xxx) [reserved];

(xxxi) [reserved];

(xxxii) [reserved];

(xxxiii) [reserved]; and

(xxxiv) all premiums (if any), interest (including post-petition interest and interest paid-in-kind), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxxiii) above.

The Borrower or any other Group Member may incur Indebtedness permitted by this Section 10.04 (including, to the extent permitted by this Section 10.04, through the use of the same basket or other exception used to originally incur the debt securities being satisfied and discharged), to satisfy and discharge any debt securities permitted to be incurred by this Section 10.04, at the same time as such debt securities are outstanding, so long as the net proceeds of such Indebtedness are promptly deposited with the trustee to satisfy and discharge the applicable indenture in accordance with such debt securities.

For purposes of determining compliance with this Section 10.04, if any Indebtedness that was originally incurred in reliance on a basket measured by reference to a fixed dollar-denominated amount is subsequently refinanced from the proceeds of Permitted Refinancing Indebtedness, and such refinancing would cause the fixed dollar-denominated amount to be exceeded, then such fixed dollar-denominated amount will not be deemed to be exceeded to the extent the principal amount of such obligations secured by such newly incurred Permitted Refinancing Indebtedness does not exceed the amount permitted pursuant to clause (1) of the definition of "Permitted Refinancing Indebtedness".

10.05 Advances, Investments and Loans. The Borrower will not, and will not permit any other Group Member to, without the express written consent of the Required DIP Lenders, directly or indirectly, lend money or credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to, any other Person (each of the foregoing, an "Investment" and, collectively, "Investments" and with the value of each Investment being measured at the time made and without giving effect to subsequent changes in value or any write-ups, write-downs or write-offs thereof but giving effect to any cash return or cash distributions received by the Borrower and the other Group Members with respect thereto (unless received substantially concurrently with the making of such Investment)), except that the following shall be permitted (each of the following, a "Permitted Investment" and collectively, "Permitted Investments"), subject in all respects to the Orders and the Approved Budget:

(i) the Borrower and the other Group Members may acquire and hold accounts receivable owing to any of them, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms of the Borrower or such Group Member;

(ii) the Borrower and the other Group Members may acquire and hold cash and Cash Equivalents;

(iii) the Borrower and the other Group Members may hold the Investments held by them (or may exist in the future pursuant to binding commitments) on the Closing Date and described on Schedule 10.05(iii), and any modification, replacement, renewal or extension thereof that does not increase the principal amount thereof unless any

additional Investments made with respect thereto are permitted under the other provisions of this Section 10.05;

(iv) the Borrower and the other Group Members may acquire and hold Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers, and Investments received in good faith settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(v) the Borrower and the other Group Members may enter into Interest Rate Protection Agreements to the extent permitted by Section 10.04(ii), and Other Hedging Agreements to the extent permitted by Section 10.04(xii);

(vi) Investments by (A) a Credit Party in any other Credit Party (other than Holdings), (B) by a Group Member that is not a Credit Party in any other Group Member that is not a Credit Party, and (C) by any Credit Party (other than Holdings) in any Group Member that is not a Credit Party in the form of an intercompany loan in the ordinary course of business and consistent with past practice; provided that the aggregate amount of Investments outstanding under this clause (vi)(C) that are not made in connection with cash management activities and tax planning in the ordinary course of business and consistent with past practice shall not exceed, when taken together with Indebtedness owing to Credit Parties from Group Members that are not Credit Parties pursuant to Section 10.04(vi)(C) that is not incurred in connection with cash management activities and tax planning in the ordinary course of business and consistent with past practice and that is outstanding at such time, $1,000,000;

(vii) [reserved];

(viii) loans and advances by the Borrower and the other Group Members to officers, directors and employees of the Borrower and the other Group Members in connection with (i) business-related travel, relocations and other ordinary course of business purposes (including travel and entertainment expenses) shall be permitted and (ii) any such Person's purchase of Equity Interests of Holdings or any Parent Company; *provided* that no cash is actually advanced pursuant to this clause (ii) unless immediately repaid;

(ix) advances of payroll payments to employees of the Borrower and the other Group Members in the ordinary course of business;

(x) non-cash consideration may be received in connection with any Asset Sale permitted pursuant to Section 10.02(ii), (x) or (xxviii);

(xi) additional Subsidiaries of Holdings may be established or created to the extent contemplated by the Plan (as defined in the Restructuring Support Agreement) approved by the Required DIP Lenders as permitted under Section 10.15; provided, that, for the avoidance of doubt, any Investments made to capitalize such additional Subsidiaries

must also be in accordance with the Plan (as defined in the Restructuring Support Agreement) approved by the Required DIP Lenders;

(xii) extensions of trade credit may be made in the ordinary course of business (including advances made to distributors consistent with past practice), Investments received in satisfaction or partial satisfaction of previously extended trade credit from financially troubled account debtors, Investments consisting of prepayments to suppliers made in the ordinary course of business and loans or advances made to distributors in the ordinary course of business;

(xiii) earnest money deposits may be made to the extent required in connection with Investments to the extent permitted under Section 10.01(xxviii);

(xiv) Investments in deposit accounts or securities accounts opened in the ordinary course of business;

(xv) Investments in the nature of pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business;

(xvi) Investments in the ordinary course of business consisting of UCC Article 3 (or the equivalent under other Requirements of Law) endorsements for collection or deposit;

(xvii) [reserved];

(xviii) [reserved];

(xix) in addition to other Investments permitted by this Section 10.05, the Borrower and the other Credit Parties may make additional loans, advances and other Investments to or in any Credit Party (other than Holdings);

(xx) the licensing, sublicensing or contribution of Intellectual Property rights pursuant to arrangements with Persons other than the Borrower and the other Group Members in the ordinary course of business for fair market value, as determined by the Borrower or such Group Member, as the case may be, in good faith;

(xxi) loans and advances to Holdings or any Parent Company in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or Dividends made to Holdings or any Parent Company), Dividends permitted to be made to Holdings or any Parent Company in accordance with Section 10.03; *provided* that any such loan or advance shall reduce the amount of such applicable Dividends thereafter permitted under Section 10.03 by a corresponding amount (if such applicable subsection of Section 10.03 contains a maximum amount);

(xxii) Investments to the extent that payment for such Investments is made in the form of common Equity Interests or Qualified Preferred Stock of Holdings or any Equity Interests of any other direct or indirect Parent Company to the seller of such Investments;

(xxiii) Investments of a Person that is acquired and becomes a Subsidiary or of a company merged or amalgamated or consolidated into any Subsidiary, in each case after the Closing Date and in accordance with this Section 10.05 and/or Section 10.02, as applicable, to the extent such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation, and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(xxiv) [reserved];

(xxv) to the extent that they constitute Investments, purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property, in each case, in the ordinary course of business;

(xxvi) Investments by the Borrower and the other Group Members (A) consisting of deposits, prepayment and other credits to suppliers or landlords and (B) in connection with obtaining, maintaining or renewing client contracts, each made in the ordinary course of business;

(xxvii) guarantees made in the ordinary course of business of (a) obligations owed to landlords, suppliers, customers, franchisees and licensees of the Borrower or the other Group Members and (b) operating leases (for the avoidance of doubt, excluding Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness;

(xxviii) Investments consisting of the licensing, sublicensing or contribution of Intellectual Property pursuant to joint marketing arrangements with other Persons;

(xxix) [reserved];

(xxx) [reserved];

(xxxi) [reserved];

(xxxii) [reserved];

(xxxiii) [reserved];

(xxxiv) [reserved];

(xxxv) [reserved];

(xxxvi) Investments consisting of guarantees permitted pursuant to clauses (x) and (y) of Section 10.04(xxviii);

(xxxvii) [reserved]; and

(xxxviii) Investments arising as a result of a Sale-Leaseback Transactions to the extent such Sale-Leaseback Transactions are permitted under Section 10.02(xii).

To the extent an Investment is permitted to be made by a Credit Party directly in any Group Member or any other Person who is not a Credit Party (each such person, a "Target Person") under any provision of this Section 10.05, such Investment may be made by advance, contribution or distribution by a Credit Party to a Group Member, and further advanced or contributed by such Group Member for purposes of making the relevant Investment in the Target Person without constituting an additional Investment for purposes of this Section 10.05 (it being understood that such Investment must satisfy the requirements of, and shall count toward any thresholds in, a provision of this Section 10.05 as if made by the applicable Credit Party directly to the Target Person).

10.06 Transactions with Affiliates. Holdings and the Borrower will not, and will not permit any other Group Member to, without the express written consent of the Required DIP Lenders, directly or indirectly, enter into any transaction or series of related transactions with any Affiliate of the Borrower or any other Group Member (an "Affiliate Transaction"), other than on terms and conditions deemed in good faith by the board of directors (or any committee thereof) of Holdings or the Borrower to be not less favorable to the Borrower or such other Group Member as would reasonably be obtained by the Borrower or such other Group Member at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except (subject in all respects to the Orders and the Approved Budget):

(i) Dividends (and loans and advances in lieu thereof) may be paid to the extent provided in Section 10.03;

(ii) loans and other transactions among Holdings, the Borrower and the other Group Members may be made if otherwise expressly permitted hereunder;

(iii) customary fees and indemnification (including the reimbursement of out-of-pocket expenses) may be paid to directors, officers and employees of Holdings, the Borrower and the other Group Members;

(iv) the Borrower and the other Group Members may enter into, and may make payments under, employment or other service-related agreements, employee benefits plans, stock option plans, indemnification provisions, stay bonuses, severance and other similar compensatory arrangements with current and former officers, employees, consultants and directors of Holdings, the Borrower and the other Group Members in the ordinary course of business;

(v) Holdings, the Borrower or any other Group Member may (A) [reserved] and (B) subject to Section 10.12(a), perform its obligations pursuant to the terms of the Advisory Agreement (excluding, for the avoidance of doubt, the payment of Advisory Fees);

(vi) the Transactions (including Transaction Costs) shall be permitted;

(vii) [reserved];

(viii) transactions described on Schedule 10.06(viii) or any amendment thereto to the extent such an amendment is not adverse to the DIP Lenders in any material respect;

(ix) Investments in Holdings' Subsidiaries and joint ventures (to the extent any such joint venture is only an Affiliate as a result of Investments by Holdings and the other Group Members in such joint venture) to the extent otherwise permitted under Section 10.05;

(x) [reserved];

(xi) transactions between the Borrower or any other Group Member and any Person that is an Affiliate solely due to the fact that a director of such Person is also a director of the Borrower or any other Group Member (and is not an Affiliate of the Borrower or any other Group Member for any other reason); *provided*, *however*, that such director abstains from voting as a director of the Borrower or such other Group Member, as the case may be, on any matter involving such other Person;

(xii) [reserved];

(xiii) transactions with joint ventures entered into in the ordinary course of business;

(xiv) [reserved];

(xv) [reserved];

(xvi) the entry into any tax-sharing arrangements between the Borrower or any other Group Member and any of their direct or indirect parents; *provided*, *however*, that any payment made by the Borrower or any other Group Member under such tax-sharing arrangements is, at the time made, otherwise permitted hereunder;

(xvii) transactions with customers, clients, lessors, landlords, suppliers, contractors, or purchasers or sellers of goods or services that are Affiliates, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to the Borrower and the other Group Members, or made in the reasonable determination of senior management or the board of directors (or similar governing body) of the Borrower or any direct or indirect parent of the Borrower;

(xviii) to the extent not otherwise prohibited by this Agreement, transactions between or among Holdings, the Borrower and any one or more of the other Group Members shall be permitted (including equity issuances);

(xix) [reserved]; and

(xx) transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated tax efficiency of the Borrower and the other Group Members and not for the purpose of circumventing any covenant set forth in this Agreement, so long as after giving effect to such transactions, the security interest of the Collateral Agent in the Collateral for the benefit of the Secured Creditors taken as a whole is not materially impaired.

Any Affiliate Transaction or series of related Affiliate Transactions between one or more Group Members, on the one hand, and the Sponsor or Sponsor Affiliate, on the other hand (other than pursuant to Section 10.06(v)) shall not be permitted unless (A) such Affiliate Transaction is on terms and conditions that are not less favorable to the Borrower or such other Group Member as would reasonably be obtained by the Borrower or such other Group Member at that time in a comparable arm's-length transaction with a Person other than an Affiliate and (B)(x) at least one independent member of the board of directors (or any committee thereof) of Holdings or the Borrower approves such Affiliate Transaction or (y) the Borrower delivers to the Administrative Agent a letter from an accounting, appraisal or investment banking firm or consultant, in each case of nationally recognized standing, that is, in the good faith determination of the Borrower, qualified to perform the task for which it has been engaged, stating that such transaction is on terms and conditions not less favorable to the Borrower or such other Group Member as would reasonably be obtained by the Borrower or such other Group Member at that time in a comparable arm's-length transaction with a Person other than an Affiliate.

10.07 Limitations on Payments, Certificate of Incorporation, By-Laws and Certain Other Agreements, etc. Subject to the Orders and, solely in the case of clause (i) below, the Approved Budget, the Borrower will not, and will not permit any other Group Member to, without the express written consent of the Required DIP Lenders, directly or indirectly:

(i) make (or give any notice in respect of) any voluntary or optional payment or prepayment on or redemption or acquisition for value of, or any prepayment or redemption as a result of any asset sale, Change of Control or similar event of (including, in each case, by way of depositing money or securities with the trustee with respect thereto or any other Person before due for the purpose of paying when due), (1) any Indebtedness under any Subordinated Indebtedness, (2) Prepetition Debt or (3) any Indebtedness that is unsecured or secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Obligations, (clauses (1), (2) and (3), collectively, "Restricted Indebtedness"), except the Credit Parties may (a) make payments contemplated by this Agreement and the other Credit Documents, including payments with respect to Adequate Protection Obligations as set forth in the DIP Orders, (b) payments under the Prepetition USS ABL Credit Agreement required in connection with the issuance of letters of credit and (c) payments authorized by an order of the Bankruptcy Court that is in form and substance reasonably satisfactory to the Required DIP Lenders; *provided*, that nothing herein shall otherwise prevent Borrower and the other Group Members from refinancing any Indebtedness (other than Prepetition Debt) with Permitted Refinancing Indebtedness;

(ii) amend or modify, or permit the amendment or modification of any provision of, any Restricted Indebtedness in any manner material and adverse to the interest of the DIP Lenders after the Closing Date without the prior written consent of the Required

DIP Lenders, except (a) in connection with the issuance of letters of credit and other transactions expressly permitted hereunder and (b) as required by the Bankruptcy Code or by the Plan consistent with (and as defined in) the Restructuring Support Agreement; or

(iii) (A) amend, modify or change its certificate or articles of incorporation (including, by the filing or modification of any certificate or articles of designation) or certificate of registration, limited liability company agreement or by-laws (or the equivalent organizational or formation documents); accounting policies or reporting policies (except as required by U.S. GAAP or, for Foreign Subsidiaries, as required by generally accepted accounting principles in their respective jurisdictions of formation), as applicable, or any agreement entered into by it with respect to its Equity Interests, or enter into any new agreement with respect to its Equity Interests, in each case, except as required by the Bankruptcy Code or by the Plan consistent with (and as defined in) the Restructuring Support Agreement, without the express written consent of the Required DIP Lenders or (B) terminate, modify or enter into any material contracts, leases or other arrangements, in each case, unless such amendment, modification, change or other action contemplated by this clause (iii) (when taken as a whole) is not materially adverse to the interests of the DIP Lenders.

10.08 Limitation on Certain Restrictions on Group Members. The Borrower will not, and will not permit any other Group Member to, without the express written consent of the Required DIP Lenders, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Subsidiary to (a) pay dividends or make any other distributions on its capital stock, shares membership interests or any other interest or participation in its profits owned by the Borrower or any other Group Member, or pay any Indebtedness owed to the Borrower or any other Group Member, (b) make loans or advances to the Borrower or any other Group Member or (c) transfer any of its properties or assets to the Borrower or any other Group Member, except for such encumbrances or restrictions existing under or by reason of (subject to the Orders):

(i) Requirements of Law;

(ii) this Agreement and the other Credit Documents, the Prepetition First-Out/Second-Out Credit Agreement, the Prepetition USS ABL Credit Agreement, the Prepetition 2030 Notes Indentures, the Prepetition USS Intercompany Credit Agreement, and the other definitive documentation entered into in connection with any of the foregoing;

(iii) [reserved];

(iv) customary provisions restricting subletting or assignment of any lease governing any leasehold interest of the Borrower or any other Group Member;

(v) customary provisions restricting assignment of any licensing agreement (in which the Borrower or any other Group Member is the licensee) or other contract entered into by the Borrower or any other Group Member in the ordinary course of business;

(vi) restrictions on the transfer of any asset pending the close of the sale of such asset;

(vii) [reserved];

(viii) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(ix) any agreement or instrument relating to Indebtedness of a Foreign Subsidiary incurred pursuant to Section 10.04 to the extent such encumbrance or restriction only applies to such Foreign Subsidiary and any Subsidiary of such Foreign Subsidiary;

(x) [reserved];

(xi) restrictions on the transfer of any asset subject to a Lien permitted by Section 10.01;

(xii) restrictions and conditions imposed by the terms of the documentation governing any Indebtedness of a Group Member that is not a Group Guarantor, which Indebtedness is permitted by Section 10.04;

(xiii) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under Section 10.05 and applicable solely to such joint venture;

(xiv) [reserved]; and

(xv) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money permitted under Section 10.04 but only if such negative pledge or restriction expressly permits Liens for the benefit of the Administrative Agent and/or the Collateral Agent and the Secured Creditors with respect to the credit facilities established hereunder and the Obligations under the Credit Documents on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens securing the Obligations under the Credit Documents equally and ratably or on a junior basis.

10.09 Business. Subject to the Orders:

(a) The Borrower will not permit at any time the business activities taken as a whole conducted by the Borrower and the other Group Members to be materially different from the business activities taken as a whole conducted by the Borrower and the other Group Members on the Closing Date (after giving effect to the Transactions), without the express written consent of the Required DIP Lenders, except that the Borrower and the other Group Members may engage in any Similar Business.

(b) Holdings and Cayman Holdings will not engage in any business other than its ownership of the capital stock or shares of or membership interests in, and the management of, the Borrower and the Cayman Borrower and, indirectly, the Group Members and activities

incidental thereto; *provided* that each of Holdings and Cayman Holdings may engage in those activities that are incidental to (i) the maintenance of its existence, registration and good standing (as applicable) in compliance with Requirements of Law, (ii) legal, tax, administrative and accounting matters in connection with any of the foregoing or following activities, (iii)(A) in the case of Holdings, the entering into, and performing its obligations under, this Agreement, the Prepetition First-Out/Second-Out Credit Agreement, the Prepetition USS ABL Credit Agreement, the Prepetition 2030 Notes Indentures, the Prepetition Amended First Lien Credit Agreement, the Prepetition USS Intercompany Credit Agreement, the Prepetition Amended 2029 Notes Indenture and the other definitive documentation entered into in connection with any of the foregoing and (B) in the case of Cayman Holdings, the entering into, and performing its obligations under, this Agreement, the Prepetition First-Out/Second-Out Credit Agreement, the Prepetition USS ABL Credit Agreement, the Prepetition 2030 Notes Indentures, the Prepetition USS Intercompany Credit Agreement and the other definitive documentation entered into in connection with any of the foregoing, (iv) solely in the case of Holdings, the issuance, sale or repurchase of its Equity Interests and the receipt of capital contributions, (v) the making of dividends or distributions on its Equity Interests, in compliance with each of this Agreement, the Prepetition First-Out/Second-Out Credit Agreement, the Prepetition USS ABL Credit Agreement, the Prepetition 2030 Notes Indentures and the Prepetition USS Intercompany Credit Agreement, (vi) the filing of registration statements, and compliance with applicable reporting and other obligations, under federal, state or other securities laws, (vii) in the case of Holdings, the listing of its equity securities and compliance with applicable reporting and other obligations in connection therewith, (viii) the retention of (and the entry into, and exercise of rights and performance of obligations in respect of, contracts and agreements with) transfer agents, private placement agents, underwriters, counsel, accountants and other advisors and consultants, (ix) the performance of obligations under and compliance with its memorandum and articles of association, certificate of incorporation and by-laws, certificate of registration , and limited liability company agreement, or any Requirements of Law, ordinance, regulation, rule, order, judgment, decree or permit, including as a result of or in connection with the activities of the other Group Members, (x) the incurrence and payment of its operating and business expenses and any taxes for which it may be liable (including reimbursement to Affiliates for such expenses paid on its behalf), (xi) the consummation of, and ongoing activities or performance in connection with the Transactions, (xii)(A) in the case of Cayman Holdings, the making of loans or other Investments and incurrences of Indebtedness permitted by this Agreement and (B) in the case of Holdings, guarantees of Indebtedness of any Group Member to the extent the Indebtedness incurred by such Group Member is not prohibited by this Agreement, (xiii) [reserved] and (xiv) any other activity expressly contemplated by this Agreement to be engaged in by Holdings or Cayman Holdings, as applicable, including, subject to any applicable limitations set forth herein, repurchases of obligations and other permitted Indebtedness of the Borrower, the Cayman Borrower, and the other Group Members permitted hereunder.

10.10 Negative Pledges. Subject to the Orders, Holdings and the Borrower shall not, and shall not permit any other Group Member to, without the express written consent of the Required DIP Lenders, directly or indirectly, agree or covenant with any Person to restrict in any way its ability to grant any Lien on its assets in favor of the Collateral Agent for the benefit of the Secured Creditors, except that this Section 10.10 shall not apply to:

(i) any covenants contained in this Agreement or any other Credit Documents or that exist on the Closing Date;

(ii) covenants existing under the Prepetition First-Out/Second-Out Credit Agreement, the Prepetition USS ABL Credit Agreement, the Prepetition 2030 Third-Out Notes Indenture or the Prepetition USS Intercompany Credit Agreement, each as in effect on the Closing Date (or as amended in a manner consistent with any amendment to this Agreement or the other Credit Documents) or under the Prepetition 2030 First-Out Notes Indenture, and the other definitive documentation entered into in connection with any of the foregoing;

(iii) [reserved];

(iv) covenants and agreements made in connection with any agreement relating to secured Indebtedness permitted by this Agreement but only if such covenant or agreement applies solely to the specific asset or assets to which such Lien relates;

(v) customary provisions in leases, subleases, licenses or sublicenses and other contracts restricting the right of assignment thereof;

(vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures that are applicable solely to such joint venture;

(vii) restrictions imposed by law;

(viii) customary restrictions and conditions contained in agreements relating to any sale of assets or Equity Interests pending such sale; *provided* such restrictions and conditions apply only to the Person or property that is to be sold;

(ix) contractual obligations binding on a Group Member at the time such Group Member first becomes a Group Member, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Group Member;

(x) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money entered into after the Closing Date and otherwise permitted under Section 10.04 but only if such negative pledge or restriction expressly permits Liens for the benefit of the Administrative Agent and/or the Collateral Agent and the Secured Creditors with respect to the credit facilities established hereunder and the Obligations under the Credit Documents on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens securing the Obligations under the Credit Documents equally and ratably or on a junior basis;

(xi) restrictions on any Foreign Subsidiary pursuant to the terms of any Indebtedness of such Foreign Subsidiary permitted to be incurred hereunder;

(xii) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business; and

(xiii) any restrictions on Liens imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i), (ii), (ix),

(x) and (xi) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower, not materially more restrictive, taken as a whole, with respect to such encumbrance and other restrictions than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

10.11 Financial Covenants.

(a) The Borrower and the other Group Members shall not permit Liquidity as of the last day of any calendar week following the Closing Date to be less than $25,000,000.

(b) The Borrower and the other Group Members shall not permit, as of the last date of each Variance Testing Period, (i) the unfavorable variance (as compared to estimated receipts in the Approved Budget) of the actual receipts of the Debtors (on a cumulative basis for such Variance Testing Period) and/or (ii) the unfavorable variance (as compared to estimated disbursements in the Approved Budget) of the actual disbursements (excluding Professional Fees) (on a cumulative basis for such Variance Testing Period) to be in excess of the Permitted Variances.

10.12 Additional Covenants. Notwithstanding anything to the contrary herein:

(a) Subject to the Orders, Holdings and the Borrower shall not, and shall not permit any other Group Member to, directly or indirectly, (i) pay to the Sponsor, any Sponsor Affiliate and/or any Parent Company any management, monitoring, financial advisory, consulting, financing, underwriting or placement services fee or payment or any other similar fee or payment or (ii) pay to the Sponsor or any Sponsor Affiliate any other amounts, including in the form of expense reimbursement, indemnification, dividends or other distributions (including in connection with the repurchase or redemption of equity interests) other than as set forth in the Restructuring Support Agreement or the Plan (as defined in the Restructuring Support Agreement).

(b) Subject to the Orders, in no event shall any Credit Party make, or permit any other Credit Party to make, directly or indirectly, (i) any disposition (whether pursuant to a sale, lease, license, transfer, Investment, payment of Dividends or otherwise) in or to any Affiliate or Subsidiary that is not a Credit Party consisting of assets that are material to the business of the Credit Parties, taken as a whole (other than cash to the extent permitted under Section 10.12(a)), or (ii) any management retention bonuses or other similar payments to any person in connection with any key employee incentive program, key employee retention program and/or any other similar program or arrangement, in each case, without the prior written consent of the Required DIP Lenders, other than as expressly permitted by the Restructuring Support Agreement or the Plan (as defined in the Restructuring Support Agreement).

(c) Subject to the Orders, in no event shall (x) any Group Member prepay or repay the principal amount of any outstanding obligations under the Prepetition USS Intercompany Credit Agreement, in whole or in part, and/or (y) the Borrower transfer any

of its rights under the Prepetition USS Intercompany Credit Agreement or any of the other related documents or its rights in respect of the loans extended thereunder, in each case of clauses (x) and (y), without the prior written consent of the Administrative Agent (acting at the Direction of the Required Backstop Lenders).

(d) Subject to the Orders, Holdings and the Borrower shall not, and shall not permit any other Group Member to, directly or indirectly, (i) create, incur, assume or otherwise become or remain liable with respect to any Indebtedness or issue any Equity Interests, (ii) create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, (iii) make or own any Investment in any other Person, (iv) enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution) or (v) convey, sell, lease or otherwise dispose of all or any part of its property or assets or to otherwise engage in any other activity, in each case, that is undertaken in connection with a Liability Management Transaction.

(e) Subject to the Orders, notwithstanding anything herein to the contrary, and excluding, for the avoidance of doubt, the Indebtedness under the Prepetition USS Intercompany Credit Agreement, no Group Member that is not a Guarantor may have Indebtedness (including guarantees by a Group Member of Indebtedness incurred by a non-Group Member) owed to it from a Credit Party unless such Indebtedness is unsecured, subordinated in all respects to the Obligations, and subject to the Intercompany Subordination Agreement.

10.13 Bankruptcy Matters. The Credit Parties will not permit, and will not permit any other Group Member to, without the Required DIP Lenders' prior written consent, do any of the following:

(a) subject to the terms of the Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Creditors (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Credit Documents against the Secured Creditors or with respect to the failure of any Secured Creditor to perform its obligations under, or comply with the terms of, the DIP Commitment Letter, the Orders, this Agreement, any other Credit Document or the Restructuring Support Agreement;

(b) subject to the terms of the Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents, the DIP Lenders or other Secured Creditors with respect to the Collateral following the occurrence of an Event of Default, including a motion or petition by any Secured Creditor to lift an applicable stay of proceedings to do the foregoing (*provided* that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the Orders and the Credit Documents or any failure of any Secured Creditor to perform its obligations under, or comply with the terms of, the DIP Commitment Letter, the Orders, this Agreement or any other Credit Document); or

(c) make or permit to be made any change to the Orders without the prior written consent of the Required DIP Lenders and the Agents (with respect to their own rights and

duties thereunder).

10.14 Rejection of Contracts or Leases. The Credit Parties will not, and will not permit any of their respective Subsidiaries to, without the Required DIP Lenders' prior written consent, file a motion, or otherwise seek, to reject any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, in each case, in a manner that is materially adverse to the interests of the DIP Lenders except to the extent permitted under the Restructuring Support Agreement.

10.15 Formation of Subsidiaries. From and after the Petition Date, the Credit Parties will not, and will not permit any of their respective Subsidiaries to, create or acquire any ownership interest in any new subsidiaries (whether direct or indirect), except to the extent contemplated in the Plan (as defined in the Restructuring Support Agreement).

Section 11. Events of Default.

Notwithstanding the provisions of Section 362 of the Bankruptcy Code to the extent provided in the Orders, but subject to the Orders and the Carve Out in all respects, with respect to the Debtors and without notice, application or motion, hearing before, or order of the Bankruptcy Court, upon the occurrence of any of the following specified events (each, an "Event of Default"):

11.01 Payments. The Borrower shall (i) default in the payment when due of any principal of any Loan or (ii) default, and such default shall continue unremedied for five (5) or more Business Days, in the payment when due of any interest on any Loan, or any Fees or any other amounts owing hereunder or under any other Credit Document or in respect of any Adequate Protection Obligations; or

11.02 Representations, etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or in any certificate delivered to the Administrative Agent, the Collateral Agent or any DIP Lender pursuant hereto or thereto shall prove to be untrue in any material respect (without duplication of materiality qualifiers) on the date as of which made or deemed made; or

11.03 Covenants. Holdings, the Borrower or any other Group Member shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(h)(i), 9.04 (as to the Borrower's existence), 9.11, 9.16, 9.17, 9.18 or Section 10, (ii) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(l) or 9.13 and such default shall continue unremedied for a period of 15 days, (iii) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(e) or (f) and such default shall continue unremedied for a period of three (3) Business Days or (iv) default in the due performance or observance by it of any other term, covenant or agreement contained in this Agreement or in any other Credit Document (other than those set forth in Sections 11.01 and 11.02), and such default shall continue unremedied for a period of 30 days; or

11.04 Default Under Other Agreements. (i) Holdings, the Borrower or any other Group Members shall (x) default in any payment of any Indebtedness (other than Indebtedness under this Agreement or any Indebtedness of any Debtor that was incurred prior to the Petition Date and the

enforcement of remedies with respect to which shall have been stayed by the commencement of the Chapter 11 Cases) beyond the period of grace, if any, provided in an instrument or agreement under which such Indebtedness was created or (y) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than Indebtedness under this Agreement or any Indebtedness of any Debtor that was incurred prior to the Petition Date and the enforcement of remedies with respect to which shall have been stayed by the commencement of the Chapter 11 Cases) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due prior to its stated maturity or (ii) any Indebtedness (other than Indebtedness under this Agreement or any Indebtedness of any Debtor that was incurred prior to the Petition Date and the enforcement of remedies with respect to which shall have been stayed by the commencement of the Chapter 11 Cases) of Holdings, the Borrower or any other Group Member shall be declared to be (or shall become) due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; *provided* that (A) it shall not be a Default or an Event of Default under this Section 11.04 unless the aggregate principal amount of all Indebtedness as described in the preceding clauses (i) and (ii) is at least equal to the Threshold Amount and (B) the preceding clause (ii) shall not apply to Indebtedness that becomes due as a result of a voluntary sale or transfer of, or Recovery Event with respect to, the property or assets securing such Indebtedness, if such sale or transfer or Recovery Event is otherwise permitted hereunder; or

11.05 Bankruptcy, etc. Any ancillary insolvency proceeding in any applicable foreign jurisdiction shall be commenced against any Debtor or any recognition, administrative, and substantive order shall be entered against any Debtor by the applicable court and, in the case of any involuntary commencement, is not dismissed within 60 days after commencement thereof, in each case without the prior consent of the Required DIP Lenders or on terms not satisfactory to the Required DIP Lenders; or

11.06 ERISA. (a) An ERISA Event has occurred with respect to a Plan or Multiemployer Plan which has resulted or would reasonably be expected to result in a Material Adverse Effect; or (b) there is or arises Unfunded Pension Liability which has resulted or would reasonably be expected to result in a Material Adverse Effect; or

11.07 Reserved.

11.08 Credit Documents. Any Credit Document shall cease to be in full force and effect in any material respect as to any Credit Party, or any Credit Party or any Person acting for or on behalf of such Credit Party shall deny or disaffirm in writing such Credit Party's obligations under such Credit Document to which it is a party; or

11.09 Reserved.

11.10 Judgments. One or more judgments or decrees (excluding any First Day Order or any order fixing the amount of any claim in the Chapter 11 Cases) shall be entered against Holdings, the Borrower or any other Group Member involving in the aggregate for Holdings, the

Borrower and the other Group Members a liability or liabilities (not paid or fully covered (other than to the extent of any deductible) by a reputable and solvent insurance company with respect to judgments for the payment of money) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of sixty (60) consecutive days, and the aggregate amount of all such judgments and decrees (to the extent not paid or fully covered (other than to the extent of any deductible) by such insurance company) equals or exceeds the Threshold Amount; or

11.11 Change of Control. A Change of Control shall occur; or

11.12 Dismissal; Conversion. Any of the Chapter 11 Cases of the Debtors shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code or any Debtors shall file a motion or other pleading seeking the dismissal, or conversion to a case under chapter 7 of the Bankruptcy Code, of any of the Chapter 11 Cases of any Debtor under section 1112 of the Bankruptcy Code or otherwise without causing all Obligations hereunder to be paid in full in cash; or

11.13 Trustee. A trustee under chapter 11 of the Bankruptcy Code, an examiner under section 1104(b) of the Bankruptcy Code or a responsible officer having expanded powers (beyond those set forth in section 1106(a)(3) and (a)(4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases of the Debtors and the order appointing such trustee, examiner or responsible officer shall not be reversed or vacated within fifteen (15) days after the entry thereof (or the Credit Parties or their Affiliates shall have acquiesced to the entry of such order) unless consented to by the Required DIP Lenders; or

11.14 Superpriority Claims; Liens. Other than as permitted by the Orders, an application shall be filed by any Debtor for the approval of, or an order of the Bankruptcy Court shall be entered granting, (i) any Superpriority Claim, other than Superpriority Claims under this Agreement, or (ii) any Lien that is *pari passu* with or senior to the DIP Liens (as defined in the DIP Order), the Adequate Protection Liens (as defined in the Orders) or Liens securing the Prepetition Facilities, excluding the Carve Out, the Prepetition Permitted Liens and Liens expressly permitted hereunder or under the Orders; or

11.15 Stay Relief. Other than with the prior written consent of the Required DIP Lenders, the Bankruptcy Court shall enter a final non-appealable order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any Collateral which has a value in excess of $1,000,000 in the aggregate; or

11.16 Orders; Actions. Other than with the prior written consent of the Required DIP Lenders:

(i) [reserved]; or

(ii) an order of the Bankruptcy Court shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying the DIP Orders or the Credit Documents in any material respect or disallowing any of the Obligations, in whole

or in part, or the Borrower or any other Group Member shall apply for the authority to do so (or shall fail to contest the same in good faith), in each case, without the prior written consent of the Required DIP Lenders; or

(iii) an order of the Bankruptcy Court shall be entered denying or terminating use of Cash Collateral by the Credit Parties or imposing any additional conditions on such use (and such order remains unstayed for more than three (3) Business Days) and the Credit Parties shall have not obtained use of Cash Collateral pursuant to an order consented to by, and in form and substance acceptable to, the Required DIP Lenders; or

(iv) the DIP Orders shall cease to create a valid and perfected Lien on any material portion of the Collateral described therein, or the DIP Orders shall cease to be in full force and effect (other than as a result of the repayment of the Loans), or the Final DIP Order shall be entered with respect to the Credit Documents in form or substance that is not acceptable to the Required DIP Lenders in their reasonable discretion; or

(v) [reserved]; or

(vi) other than with respect to the Carve Out (as provided for in the DIP Orders), an order in the Chapter 11 Cases shall be entered (without the consent of the Agents (acting at the Direction of the Required Backstop Lenders) and the Required DIP Lenders) charging any of the Collateral under section 506(c) of the Bankruptcy Code against any Agent or the DIP Lenders; or

(vii) [reserved]; or

(viii) [reserved]; or

(ix) [reserved]; or

(x) [reserved]; or

11.17 Chapter 11 Plan. Filing by the Debtors of a chapter 11 plan or disclosure statement that is inconsistent in any material respect with the Restructuring Support Agreement; or

11.18 [Reserved].

11.19 Sale Motions. Without the consent of the Required Consenting Second-Out Creditors (as defined in the Restructuring Support Agreement) and the Required DIP Lenders, any Credit Party shall file (or fail to oppose) any motion seeking an order authorizing the sale of all or substantially all of the assets of the Credit Parties under section 363 of the Bankruptcy Code that does not provide for payment in full in cash to the Agents and the DIP Lenders of all Obligations and does not provide for the payment in full in cash to the Prepetition Secured Parties of the Adequate Protection Obligations and the Prepetition First-Out/Second Out Loans and the Prepetition 2030 First-Out Notes upon closing of such sale or the effective date of a plan pursuant to which such sale is made; or

11.20 RSA Termination. The Restructuring Support Agreement shall have terminated in accordance with its terms, other than a termination of the Restructuring Support Agreement resulting from a breach thereof, or a breach of any Credit Document or any Order, in each case, by any DIP Lenders (whether in their capacities as DIP Lenders or parties to the Restructuring Support Agreement); or

11.21 Adverse Claims. Any Credit Party or any other Group Member shall obtain Bankruptcy Court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding (x) against any of the Agents, the DIP Lenders (in their capacities as such) or any of their agents or employees, to subordinate (excluding with respect to the Carve Out, the Prepetition Permitted Liens and Liens expressly permitted hereunder or under the Orders) or avoid any liens granted under any Credit Document in favor of the DIP Lenders or the Collateral Agent or (y) to challenge, subordinate or avoid any claims or obligations arising, or liens granted, under any Prepetition Debt Agreement or under any other related Prepetition Secured Facilities Documents, as applicable, or any other action against any Prepetition Secured Party, in its capacity as such, in each case under this Section 11.21 other than any action permitted by the DIP Order; or

11.22 Loss of Exclusivity. The Bankruptcy Court shall enter an order denying, terminating or modifying (i) the Debtors' exclusive plan filing and plan solicitation periods under section 1121 of the Bankruptcy Code or (ii) the exclusive right of any Debtor to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such order was entered as a result of a request by, or received support from, the Required DIP Lenders; or

11.23 Reserved.

then and in any such event, and at any time thereafter upon five (5) days' written notice to the Debtors, in accordance with and subject to the DIP Orders, if any Event of Default shall then be continuing, subject to the terms of the Orders, the Administrative Agent, upon the written request of the Required DIP Lenders, shall by written notice to Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent, any DIP Lender or the holder of any Note to enforce its claims against any Credit Party: (i) declare the Commitments terminated, whereupon all Commitments of each DIP Lender shall forthwith terminate immediately; (ii) declare the principal of and any accrued interest in respect of all Loans and the Notes and all Obligations owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Credit Party; (iii) enforce, as Collateral Agent, without the need for filing any motion for relief from the automatic stay or any other pleading, all of the Liens and security interests created pursuant to the DIP Security Documents; and (iv) enforce each DIP Guaranty.

11.24 Application of Funds.

Subject to the Orders and Section 2.23, if the circumstances described in the final sentence of Section 13.06(a) have occurred, or after the exercise of remedies provided for in this Section 11, (or after the Obligations have otherwise become immediately due and payable), any amounts received on account of the Obligations shall be applied by the Administrative Agent or the Collateral Agent, as applicable, in the following order:

(i) *first*, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Administrative Agent or the Collateral Agent in its capacity as such;

(iii) *second*, to payment of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the DIP Lenders, then due and payable ratably among the DIP Lender in proportion to the amounts of such Obligations held by each DIP Lender until paid in full in cash;

(iii) *third*, to payment of the Obligations constituting accrued and unpaid interest (including, but not limited to, post-petition interest) payable to the DIP Lenders, then due and payable ratably among such DIP Lenders in proportion to the amounts of such Obligations held by each DIP Lender until paid in full in cash;

(iv) *fourth*, to payment of the Obligations constituting unpaid principal payable to the DIP Lenders, then due and payable ratably among such DIP Lenders in proportion to the amounts of such Obligations held by each DIP Lender until paid in full in cash;

(v) *fifth*, to the payment of all other Obligations of the Credit Parties that are due and payable to the Administrative Agent, the Collateral Agent and the other Secured Creditors on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent, the Collateral Agent and the other Secured Creditors on such date until paid in full in cash; and

(vi) *sixth*, the balance, to the Person lawfully entitled thereto (including the applicable Credit Party or its successors or assigns).

In the event that any such proceeds are insufficient to pay in full the items described in clauses First through Sixth of this Section 11.24, the Credit Parties shall remain liable for any deficiency.

Section 12. The Administrative Agent and the Collateral Agent.

12.01 Appointment and Authorization.

(a) Each of the DIP Lenders hereby irrevocably appoints WSFS to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Section 12 (other than Sections 12.08, 12.10 and 12.11) are solely for the benefit of the Administrative Agent and the DIP Lenders, and neither the Borrower nor any other Credit Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Credit Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a

matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) WSFS shall also act as the "Collateral Agent" and "security trustee" under the Credit Documents, and each of the DIP Lenders (on behalf of itself and its Affiliates) hereby irrevocably appoints and authorizes WSFS to act as the agent of such DIP Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any Credit Party to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, WSFS, as "Collateral Agent" or "security trustee" and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 12.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the DIP Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Section 12 and Section 13 (including Section 13.01, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" or "security trustee" under the Credit Documents) as if set forth in full herein with respect thereto, and any reference to the Administrative Agent shall be interpreted accordingly to include references to the Collateral Agent. Without limiting the generality of the foregoing, the DIP Lenders hereby expressly authorize the Collateral Agent to execute any and all documents (including releases) with respect to the Collateral with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the DIP Security Documents and acknowledge and agree that any such action by any Agent shall bind the DIP Lenders.

12.02 Delegation of Duties. Each of the Administrative Agent and the Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent and/or the Collateral Agent. The Administrative Agent, the Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 12 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent or the Collateral Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent and as Collateral Agent, as applicable. The Administrative Agent or Collateral Agent shall not be responsible for the negligence or misconduct of any sub-agents, except to the extent that a court of competent jurisdiction determines in a final non-appealable judgment that the Administrative Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

12.03 Exculpatory Provisions. The Administrative Agent and the Collateral Agent, as applicable, shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent or the Collateral Agent, as applicable:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent and/or the Collateral Agent are required to exercise as directed in writing by the Required DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for herein or in the other Credit Documents); *provided* that each of the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent, as applicable, to liability or that is contrary to any Credit Document or applicable law;

(c) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Credit Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent and/or the Collateral Agent or any of their respective Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the DIP Lenders by the Administrative Agent herein;

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required DIP Lenders (or such other number or percentage of the DIP Lenders as shall be necessary, or as the Administrative Agent and/or the Collateral Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11 and 13.12) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction and by a final and non-appealable judgment. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default and clearly labeled "notice of Default" (or similar language) is given to the Administrative Agent and the Collateral Agent by the Borrower or a DIP Lender; and

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any recital, statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report, statement or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the DIP Security Documents, (v) the value or the sufficiency of any Collateral, (vi) any failure to monitor or maintain any part of the Collateral, the payment of taxes with respect to the Collateral, maintaining or preserving insurance on (including any flood insurance or for determining whether any flood insurance is or should be obtained with respect to the Collateral), or (vii) the satisfaction of any condition set forth in Section 6 or Section 7 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent and/or the Collateral Agent.

For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to the Agents herein and in the other Credit Documents (including without

limitation this Section 12), phrases such as "satisfactory to the Administrative Agent," "approved by the Administrative Agent," "acceptable to the Administrative Agent," "as determined by the Administrative Agent," "in the Administrative Agent's discretion," "selected by the Administrative Agent," "elected by the Administrative Agent," "requested by the Administrative Agent," and phrases of similar import that authorize and permit the Agents to approve, disapprove, determine, act or decline to act in their discretion shall be subject to the Agents receiving Direction of the Required Backstop Lenders to take such action or to exercise such rights.

12.04 Reliance by Administrative Agent and Collateral Agent. Each of the Administrative Agent and the Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each of the Administrative Agent and the Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a DIP Lender, the Administrative Agent may presume that such condition is satisfactory to such DIP Lender unless the Administrative Agent shall have received notice to the contrary from such DIP Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

12.05 Reserved.

12.06 Non-reliance on the Administrative Agent, Collateral Agent and the Other DIP Lenders.

(a) Each DIP Lender expressly acknowledges that none of the Administrative Agent nor the Collateral Agent has made any representation or warranty to it, and that no act by the Administrative Agent or the Collateral Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Credit Party of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Collateral Agent to any DIP Lender as to any matter, including whether the Administrative Agent or the Collateral Agent have disclosed material information in their (or their Related Parties') possession. Each DIP Lender represents to the Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other DIP Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower hereunder. Each DIP Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other DIP Lender or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make

its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties. Each DIP Lender represents and warrants that (i) the Credit Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such DIP Lender, in each case in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each DIP Lender agrees not to assert a claim in contravention of the foregoing) and (iii) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such DIP Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

(b) The Administrative Agent hereby informs the DIP Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments, this Agreement and any other Credit Documents (ii) may recognize a gain if it extended the Loans, or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such DIP Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Credit Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

12.07 Indemnification by the DIP Lenders. Whether or not the transactions contemplated hereby are consummated, the DIP Lenders shall indemnify upon demand each Agent Party (to the extent not reimbursed by or on behalf of any Credit Party and without limiting the obligation of any Credit Party to do so), pro rata, and hold harmless each Agent Party from and against any and all liabilities to the extent incurred by it; provided that no DIP Lender shall be liable for the payment to an Agent Party to the extent such liability resulted from such Agent Party's own gross negligence or willful misconduct, as determined by the final non appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required DIP Lenders (or such other number or percentage of the DIP Lenders as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.07. In the case of any investigation, litigation or proceeding giving rise to any liabilities hereunder, this Section 12.07 applies whether any such investigation, litigation or proceeding is brought by any DIP Lender or any other Person. Without limitation of the foregoing, each DIP Lender shall reimburse each Agent Party upon demand for its ratable share of any costs or out of pocket expenses incurred by such Agent Party in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through

negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent Party is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the DIP Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertakings in this Section 12.07 shall survive the termination of this Agreement and the resignation or removal of the Administrative Agent.

12.08 Rights as a DIP Lender. The Person serving as the Administrative Agent hereunder, to the extent such Person is a DIP Lender, shall have the same rights and powers in its capacity as a DIP Lender as any other DIP Lender and may exercise the same as though it were not the Administrative Agent and the term "DIP Lender" or "DIP Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the DIP Lenders.

12.09 Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any case or proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the DIP Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the DIP Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the DIP Lenders and the Administrative Agent under Sections 4.01 and 13.01) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator, debtor, debtor-in-possession, or other similar official in any such judicial proceeding is hereby authorized by each DIP Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the DIP Lenders to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 4.01 and 13.01.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any DIP Lender any plan of reorganization,

arrangement, adjustment or composition or similar dispositive restructuring plan affecting the Obligations or the rights of any DIP Lender to authorize the Administrative Agent to vote in respect of the claim of any DIP Lender in any such case or proceeding.

The Secured Creditors hereby irrevocably authorize the Administrative Agent, at the direction of the Required DIP Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any comparable provisions of any other applicable Debtor Relief Laws or any similar laws in any other jurisdictions to which a Credit Party is subject or (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Creditors shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required DIP Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required DIP Lenders contained in clauses (a)(i) through (a)(v) of Section 13.12 of this Agreement), and (iii) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the DIP Lenders *pro rata* and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Creditor or any acquisition vehicle to take any further action.

12.10 Resignation of the Agents.

(a) Each of the Administrative Agent and the Collateral Agent may resign as the Administrative Agent or Collateral Agent, as applicable, upon thirty (30) days' written notice to the DIP Lenders and the Borrower; *provided* that, if at the time of such resignation, there is a successor Administrative Agent or Collateral Agent, as applicable, satisfactory to each of the resigning Agent, the incoming Agent and the Required DIP Lenders, each, in its sole discretion, then the resigning Agent, the incoming Agent and the Required DIP Lenders may agree to waive or shorten the thirty (30) day notice period. Upon receipt of any such notice of resignation, the Required DIP Lenders shall have the right to appoint a successor, which shall be a bank or, with

the prior written consent of the Borrower, other financial institution with an office in the United States, or an Affiliate of any such bank or financial institution with an office in the United States. If no such successor shall have been so appointed by the Required DIP Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent or Collateral Agent gives notice of its resignation, then the retiring Administrative Agent or Collateral Agent may, on behalf of the DIP Lenders, appoint a successor Administrative Agent or successor Collateral Agent, but is under no obligation to, as applicable, in each case meeting the qualifications set forth above; *provided* that if the Administrative Agent or the Collateral Agent shall notify the Borrower and the DIP Lenders that no qualifying Person has accepted such appointment within such period, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent or retiring Collateral Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the DIP Lenders under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such collateral security solely for purposes of maintaining the Secured Creditors' security interest thereon until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each DIP Lender directly, until such time as the Required DIP Lenders (with the consent of Borrower, to the extent so required) appoint a successor Administrative Agent as provided for above in this Section 12.10. Upon the acceptance of a successor's appointment as Administrative Agent or as Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent or Collateral Agent, as applicable, and the retiring Administrative Agent or retiring Collateral Agent, as applicable, shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). After the retiring Administrative Agent's or retiring Collateral Agent's resignation hereunder and under the other Credit Documents, the provisions of this Section 12 and Section 13.01 shall continue in effect for the benefit of such retiring Administrative Agent or Collateral Agent, as applicable, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent (including for this purpose, holding any collateral security following the retirement or removal of the Administrative Agent).

(b) [Reserved].

12.11 Collateral Matters and Guaranty Matters. Each of the DIP Lenders irrevocably authorizes the Administrative Agent or Collateral Agent, as applicable, subject to the Orders:

(i) to release, and to evidence the automatic release of, any Lien on any property granted to or held by the Collateral Agent under any Credit Document (A) upon termination of the Commitments and payment in full of all Obligations (other than contingent indemnification obligations), (B) that is sold or disposed of or to be sold or disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Credit Document to a Person that is not a Credit Party or any other Group Member, (C) that constitutes Excluded Collateral, (D) if the property subject to such Lien is owned by a Group Guarantor, subject to Section 13.12, upon release of such Group Guarantor from its obligations under the DIP Guaranty Agreement pursuant to

clause (ii) below or (E) if approved, authorized or ratified in writing in accordance with Section 13.12;

(ii) to release any Group Guarantor from its obligations under the DIP Guaranty Agreement if such Person ceases to be a Group Member or becomes an Excluded Subsidiary as a result of a transaction permitted hereunder; *provided* that in the case of any such Group Guarantor that becomes an Excluded Subsidiary solely as a result of becoming a non-Wholly-Owned Subsidiary, such Group Guarantor shall only be released from its obligations under this Agreement or the DIP Guaranty Agreement, as applicable, pursuant to this clause (ii) if such Group Member became a non-Wholly-Owned Subsidiary pursuant to a transaction where such Subsidiary becomes a bona fide joint venture where the other Person taking an equity interest in such Subsidiary is not an Affiliate of Holdings (other than as a result of such joint venture); and

(iii) to release or subordinate any Lien on any property granted to or held by the Collateral Agent under any Credit Document to the holder of any Lien on such property that is permitted by Sections 10.01(iv)(B) (solely with respect to subordination (and not release) of Liens granted to or held by the Collateral Agent on any Prepetition ABL Collateral), (vi) or (xiv), and to execute and/or deliver documents to evidence the release or non-existence of, any Lien securing the Obligations upon any Excluded Collateral.

Upon request by the Administrative Agent or Collateral Agent at any time, the Required DIP Lenders will confirm in writing the Administrative Agent's and Collateral Agent's authority to release or subordinate its interest in particular types or items of property, to provide that its interests in particular types or items of property are equal to the interests of any other Person or to release any Guarantor from its obligations under the DIP Guaranty pursuant to this Section 12.11. In each case as specified in this Section 12.11, the Administrative Agent and Collateral Agent will (and each DIP Lender irrevocably authorizes the Administrative Agent and Collateral Agent to), at the Borrower's expense, execute and deliver to the applicable Credit Party such documents, including termination or partial release statements, as such Credit Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the DIP Security Documents, to subordinate its interest in such item or to provide its interests are equal to the interests of any other Person, or to release such Guarantor from its obligations under the DIP Guaranty, in each case in accordance with the terms of the Credit Documents and this Section 12.11.

The Administrative Agent and Collateral Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's and Collateral Agent's Lien thereon, or any certificate prepared by any Credit Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the DIP Lenders for any failure to monitor or maintain any portion of the Collateral.

Without limitation of the operation of the releases described above or in any DIP Security Document, a certificate of a Responsible Officer delivered either at the request of the Administrative Agent or Collateral Agent or at the option of the Borrower, in either case, to the

Administrative Agent or Collateral with respect to any release described in this Section 12.11 stating that the Borrower has determined in good faith that such release satisfies the foregoing requirements shall be conclusive evidence that such release satisfies the foregoing requirement and such automatic release has occurred (and the Administrative Agent and the Collateral Agent will rely conclusively on such certificate without further inquiry), and the Administrative Agent and the Collateral Agent shall promptly execute and deliver all documentation evidencing such release and requested by the Borrower.

12.12 Reserved.

12.13 Withholding Taxes. To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any DIP Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other relevant Governmental Authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any DIP Lender for any reason (including, because the appropriate documentation was not delivered or not properly executed, or because such DIP Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such DIP Lender shall, within ten (10) days after written demand therefor, indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by any Credit Party pursuant to Section 5.05 and without limiting or expanding the obligation of any Credit Party to do so) for such Tax, together with all reasonable expenses incurred in connection therewith, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any DIP Lender by the Administrative Agent shall be conclusive absent manifest error. Each DIP Lender hereby authorizes the Administrative Agent to set off and apply all amounts at any time owing to such DIP Lender under this Agreement, any other Credit Document or from any other sources against any amount due to the Administrative Agent under this Section 12.13. The agreements in this Section 12.13 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a DIP Lender and the repayment, satisfaction or discharge of all other Obligations.

12.14 Certain ERISA Matters.

(a) Each DIP Lender (x) represents and warrants, as of the date such Person became a DIP Lender party hereto, to, and (y) covenants, from the date such Person became a DIP Lender party hereto to the date such Person ceases being a DIP Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such DIP Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such DIP Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such DIP Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such DIP Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such DIP Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such DIP Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such DIP Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such DIP Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a DIP Lender or (2) a DIP Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such DIP Lender further (x) represents and warrants, as of the date such Person became a DIP Lender party hereto, to, and (y) covenants, from the date such Person became a DIP Lender party hereto to the date such Person ceases being a DIP Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that none of the Administrative Agent or any of its respective Affiliates is a fiduciary with respect to the assets of such DIP Lender involved in such DIP Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto).

12.15 Recovery of Erroneous Payments.

(a) Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error (any such funds, whether as a payment, prepayment or repayment of principal, interest, fees or otherwise, individually and collectively, an "Erroneous Payment") to any DIP Lender (the "Recipient Party"), whether or not in respect of an Obligation due and owing by the Borrower at such time, then in any such event, each Recipient Party receiving an Erroneous Payment severally agrees to repay to the Administrative Agent forthwith on demand the Erroneous Payment (or the demanded portion

thereof) received by such Recipient Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Erroneous Payment is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Recipient Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Erroneous Payment. The Administrative Agent shall inform each Recipient Party promptly upon determining that any payment made to such Recipient Party comprised, in whole or in part, an Erroneous Payment.

(b) Without limiting the immediately preceding clause (a), each DIP Lender hereby further agrees that if it (or an Recipient Party on its behalf) receives a payment from the Administrative Agent (x) in a different amount or on a different date than the amount or date specified in a notice of payment sent by the Administrative Agent with respect to such payment, (y) that was not preceded or accompanied by a notice of payment sent by the Administrative Agent, or (z) that DIP Lender (or Recipient Party on its behalf) otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) then, in each case, such DIP Lender shall presume that an error has been made (absent written confirmation from the Administrative Agent) and shall promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, the details thereof and that it is so notifying the Administrative Agent pursuant to this Section 12.15(b).

(c) Each Recipient Party hereby authorizes the Administrative Agent to set off, net and apply any amounts at any time owing to such Recipient Party under any Credit Document against any amount due to the Administrative Agent under the preceding clause (a).

(d) The Borrower and each other Credit Party hereby agrees that (i) in the event an Erroneous Payment (or portion thereof) is not recovered from any Recipient Party (and without limiting the Administrative Agent's rights and remedies under this Section 12.15), the Administrative Agent shall be subrogated to all the rights of such Recipient Party with respect to such amount (such rights, the "Erroneous Payment Subrogation Rights") and (ii) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party. If the amount of any Erroneous Payment is subsequently recovered by the Administrative Agent or its Affiliates, the Administrative Agent or such Affiliate shall return to the applicable Recipient Party either (x) the Loans acquired pursuant to this clause (d) or (y) if applicable, the proceeds of such Loans. Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous Payment (or any Erroneous Payment Subrogation Rights or other rights of the Administrative Agent in respect of an Erroneous Payment) result in the Administrative Agent becoming or being deemed to be a DIP Lender hereunder or the holder of any Loans hereunder.

(e) In addition to any rights and remedies of the Administrative Agent provided by law, the Administrative Agent shall have the right, without prior notice to any DIP Lender, any such notice being expressly waived by such DIP Lender to the extent permitted by applicable law, with respect to any Erroneous Payment for which a demand has been made in accordance with this Section 12.15 and which has not been returned to the Administrative Agent, to set off and

appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or any Affiliate, branch or agency thereof to or for the credit or the account of such DIP Lender. The Administrative Agent agrees to promptly notify the DIP Lender after any such setoff and application made by the Administrative Agent; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 13. Miscellaneous.

13.01 Payment of Expenses, etc.

(a) Subject to payment in accordance with the Orders, the Credit Parties hereby jointly and severally agree, from and after the Closing Date, to: (i) pay all reasonable invoiced out-of-pocket costs and expenses of the Agents, the DIP Lenders and the Ad Hoc Group (limited, in the case of legal expenses, to the reasonable fees and disbursements of the Designated Advisors, if reasonably necessary, one local counsel in any relevant jurisdiction (which may include a single firm of counsel acting in multiple jurisdictions)) in connection with (w) the Chapter 11 Cases generally, (x) the preparation, execution, enforcement and delivery of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein, (y) the administration hereof and thereof and any amendment, waiver or consent relating hereto or thereto (whether or not effective) and (z) their syndication efforts with respect to this Agreement; (ii) pay all reasonable invoiced out-of-pocket fees, costs and expenses of the Agents, each DIP Lender and the Ad Hoc Group in connection with the enforcement of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "work-out" or pursuant to any insolvency or bankruptcy cases or proceedings (limited, in the case of legal expenses, to the reasonable fees and disbursements of the Designated Advisors and, if reasonably necessary, one local counsel in any relevant jurisdiction (which may include a single firm of counsel acting in multiple jurisdictions) and, in the case of an actual or perceived conflict of interest where any Indemnified Person affected by such conflict informs the Borrower of such conflict, of a single additional firm of counsel in each relevant jurisdiction for all similarly situated affected Indemnified Persons); and (iii) indemnify each Agent, the Fronting Lender, each DIP Lender and their respective Affiliates, and the partners, shareholders, officers, directors, employees, agents, trustees, representatives and investment advisors of each of the foregoing, in each case, together with their respective successors and assigns (each, an "Indemnified Person") from and hold each of them harmless against any and all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) (but excluding any Taxes, other than Taxes that represent liabilities, obligations, losses, damages, penalties, actions, costs, expenses, disbursements etc. arising from a non-Tax claim) incurred by, imposed on or assessed against any of them as a result of, or arising out of, or in any way related to, or by reason of, (a) any investigation, litigation or other proceeding (whether or not any Agent or any DIP Lender is a party thereto and whether or not such investigation, litigation or other proceeding is brought by or on behalf of any Credit Party) related to the entering into and/or performance of this Agreement or any other Credit Document or the proceeds of any Loans

hereunder or the consummation of the Transactions or any other transactions contemplated herein or in any other Credit Document or the exercise of any of their rights or remedies provided herein or in the other Credit Documents, or (b) the actual or alleged presence of Hazardous Materials relating in any way to any Real Property owned, leased or operated, at any time, by the Borrower or any other Group Member; the generation, storage, transportation, handling, Release or threat of Release of Hazardous Materials by the Borrower or any other Group Member at any location, whether or not owned, leased or operated by the Borrower or any other Group Member; the non-compliance by the Borrower or any other Group Member with any Environmental Law (including applicable permits thereunder) applicable to any Real Property; or any Environmental Claim or liability under Environmental Laws relating in any way to the Borrower, any other Group Member or relating in any way to any Real Property at any time owned, leased or operated by the Borrower or any other Group Member, including, in each case, the reasonable fees and disbursements of counsel and other consultants incurred in connection with any such investigation, litigation or other proceeding, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnified Person (but excluding in each case (and each Indemnified Person, by accepting the benefits hereof, agrees to promptly refund or return any indemnity received hereunder to the extent it is later determined by a final, non-appealable judgment of a court of competent jurisdiction that such Indemnified Person is not entitled thereto) any losses, liabilities, claims, damages or expenses (i) to the extent incurred by reason of the gross negligence, bad faith or willful misconduct of the applicable Indemnified Person, any Affiliate of such Indemnified Person or any of their respective directors, officers, employees, representatives, agents, Affiliates, trustees or investment advisors, (ii) to the extent incurred by reason of any material breach of the obligations of such Indemnified Person under this Agreement or the other Credit Documents (in the case of each of the preceding clauses (i) and (ii), as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) that do not involve or arise from an act or omission by any Credit Party or any of their respective affiliates and is brought by an Indemnified Person against another Indemnified Person (other than claims against any Agent solely in its capacity as such or in its fulfilling such role)). To the extent that the undertaking to indemnify, pay or hold harmless any Agent or any DIP Lender or other Indemnified Person set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Credit Parties shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

(b) No Agent or any Indemnified Person shall be responsible or liable to any Credit Party or any other Person for any determination made by it pursuant to this Agreement or any other Credit Document in the absence of gross negligence, bad faith or willful misconduct on the part of such Indemnified Person (in each case, as determined by a court of competent jurisdiction in a final and non-appealable judgment).

(c) To the extent permitted by applicable law, (i) the Credit Parties shall not assert, and each Credit Party hereby waives any claim against each Agent, the Fronting Lender, each DIP Lender and their respective Affiliates, and the partners, shareholders, officers, directors, employees, agents, trustees, representatives and investment advisors of each of the foregoing, in each case, together with their respective successors and assigns for any damages arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems and (ii) no party hereto (and no Indemnified Person or any Subsidiary or Affiliate of Holdings or the Borrower) shall be responsible to any other party

hereto (or any Indemnified Person or any Subsidiary or Affiliate of Holdings or the Borrower) for any indirect, special, exemplary, incidental, punitive or consequential damages (including, any loss of profits, business or anticipated savings) which may be alleged as a result of this Agreement or any other Credit Document or the financing contemplated hereby; *provided* that nothing in this Section 13.01(c) shall limit the Credit Parties' indemnity obligations to the extent such indirect, special, punitive or consequential damages are included in any claim by a third party unaffiliated with any Indemnified Person with respect to which the applicable Indemnified Person is entitled to indemnification under Section 13.01(a).

13.02 Right of Setoff. Subject to the Orders, in addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, the Collateral Agent and each DIP Lender is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to any Credit Party or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) (other than accounts used exclusively for payroll, payroll taxes, fiduciary and trust purposes, and employee benefits) and any other Indebtedness at any time held or owing by the Administrative Agent, the Collateral Agent or such DIP Lender (including, by branches and agencies of the Administrative Agent, the Collateral Agent or such DIP Lender wherever located) to or for the credit or the account of the Borrower or any other Group Member against and on account of the Obligations and liabilities of the Credit Parties to the Administrative Agent, the Collateral Agent or such DIP Lender under this Agreement or under any of the other Credit Documents, including all interests in Obligations purchased by such DIP Lender pursuant to Section 13.06(b), and all other claims of any nature or description arising out of or connected with this Agreement or any other Credit Document, irrespective of whether or not the Administrative Agent, the Collateral Agent or such DIP Lender shall have made any demand hereunder and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. The right of setoff described in this Section 13.02 shall not apply with respect to any Excluded Collateral.

13.03 Notices.

(a) Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telegraphic, telex, telecopier, cable communication or electronic transmission) and mailed, telegraphed, telexed, telecopied, cabled, delivered or transmitted:

(i) if to any Credit Party, the Administrative Agent or the Collateral Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.03 or such other address as shall be designated by such party in a written notice to the other parties hereto; and

(ii) if to any DIP Lender, at its address specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a DIP Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower) or at

such other address as shall be designated by such DIP Lender in a written notice to the Borrower and the Administrative Agent.

All such notices and communications shall, when mailed or overnight courier, be effective when deposited in the mail, or overnight courier, as the case may be, or sent by facsimile or other electronic means of transmission, except that notices and communications to the Administrative Agent, Collateral Agent and the Borrower shall not be effective until received by the Administrative Agent, Collateral Agent or the Borrower, as the case may be.

(b) Notices and other communications to the DIP Lenders hereunder may be delivered or furnished by electronic communications (including email, FpML messaging, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable DIP Lender. Each of the Administrative Agent, Collateral Agent, the Borrower or Holdings may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) (i) Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM ANY BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH ANY BORROWER MATERIALS OR THE PLATFORM. In no event shall each of the Administrative Agent and the Collateral Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings, the Borrower, the Group Guarantors, any DIP Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Credit Party's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic messaging service, or through the Internet, in the absence of gross negligence, bad faith or willful misconduct of any Agent Party, as determined by a court of competent jurisdiction and by a final and non-appealable judgment.

13.04 Benefit of Agreement; Assignments; Participations, etc.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Administrative Agent (acting at the Direction of the Required Backstop Lenders) and each DIP Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), except as contemplated by Section 10.02(vi) and (ii) no DIP Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.04. Any assignment or transfer by a DIP Lender of rights or obligations under this Agreement that does not comply with this Section 13.04 shall be treated for purposes of this Agreement as a sale by such DIP Lender of a participation in such rights and obligations in accordance with clause (c) below. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the DIP Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any DIP Lender may assign to one or more Eligible Transferees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower; *provided* that, the Borrower shall be deemed to have consented to an assignment of Loans or DIP Term Loan Commitments unless it shall have objected thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof; *provided* that no consent of the Borrower shall be required for an assignment to (x)(I) a DIP Lender, an Affiliate of a DIP Lender or an Approved Fund or (II) a Prepetition Secured Party that is a "Consenting Creditor" (under, and as defined in, the Restructuring Support Agreement) or any other Person that becomes or has become a party to the Restructuring Support Agreement pursuant to the terms thereof, (y) if an Event of Default has occurred and is continuing, any other Eligible Transferee or (z) for assignment by the Fronting Lender pursuant to the Fronting Arrangement (including to the Backstop Lenders); and

(B) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required (x) with respect to Loans or DIP Term Loan Commitments, for an assignment to a DIP Lender, an Affiliate of a DIP Lender or an Approved Fund or (y) for assignment by the Fronting Lender pursuant to the Fronting Arrangement (including to the Backstop Lenders);

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of assignments (I) by the Fronting Lender

pursuant to the Fronting Arrangement (including to the Ad Hoc Group), (II) to a DIP Lender, an Affiliate of a DIP Lender or an Approved Fund or (III) an assignment of the entire remaining amount of the assigning DIP Lender's Commitment or Loans of any tranche, the amount of the Commitment or Loans of the assigning DIP Lender subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000, unless each of the Borrower and the Administrative Agent otherwise consent; *provided* that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) except in the case of assignments by the Fronting Lender pursuant to the Fronting Arrangement (including to the Ad Hoc Group), each partial assignment shall be made as an assignment of a proportionate part of all the assigning DIP Lender's rights and obligations under this Agreement; *provided* that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning DIP Lender's rights and obligations in respect of one tranche of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption Agreement or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption Agreement by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption Agreement are participants, together with the payment by the assignee of a processing and recordation fee of $3,500; *provided*, that, such fee shall be waived in connection with any assignment of Loans by the Fronting Lender (including to the Ad Hoc Group); and

(D) the assignee, if it shall not be a DIP Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Credit Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) below, from and after the effective date specified in each Assignment and Assumption Agreement the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption Agreement, have the rights and obligations of a DIP Lender under this Agreement, and the assigning DIP Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption Agreement covering all of the assigning DIP Lender's rights and obligations under this Agreement, such DIP Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.10, 5.05 and 13.01). Any

assignment or transfer by a DIP Lender of rights or obligations under this Agreement that does not comply with this Section 13.04 shall be treated for purposes of this Agreement as a sale by such DIP Lender of a participation in such rights and obligations in accordance with clause (c) below.

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the DIP Lenders, and the Commitment of, and principal amount (and related interest amounts) of the Loans owing to, each DIP Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the DIP Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a DIP Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and, as to its own positions only, any DIP Lender, at any reasonable time and from time to time upon reasonable prior notice. For the avoidance of doubt, the Administrative Agent shall track the Interim DIP Loans and the Final DIP Loans separately for purposes of maintaining the Register, processing trades through Clearpar or another similar electronic trading Platform, or otherwise to fulfill its administrative responsibilities as provided herein.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption Agreement executed by an assigning DIP Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption Agreement by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption Agreement are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a DIP Lender hereunder), the processing and recordation fee referred to in clause (b)(ii)(C) above and any written consent to such assignment required by clause (b)(ii) above, the Administrative Agent shall accept such Assignment and Assumption Agreement and record the information contained therein in the Register; *provided* that if either the assigning DIP Lender or the assignee shall have failed to make any payment required to be made by it pursuant to this Agreement, the Administrative Agent shall have no obligation to accept such Assignment and Assumption Agreement and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (v).

(c) Any DIP Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more Eligible Transferees (a "Participant"), in all or a portion of such DIP Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) such DIP Lender's obligations under this Agreement shall remain unchanged; (B) such DIP Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrower, the Administrative Agent and the DIP Lenders shall continue to deal solely and directly with such DIP Lender in connection with such DIP Lender's rights and obligations under this

Agreement. Any agreement or instrument pursuant to which a DIP Lender sells such a participation shall provide that such DIP Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such DIP Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that requires the consent of each DIP Lender or each adversely affected DIP Lender and that directly affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10 and 5.05 (subject to the requirements and limitations therein (it being understood that the documentation required under Sections 5.05(b) and (c) shall be delivered solely to the participating DIP Lender; *provided*, for the avoidance of doubt, that if the participating DIP Lender is not a U.S. Person, such DIP Lender shall include a copy of such documentation as an exhibit to its IRS Form W-8IMY in accordance with Section 5.05(c)(x)(iv))) to the same extent as if it were a DIP Lender and had acquired its interest by assignment pursuant to Section 13.04(b); *provided* that such Participant (A) shall be subject to the provisions of Section 2.12 as if it were an assignee under Section 13.04(b); and (B) shall not be entitled to receive any greater payment under Section 2.10 or 5.05, with respect to any participation, than its participating DIP Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each DIP Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.13 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 13.01 as though it were a DIP Lender; *provided* that such Participant shall be subject to Section 2.12 as though it were a DIP Lender. Each DIP Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and related interest amounts) of each Participant's interest in the Loans or other obligations under the Credit Documents (the "Participant Register"); *provided* that no DIP Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loan or its other obligations under any Credit Document) to any Person except to the extent such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and, if applicable, Section 1.163-5(b) of the United States Proposed Treasury Regulations (or any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such DIP Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) [Reserved].

(e) Nothing in this Agreement shall prevent or prohibit any DIP Lender from pledging its Loans and Notes hereunder to any party, including to a Federal Reserve Bank or central banking authority in support of borrowings made by such DIP Lender from such Federal Reserve Bank or central banking authority and, with prior notification to the Administrative Agent (but without the consent of the Administrative Agent or the Borrower), any DIP Lender which is a fund may pledge all or any portion of its Loans and Notes to its trustee or to a collateral agent

providing credit or credit support to such DIP Lender in support of its obligations to such trustee, such collateral agent or a holder of such obligations, as the case may be. No pledge pursuant to this clause (e) shall release the transferor DIP Lender from any of its obligations hereunder.

(f) Each DIP Lender acknowledges and agrees to comply with the provisions of this Section 13.04 applicable to it as a DIP Lender.

(g) [Reserved].

(h) [Reserved].

(i) The Borrower hereby expressly authorizes the Administrative Agent to provide to any requesting DIP Lender, the list of Disqualified Lenders provided to the Administrative Agent by the Borrower and any updates thereto. The Borrower hereby agrees that any such requesting DIP Lender may share the list of Disqualified Lenders with any potential assignee, transferee or participant. Notwithstanding the foregoing, each Credit Party and the DIP Lenders acknowledge and agree that the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions of this Agreement relating to Disqualified Lenders (other than with respect to assignments or participations by it (in its capacity as a DIP Lender) of its Loans and Commitments, if any). Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any DIP Lender or participant or prospective DIP Lender or participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender (other than with respect to assignments or participations by it (in its capacity as a DIP Lender) of its Loans and Commitments, if any).

(j) Disqualified Lenders. Notwithstanding anything to the contrary contained in this Agreement, any assignment to a Disqualified Lender shall not be void, but shall be subject to the following provisions:

(i) If any assignment is made to any Disqualified Lender without the Borrower's prior written consent or if any Person becomes a Disqualified Lender after the Closing Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Lender and the Administrative Agent, require such Disqualified Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 13.04), all of its interest, rights and obligations under this Agreement and related Credit Documents to an Eligible Transferee that shall assume such obligations at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder; *provided* that the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 13.04(b) (unless waived by the Administrative Agent).

(ii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Lenders (A) will not (x) have the right to receive information,

reports or other materials provided to the DIP Lenders by the Borrower, the Administrative Agent or any other DIP Lender, (y) attend or participate in meetings attended by the DIP Lenders and the Administrative Agent, or (z) access any electronic site established for the DIP Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the DIP Lenders and (B)(x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any DIP Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Credit Document, each Disqualified Lender will be deemed to have consented in the same proportion as the DIP Lenders that are not Disqualified Lender consented to such matter, and (y) for purposes of voting on any proposed plan of reorganization, plan of liquidation, or any other similar dispositive restructuring plan pursuant to any Debtor Relief Laws ("Plan of Reorganization"), each Disqualified Lender party hereto hereby agrees (1) not to vote on such Plan of Reorganization, (2) if such Disqualified Lender does vote on such Plan of Reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan of Reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(k) Notwithstanding anything to the contrary contained herein, no assignment shall be made to any Prepetition Secured Party or any of their respective Affiliates, unless such Prepetition Secured Party is, or contemporaneously becomes, a "Consenting Creditor" under, and as defined in, the Restructuring Support Agreement prior to, or concurrently with, such assignment.

(l) Each DIP Lender and/or Affiliate thereof that is not a Prepetition Secured Party at the time such Person becomes a DIP Lender or an Affiliate of a DIP Lender shall not thereafter become a DIP Lender, unless such DIP Lender or Affiliate thereof is, or contemporaneously becomes, a "Consenting Creditor" under, and as defined in, the Restructuring Support Agreement prior to, or concurrently with, becoming a Prepetition Secured Party.

13.05 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent, the Collateral Agent or any DIP Lender in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between the Borrower or any other Credit Party and the Administrative Agent, the Collateral Agent or any DIP Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Credit Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Administrative Agent, the Collateral Agent or any DIP Lender would otherwise have. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other

circumstances or constitute a waiver of the rights of the Administrative Agent, the Collateral Agent or any DIP Lender to any other or further action in any circumstances without notice or demand.

13.06 Payments Pro Rata.

(a) The Administrative Agent agrees that promptly after its receipt of each payment from or on behalf of any Credit Party in respect of any Obligations of such Credit Party, it shall distribute such payment to the DIP Lenders (other than any DIP Lender that has consented in writing to waive its *pro rata* share of such payment) *pro rata* based upon their respective shares, if any, of the Obligations with respect to which such payment was received. Subject to the Orders, whenever any payment received by the Administrative Agent under this Agreement or any of the other Credit Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the DIP Lenders under or in respect of this Agreement and the other Credit Documents on any date, such payment shall be distributed by the Administrative Agent and the DIP Lenders in the order of priority set forth in Section 11.24.

(b) Each of the DIP Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Credit Documents, or otherwise) which is applicable to the payment of the principal of, or interest on, the Loans or Fees, of a sum which with respect to the related sum or sums received by other DIP Lenders is in a greater proportion than the total of such Obligation then owed and due to such DIP Lender bears to the total of such Obligation then owed and due to all of the DIP Lenders immediately prior to such receipt, then such DIP Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other DIP Lenders an interest in the Obligations of the respective Credit Party to such DIP Lenders in such amount as shall result in a proportional participation by all of the DIP Lenders in such amount; *provided* that if all or any portion of such excess amount is thereafter recovered from such DIP Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. For purposes of clause (c) of the definition of Excluded Taxes, a DIP Lender that acquires a participation pursuant to this Section 13.06(b) shall be treated as having acquired such participation on the earlier date(s) on which such DIP Lender acquired the applicable interest(s) in the Loan(s) or Commitment(s) to which such participation relates.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 13.06(a) and (b) shall be subject to (x) the express provisions of this Agreement which require, or permit, differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders, (y) the express provisions of this Agreement which permit disproportionate payments with respect to various of the tranches as, and to the extent, provided herein, and (z) any other provisions which permit disproportionate payments with respect to the Loans as, and to the extent, provided therein.

13.07 Calculations; Computations.

(a) The financial statements to be furnished to the DIP Lenders pursuant hereto shall be made and prepared in accordance with U.S. GAAP consistently applied throughout the periods involved (except as set forth in the notes thereto); *provided* that if the Borrower notifies

the Administrative Agent that the Borrower wishes to amend any financial covenant calculation or any financial definition used therein to implement the effect of any change in U.S. GAAP or the application thereof occurring after the Closing Date on the operation thereof (or if the Administrative Agent notifies the Borrower that the Required DIP Lenders wish to amend any financial covenant calculation or any financial definition used therein for such purpose), then the Borrower and the Administrative Agent shall negotiate in good faith to amend such financial covenant calculation or the definitions used therein (subject to the approval of the Required DIP Lenders) to preserve the original intent thereof in light of such changes in U.S. GAAP; *provided*, *further*, that all determinations made pursuant to any applicable financial covenant calculation or any financial definition used therein shall be determined on the basis of U.S. GAAP as applied and in effect immediately before the relevant change in U.S. GAAP or the application thereof became effective, until such financial covenant calculation or such financial definition is amended. Notwithstanding any other provision contained herein, (i) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts referred to herein shall be made, without giving effect to Statement of Financial Accounting Standards 141R or ASC 805 (or any other financial accounting standard having a similar result or effect) and (ii) the accounting for any lease shall be based on U.S. GAAP as in effect on December 15, 2018 and without giving effect to any subsequent changes in U.S. GAAP (or the required implementation of any previously promulgated changes in U.S. GAAP) relating to the treatment of a lease as an operating lease or capitalized lease.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (or Holdings or any Parent Company) may elect to switch from maintaining its accounting records from U.S. GAAP to IFRS by written notice to the Administrative Agent, and thereafter may provide all required financial information in accordance with IFRS; *provided* that such switch may only occur once after the Closing Date. In the event that the Borrower (or Holdings or any Parent Company) elects to prepare its financial statements in accordance with IFRS and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the "Accounting Changes") in this Agreement, the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement so as to reflect equitably the Accounting Changes (or if the Administrative Agent notifies the Borrower that the Required DIP Lenders request an amendment to any provision hereof for such purpose), then the Borrower and the Administrative Agent (acting at the Direction of the Required Backstop Lenders) shall negotiate in good faith to enter into an amendment of the relevant affected provisions (without the payment of any amendment or similar fee to the DIP Lenders), with the desired result that the criteria for evaluating the Borrower's (or Holdings' or any Parent Company's) financial condition shall be substantially the same after such change as if such change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower and the Administrative Agent, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with U.S. GAAP (as determined in good faith by a Responsible Officer of the Borrower or Holdings or such Parent Company, as applicable) as if such change had not occurred.

13.08 GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS (OTHER THAN WITH RESPECT TO ANY CREDIT DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE PROVIDED IN THE RELEVANT SECURITY DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT (EXCEPT THAT, (X) IN THE CASE OF ANY MORTGAGE OR OTHER SECURITY DOCUMENT, PROCEEDINGS MAY ALSO BE BROUGHT BY THE ADMINISTRATIVE AGENT OR COLLATERAL AGENT IN THE STATE IN WHICH THE RELEVANT MORTGAGED PROPERTY OR COLLATERAL IS LOCATED OR ANY OTHER RELEVANT JURISDICTION AND (Y) IN THE CASE OF ANY BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDINGS WITH RESPECT TO ANY CREDIT PARTY, ACTIONS OR PROCEEDINGS RELATED TO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS MAY BE BROUGHT IN SUCH COURT HOLDING SUCH BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDINGS) SHALL BE BROUGHT IN THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, EACH OF THE PARTIES HERETO OR THERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER IT, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENTS BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER IT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, SUCH PARTY, AS THE CASE MAY BE, AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13.09 Counterparts; Integration; Effectiveness; Orders Control. This Agreement, the other Credit Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding anything to the contrary, to the extent any specific provision hereof or any other Credit Document is inconsistent with the DIP Orders, the DIP Orders shall control.

13.10 Reserved.

13.11 Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

13.12 Amendment or Waiver; etc.

(a) Except as expressly contemplated hereby, neither this Agreement nor any other Credit Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the Credit Parties party hereto or thereto, the Administrative Agent and the Required DIP Lenders (although additional Group Members may be added to (and annexes may be modified to reflect such additions) the DIP Guaranty Agreement and the DIP Security Documents in accordance with the provisions hereof and thereof without the consent of the other Credit Parties party thereto or the Required DIP Lenders) or the Administrative Agent with the written consent of the Required DIP Lenders; *provided* that no such change, waiver, discharge or termination shall:

(i) without the prior written consent of each DIP Lender directly and adversely affected thereby, reduce the amount or extend the final scheduled maturity of any Loan, or reduce the rate or extend the time of payment of principal, interest or fees thereon, except in connection with the waiver of the applicability of any post-default increase in interest rates, without the prior written consent of each DIP Lender directly and adversely affected thereby;

(ii) release all or substantially all of the Collateral, or have the effect of releasing all or substantially all of the Collateral, whether in a single transaction or a series of related transactions, without the prior written consent of each DIP Lender (other than in connection with a disposition approved by an order of the Bankruptcy Court with the prior written consent of the Required DIP Lenders);

(iii) release all or substantially all of the value of the DIP Guaranty by the Guarantors, or have the effect of releasing all or substantially all of the value of the DIP Guaranty by the Guarantors, whether in a single transaction or a series of related transactions, without the prior written consent of each DIP Lender (other than in connection with a disposition approved by an order of the Bankruptcy Court with the prior written consent of the Required DIP Lenders);

(iv) amend, modify or waive any provision of Section 13.06 of this Agreement or Section 7.04 of the DIP Security Agreement, or any other provision of the Credit Documents to the extent such amendment, modification or waiver if such provision modifies, or has the effect of modifying, the application of payments as set forth in this Agreement as of the Closing Date, without the prior written consent of each DIP Lender directly and adversely affected thereby,

(v) reduce the percentage specified in the definition of "Required DIP Lenders" without the prior written consent of each DIP Lender;

(vi) consent to the assignment or transfer by Borrower of any of its rights and obligations under this Agreement without the consent of each DIP Lender,

(vii) reduce the percentage specified in the definition of "Required Backstop Lenders" without the prior written consent of each Backstop Lender;

(viii) [reserved];

(ix) [reserved];

(x) without the prior written consent of each DIP Lender directly and adversely affected thereby, (1) subordinate, or have the effect of subordinating, the Obligations (or any material portion thereof) to any other Indebtedness or (2) subordinate, or have the effect of subordinating, the Liens securing the Obligations (or any material portion thereof) to Liens securing any other Indebtedness (other than Post-Petition Permitted Priority Liens (as defined on the Closing Date));

(xi) [reserved];

(xii) (1) permit the creation of "unrestricted subsidiaries" or any similar construct as a result of which a Subsidiary of Holdings is not subject to, or not otherwise required to comply with, Article 10 or (2) amend, modify or waive Section 10.12 or Section 12.11(ii), in each case, without the prior written consent of each DIP Lender;

(xiii) [reserved]:

(xiv) [reserved];

(xv) amend, modify or waive Section 11.24 or this Section 13.12(a) without the prior written consent of each DIP Lender directly and adversely affected thereby;

(xvi) without the prior written consent of each DIP Lender directly and adversely affected thereby, amend this Agreement in a manner that would authorize the incurrence of additional Indebtedness that would be issued under this Agreement or increase or decrease the Commitments, in each case, in contemplation of or for the primary purpose of influencing voting thresholds;

(xvii) amend this Agreement in a manner that would (i) permit the Sponsor to acquire Loans or (ii) modify Section 2.22, in each case, without the prior written consent of each DIP Lender;

(xviii) amend or modify this Agreement in a manner that would allow Holdings, the Borrower or any Group Member to purchase, exchange, replace and/or refinance Loans on a non-pro rata basis or via an auction without the prior written consent of each DIP Lender; and

(xix) without the requisite consent contemplated under such clause or clauses, as applicable, amend, modify or waive any definition to the extent applicable to any of the foregoing clauses (i) through (xviii) to the extent such amendment, modification or waiver would have the effect of any of the amendments, modifications or waivers that are limited by the foregoing clause (i) through (xviii);

provided, *further*, that no such change, waiver, discharge or termination shall (1) increase or extend the Commitments of any DIP Lender over the amount and term thereof then in effect without the consent of such DIP Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Commitments shall not constitute an increase or extension of the Commitment of any DIP Lender, and that an increase in the available portion of any Commitment of any DIP Lender shall not constitute an increase of the Commitment of such DIP Lender), (2) without the consent of each Agent adversely affected thereby, amend, modify or waive any provision of Section 12 or any other provision of any Credit Document as the same relates to the rights or obligations of such Agent and (3) without the consent of the Collateral Agent, amend, modify or waive any provision relating to the rights or obligations of the Collateral Agent.

(b) If, in connection with any proposed change, waiver, discharge or termination of any of the provisions of this Agreement as contemplated by clauses (i) through (v),

inclusive, of the first proviso to Section 13.12(a), the consent of the Required DIP Lenders is obtained but the consent of one or more of such other DIP Lenders whose consent is required is not obtained, then the Borrower shall have the right, so long as all non-consenting DIP Lenders whose individual consent is required are treated as described below, to replace each such non-consenting DIP Lender or DIP Lenders with one or more Replacement Lenders pursuant to Section 2.13 so long as at the time of such replacement, each such Replacement Lender consents to the proposed change, waiver, discharge or termination; *provided* that in any event the Borrower shall not have the right to replace a DIP Lender solely as a result of the exercise of such DIP Lender's rights (and the withholding of any required consent by such DIP Lender) pursuant to the second proviso to Section 13.12(a).

(c) [Reserved].

(d) [Reserved].

(e) [Reserved].

(f) Anything herein to the contrary notwithstanding, during such period as a DIP Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such DIP Lender will not be entitled to vote in respect of amendments, waivers and consents hereunder and the Commitment and the outstanding Loans or other extensions of credit of such DIP Lender hereunder will not be taken into account in determining whether the Required DIP Lenders or all of the DIP Lenders, as required, have approved any such amendment, waiver or consent (and the definition of "Required DIP Lenders" will automatically be deemed modified accordingly for the duration of such period); *provided* that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

(g) Further, notwithstanding anything to the contrary contained in this Section 13.12, if following the Closing Date, the Administrative Agent and/or the Collateral Agent and any Credit Party shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Credit Documents, then the Administrative Agent and/or the Collateral Agent and the Credit Parties shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Credit Documents if the same is not objected to in writing by the Required DIP Lenders within five (5) Business Days following receipt of notice thereof.

(h) Further, notwithstanding anything to the contrary in this Section 13.12, the Borrower and the Administrative Agent shall be permitted to amend any provision of a Credit Document in order to (i) comply with local law or the advice of local counsel or (ii) to cause any Credit Document (other than this Agreement) to be consistent with this Agreement and the other Credit Documents, and, in each case, such amendment shall become effective without any further action or consent of any other party to any Credit Document.

(i) Further, notwithstanding anything to the contrary contained in this Section 13.12, modifications to the Credit Documents may be made with the consent of the Borrower and the Administrative Agent (acting at the Direction of the Required Backstop Lenders) (and no other Person) to the extent necessary to make any amendments permitted by Section 13.07(b) to give effect to any election to adopt IFRS.

13.13 Survival. All indemnities set forth herein including, in Sections 2.10, 2.11, 5.05, 12.07 and 13.01 shall survive the execution, delivery and termination of this Agreement and the making and repayment of the Obligations.

13.14 Reserved.

13.15 Confidentiality.

(a) Subject to the provisions of clause (b) of this Section 13.15, each Agent, and each DIP Lender agrees that it will not disclose without the prior written consent, which may take the form of electronic mail, of the Borrower (other than to its affiliates and its and their respective directors, officers, employees, auditors, agents, advisors or counsel, or to another DIP Lender if such DIP Lender or such DIP Lender's holding or parent company in its reasonable discretion determines that any such party should have access to such information in connection with the transactions contemplated by this Agreement and such Agent's or DIP Lender's role hereunder or investment in the Loans; *provided* such Persons shall be subject to the provisions of this Section 13.15 to the same extent as such DIP Lender (or language substantially similar to this Section 13.15(a))) any non-public information with respect to the Borrower or any other Group Member (other than, for the avoidance of doubt, information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry) which is now or in the future furnished by or on behalf of any Credit Party pursuant to this Agreement or any other Credit Document; *provided* that each Agent and each DIP Lender may disclose any such information (i) as has become generally available to the public other than by virtue of a breach of this Section 13.15(a) by such Agent or such DIP Lender, (ii) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or Federal or supranational regulatory body having or claiming to have jurisdiction over such Agent or such DIP Lender or to the Federal Reserve Board or other central banking authority or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (iii) as may be required or appropriate in respect to any summons or subpoena or in connection with any litigation, (iv) in order to comply with any law, order, regulation or ruling applicable to such Agent or such DIP Lender, (v) in the case of any DIP Lender, to the Administrative Agent or the Collateral Agent, (vi) to any prospective or actual direct or indirect contractual counterparty (other than any Disqualified Lender except that the list of Disqualified Lenders may be furnished) in any swap, hedge or similar agreement (or to any such contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section 13.15 (or language substantially similar to this Section 13.15(a)), (vii) in the case of any DIP Lender, to any prospective or actual transferee, pledgee or participant (other than any Disqualified Lender, to the extent that the list of Disqualified Lenders has been furnished, and any pledgee to whom disclosure is permitted pursuant to clause (ii) above) in connection with any contemplated transfer, pledge or participation of any of the Loans or Commitments or any interest therein by such DIP Lender,

(viii) has become available to any Agent, any DIP Lender or any of their respective Affiliates on a non-confidential basis from a source other than Holdings, the Borrower or any other Group Member, and which source is not known by such Person to be subject to a confidentiality restriction in respect thereof in favor of the Borrower or any Affiliate of the Borrower, (ix) for purposes of establishing a "due diligence" defense, (x) to credit risk protection providers (or insurers, re-insurers and insurance brokers), (xi) in communications with Governmental Authorities in connection with compliance with applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws, with notice to the Borrower, to the extent permitted and practicable, promptly after any such communications, and (xii) that has been independently developed by such Agent or such DIP Lender without the use of any other confidential information provided by the Borrower or on the Borrower's behalf; *provided* that such prospective transferee, pledge or participant agrees to be bound by the confidentiality provisions contained in this Section 13.15 (or language substantially similar to this Section 13.15(a)); *provided*, *further*, that, to the extent permitted pursuant to any applicable law, order, regulation or ruling, and other than in connection with credit and other bank examinations conducted in the ordinary course with respect to such Agent or such DIP Lender, in the case of any disclosure pursuant to the foregoing clauses (ii), (iii) or (iv), such Agent or such DIP Lender will use its commercially reasonable efforts to notify the Borrower in advance of such disclosure so as to afford the Borrower the opportunity to protect the confidentiality of the information proposed to be so disclosed.

(b) The Borrower hereby acknowledges and agrees that each DIP Lender may share with any of its affiliates, and such affiliates may share with such DIP Lender, any information related to Holdings, the Borrower or any of its Subsidiaries (including, any non-public customer information regarding the creditworthiness of Holdings, the Borrower and its Subsidiaries); *provided* such Persons shall be subject to the provisions of this Section 13.15 to the same extent as such DIP Lender.

13.16 Patriot Act Notice. Each DIP Lender hereby notifies Holdings and the Borrower that pursuant to the requirements of the USA PATRIOT Act Title III of Pub. 107-56 (signed into law October 26, 2001 and amended on March 9, 2009) (the "Patriot Act") and the Beneficial Ownership Regulation, it is required to obtain, verify, and record information that identifies Holdings, the Borrower and each Group Guarantor, which information includes the name of each Credit Party and other information that will allow such DIP Lender to identify the Credit Party in accordance with the Patriot Act and the Beneficial Ownership Regulation, and each Credit Party agrees to provide such information from time to time to any DIP Lender.

13.17 Waiver of Sovereign Immunity. Each of the Credit Parties, in respect of itself, its Subsidiaries, its process agents, and its properties and revenues, hereby irrevocably agrees that, to the extent that Holdings, the Borrower, their respective Subsidiaries or any of their properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce or collect upon the Loans or any Credit Document or any other liability or obligation of Holdings, the Borrower or any of their respective Subsidiaries related to or arising from the transactions contemplated by any of the Credit Documents, including, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Holdings and the Borrower, for themselves

and on behalf of their respective Subsidiaries, hereby expressly waive, to the fullest extent permissible under applicable law, any such immunity, and agree not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, Holdings and the Borrower further agree that the waivers set forth in this Section 13.17 shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

13.18 Reserved.

13.19 Reserved.

13.20 Absence of Fiduciary Relationship.

Notwithstanding any other provision of this Agreement or any provision of any other Credit Document, (i) none of the DIP Lenders or any of their respective Affiliates shall, solely by reason of this Agreement or any other Credit Document, have any fiduciary, advisory or agency relationship or duty in respect of any DIP Lender or any other Person and (ii) the Group Members hereby waive, to the fullest extent permitted by law, any claims they may have against any DIP Lender or any of its respective Affiliates for breach of fiduciary duty or alleged breach of fiduciary duty by reason of this Agreement, any other Credit Document or the transactions contemplated hereby or thereby. Each Agent, each DIP Lender and their respective Affiliates may have economic interests that conflict with those of the Credit Parties, their stockholders and/or their affiliates.

13.21 Electronic Execution of Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Borrower agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on the Borrower to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Borrower enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, use or acceptance by the Administrative Agent and each of the Secured Creditors of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Creditors may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures

approved by it; *provided, further*, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Creditors shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrower without further verification and (b) upon the request of the Administrative Agent or any DIP Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

13.22 Entire Agreement. This Agreement and the other Credit Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

13.23 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

13.24 Restructuring Support Agreement. Notwithstanding anything to the contrary in this Agreement or any other Credit Document, in the event of any conflict between the express terms and provisions of this Agreement and any other Credit Document, on one hand, and the Restructuring Support Agreement, on the other hand, the terms of the Restructuring Support Agreement shall control.

13.25 Reserved.

13.26 Bankruptcy Matters. This Agreement, the other Credit Documents, and all of the Liens and other rights and privileges granted by the Orders or created hereby or pursuant hereto or any other Credit Document shall be binding upon each Debtor, the estate of each Debtor, and any trustee, other estate representative or any successor in interest of any Debtor in any Chapter 11 Case or any subsequent case commenced under chapter 7 of the Bankruptcy Code, and shall not be subject to Section 365 of the Bankruptcy Code. This Agreement and the other Credit Documents shall be binding upon, and inure to the benefit of, the successors of each Agent and each DIP Lender and their respective assigns, transferees and endorsees. The Liens granted by the Orders shall be and remain valid and perfected in the event of the substantive consolidation, dismissal or conversion of any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the Collateral Agent having to file financing statements or otherwise perfect its Liens under applicable law. No Credit Party may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder or any of the other Credit Documents without the prior express written consent of the Administrative Agent (acting at the written Direction of the Required Backstop Lenders) and the Required DIP Lenders. Any such purported assignment, transfer, hypothecation or other conveyance by any Credit Party without the prior express written consent of the Administrative Agent (acting at the written Direction of the Required Backstop Lenders) and the Required DIP Lenders shall be void. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of each Credit Party, each Agent and the DIP Lenders with respect to the transactions contemplated hereby and no Person shall be a third-party beneficiary of any of the terms and provisions of this Agreement or any of the other Credit Documents.

* * *

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

PECF USS INTERMEDIATE HOLDING II CORPORATION, as Holdings

By:_____
Name:
Title:

PECF USS INTERMEDIATE HOLDING III CORPORATION, as the Borrower

By:_____
Name:
Title:

PORTABLE HOLDING CORPORATION
PORTABLE INTERMEDIATE HOLDING CORPORATION
PORTABLE INTERMEDIATE HOLDING II CORPORATION
USS ULTIMATE HOLDINGS, INC.
UNITED SITE SERVICES, INC.
UNITED SITE NATIONAL SERVICES COMPANY
UNITED SITE SERVICES OF LOUISIANA, INC.
UNITED SITE SERVICES OF FLORIDA, LLC
UNITED SITE SERVICES OF NEVADA, INC.
UNITED SITE SERVICES NORTHEAST, INC.
UNITED SITE SERVICES OF COLORADO, INC.
UNITED SITE SERVICES OF MARYLAND, INC.
UNITED SITE SERVICES OF CALIFORNIA, INC.
UNITED SITE SERVICES OF TEXAS, INC.
JOHNNY ON THE SPOT, LLC
NORTHEAST SANITATION, INC.
RUSSELL REID WASTE HAULING AND DISPOSAL SERVICE CO., INC.
UNITED SITE SERVICES OF MISSISSIPPI, LLC
VORTEX HOLDCO, LLC
VORTEX OPCO, LLC

By:_____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent and Collateral Agent

By:_____
Name:
Title:

BARCLAYS BANK PLC, as the Fronting Lender

By:_____
Name:
Title:

Annex I

Settlement Agreement

Execution Version

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of January 26, 2026 (this "Settlement Agreement" or "Settlement"), is entered into by (i) United Site Services, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors"), by and through their counsel, Milbank LLP, (ii) the ad hoc group of certain unaffiliated beneficial holders and/or investment advisors or managers of beneficial holders of the Debtors' funded debt obligations (the "Ad Hoc Group"), on behalf of itself and each of its members, by and through its counsel, Akin Gump Strauss Hauer & Feld LLP, and (iii) CastleKnight Master Fund LP (together with its affiliated investment funds, accounts, vehicles or other entities that are beneficial holders or investment advisors or managers of beneficial holders of the Debtors' funded debt obligations, "CastleKnight"), by and through its counsel, Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn"), in connection with the chapter 11 cases (the "Chapter 11 Cases") commenced by the Debtors and pending before the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). The Debtors, the Ad Hoc Group and CastleKnight are collectively referred to herein as the "Parties" or, as to each, a "Party."

RECITALS[1]

WHEREAS, CastleKnight holds: (i) Second-Out Term Loans under that certain Credit Agreement, dated as of August 22, 2024, by and among Vortex Opco, LLC, as the borrower, PECF USS Intermediate Holding II Corporation, PECF USS Intermediate Holding III Corporation, Vortex Holdco, LLC, Bank of America, N.A., as administrative agent and collateral agent, and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time); (ii) Amended Term Loans under that certain Credit Agreement, dated as of December 17, 2021, by and among PECF USS Intermediate Holding II Corporation, UMB Bank, N.A., as administrative agent and collateral agent, as successor to Wilmington Savings Fund Society, FSB, and the lenders from time to time party thereto (as amended, restated,

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 16] (as may be amended, modified or supplemented by time to time, the "Plan").

supplemented or otherwise modified from time to time); (iii) Third-Out Notes issued under that certain Indenture for the 8.000% Senior Secured Notes due 2030, dated as of August 2024, among Vortex Opco, LLC, as the issuer, the guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent (as amended, restated, supplemented or otherwise modified from time to time); and (iv) Amended Unsecured Notes issued under that certain Indenture, dated as of November 19, 2021, for the 8.000% Senior Notes due 2029 (as amended, restated, supplemented or otherwise modified from time to time);

WHEREAS, on December 28, 2025, the Debtors, the members of the Ad Hoc Group and other stakeholders of the Debtors entered into, among other things, the Restructuring Support Agreement, the ERO Backstop Agreement and a commitment letter for exit term loan financing (the "Exit Commitment Letter");

WHEREAS, on December 29, 2025 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases and filed, among other things, a motion seeking approval of debtor in possession financing [Docket No. 13] (the "DIP Motion") and a motion seeking entry of a scheduling order with respect to confirmation of the Plan [Docket No. 18] (the "Scheduling Motion");

WHEREAS, on December 29, 2025, CastleKnight filed a preliminary objection [Docket No. 57] (the "Objection") to the relief requested in the DIP Motion and Scheduling Motion;

WHEREAS, on December 30, 2025, the Bankruptcy Court held a hearing on the DIP Motion and the Scheduling Motion, and instructed the Parties to meet and confer regarding the issues raised in the Objection and at such hearing by CastleKnight;

WHEREAS, on January 12, 2026, the Bankruptcy Court entered the *Stipulation and Agreed Order (I) Appointing Hon. Robert D. Drain (Ret.) as Mediator to Mediate the Mediation Topics, (II) Referring Such Matters to Mediation, (III) Directing the Mediation Parties to Participate in the Mediation, and (IV) Granting Related Relief* [Docket No. 182] (the "Mediation Order");

WHEREAS, on January 13, 2026, the Parties engaged in mediation conducted by the Hon. Robert D. Drain (Ret.), appointed to serve as mediator by the Bankruptcy Court pursuant to the Mediation Order, with respect to all disputes arising from or related to the 2024 Transactions and the Plan (the "Mediation Topics"); and

WHEREAS, the Parties wish to fully and finally resolve any and all disputes, controversies or causes of action between the Parties relating to or arising from the DIP Motion, the Scheduling Motion, the Mediation Topics, and the Chapter 11 Cases, in each case pursuant to the terms and conditions set forth in this Settlement Agreement.

SETTLEMENT AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Court Approval. The Debtors shall seek approval of this Settlement Agreement through the final order approving the DIP Motion (the "Final DIP Order").

2. Effectiveness and Termination.

   a. This Settlement Agreement shall become effective and binding on all Parties on the date (the "Settlement Effective Date") on which (i) counsel to all of the Parties have executed and delivered to counsel to the other Parties a countersigned signature page of this Settlement Agreement, (ii) CastleKnight has executed and delivered signature pages and/or joinders to the ERO Backstop Agreement and the Exit Commitment Letter and (iii) the Bankruptcy Court has entered an order approving this Settlement Agreement (the date on which clauses (i) and (ii) have been satisfied, the "Settlement Execution Date").

   b. Upon the Settlement Execution Date and pending the Settlement Effective Date, each Party shall use reasonable efforts to obtain Bankruptcy Court approval of this Settlement

Agreement, perform all affirmative obligations hereunder and refrain from taking any action inconsistent with the agreements and transactions contemplated hereby.

c. Notwithstanding the foregoing, the releases set forth in paragraphs 12 and 13 in this Settlement Agreement shall become effective only upon the occurrence of the Effective Date of the Plan (the "Release Effective Date"). If the Effective Date of the Plan does not occur, the releases set forth in paragraphs 12 and 13 shall be of no force and effect, and each Party shall retain all claims and causes of action such Party would have had absent this Settlement Agreement.

d. This Settlement Agreement shall terminate automatically, and all Parties shall be released from their obligations hereunder (other than any obligations that expressly survive termination), upon the occurrence of any of the following (each, a "Termination Event"): (i) the Bankruptcy Court denies approval of this Settlement Agreement and such denial is not reversed or vacated within 14 days; (ii) the Bankruptcy Court enters an order approving this Settlement Agreement that includes modifications that are materially adverse to any Party, and such Party provides written notice of termination to the other Parties within five (5) Business Days of entry of such order; (iii) the Restructuring Support Agreement is terminated in accordance with its terms; (iv) the Plan or the Final DIP Order is modified or amended in a manner that is materially adverse to CastleKnight's economic treatment as contemplated by this Settlement Agreement without CastleKnight's prior written consent; (v) the Effective Date of the Plan has not occurred by the Outside Date (as defined in the Restructuring Support Agreement); or (vi) a Party (other than the terminating Party) materially breaches any of its obligations under this Settlement Agreement and such breach remains uncured for five (5) Business Days following written notice thereof from a non-breaching Party; *provided* that, if the Settlement Agreement is terminated, the Parties shall in good faith pursue further mediation before the Mediator (or such other mutually

agreeable mediator) prior to commencing any litigation, including any adversary proceeding, motion, or objection in these Chapter 11 Cases or otherwise.

e. Upon termination of this Settlement Agreement pursuant to paragraph 2.d, (i) no Party shall have any liability to any other Party arising from such termination, (ii) the releases in paragraphs 12 and 13 shall be void ab initio if the Release Effective Date has not occurred, and (iii) each Party reserves all rights, remedies, claims and defenses such Party would have had absent this Settlement Agreement.

3. CastleKnight Holdings. CastleKnight represents and warrants that (i) Schedule 1 attached hereto accurately reflects all of CastleKnight's holdings of Claims against and Interests in the Debtors as of the Settlement Execution Date and (ii) CastleKnight is not party to any agreement, arrangement or understanding with any other holder of Claims or Interests regarding voting, disposition or economic sharing with respect to such Claims or Interests.

4. CastleKnight Second-Out Term Loan Treatment. Upon execution of and delivery of signature pages and/or joinders to the ERO Backstop Agreement and the Exit Commitment Letter, CastleKnight shall be (i) with respect to the ERO Backstop Agreement, a "Commitment Party" (as that term is used in the ERO Backstop Agreement) on the same terms and conditions as the existing Commitment Parties thereunder and (ii) with respect to the Exit Commitment Letter, an "Exit Commitment Party" (as that term is used in the Exit Commitment Letter) on the same terms and conditions as the existing Exit Commitment Parties thereunder, and (x) the Commitment Schedule to the ERO Backstop Agreement shall be amended to reflect CastleKnight with a Backstop Final Allocated Percentage (as such term is defined in the ERO Backstop Agreement) of 6.24953622974% based on CastleKnight's holdings of Second-Out Term Loans as set forth on Schedule 1 hereto (with a corresponding pro rata reduction to the Backstop Final Allocated Percentage of each other Commitment Party in accordance with Section 13.1 of the ERO Backstop Agreement) and (y) the Exit Commitment Letter shall be amended as necessary to permit such participation on a pro rata basis based on CastleKnight's holdings of Second-Out Term Loans. For the avoidance of doubt, CastleKnight's holdings of Amended Term Loans shall not participate in or

otherwise be eligible for calculating CastleKnight's pro rata commitments under the ERO Backstop Agreement and the Exit Commitment Letter. For the avoidance of doubt, CastleKnight shall exercise its Subscription Rights to purchase its Pro Rata Share (each as defined in the ERO Backstop Agreement) of the number of Rights Offering Shares on account of its Second-Out Term Loan Claims in accordance with Section 2.1(c)(ii) of the ERO Backstop Agreement.

5. Second-Out Term Loan Treatment Under the Plan. The Plan shall be modified such that the Second-Out Term Loan Claims shall receive the following treatment: (i) 100% of the Distributable New Common Shares and (ii) 100% of the Subscription Rights.

6. Amended Term Loan Treatment Under the Plan. The Plan shall be modified such that the Amended Term Loan Claims shall receive the following treatment: (i) Cash in the amount of $10,516,581; and (ii) term loans issued under the Exit Term Loan Facility with a principal value equal to $13,592,233.01, which shall accrue and capitalize the Upfront Premium (as defined in the Exit Commitment Letter) upon issuance, resulting in an aggregate principal amount of such term loans equating to $14,000,000 on identical terms to all other such term loans. For the avoidance of doubt, the Amended Term Loans shall not receive (a) Distributable New Common Shares or (b) Subscription Rights pursuant to the Plan or otherwise.

7. Amended Term Loan Treatment Under the Final DIP Order. The Amended Term Loans shall receive adequate protection in the form of cash payments on account of interest accruing after the Petition Date and through the earlier of (i) the Effective Date and (ii) March 31, 2026, at the non-default interest rate under the Amended Term Loan Credit Agreement (the "Adequate Protection Payments"), which Adequate Protection Payments shall supersede solely the adequate protection payments provided for under paragraph 16(c)(iv) of the Interim DIP Order in respect of the Amended Term Loans (the "Original Adequate Protection Payments") and shall not affect the other adequate protection on account of the Amended Term Loan under paragraph 16 of the Interim DIP Order, which shall remain unchanged. Accrued and unpaid interest on the Amended Term Loans that accrued prior to the Petition Date shall not be payable under the DIP Orders, the Plan or otherwise in connection with the Restructuring Transactions, and CastleKnight shall assert no claim to the contrary with respect to such prepetition interest or seek

payment of postpetition interest in excess of the Adequate Protection Payments. In the event that the Effective Date has not occurred by March 31, 2026, CastleKnight shall receive the Original Adequate Protection Payments from April 1, 2026 forward and shall not receive the Adequate Protection Payments going forward. CastleKnight shall not, directly or indirectly, seek or request any further or additional adequate protection in the Chapter 11 Cases other than as provided for herein.

8. Fee Reimbursement. As additional adequate protection, CastleKnight's reasonable and documented advisor fees (which documentation may be provided in summary form), not to exceed $750,000, shall be "Restructuring Expenses" under the Plan and shall be paid in accordance with the terms of the Plan applicable to Restructuring Expenses; *provided*, *however*, that if the Plan's Effective Date does not occur or this Settlement Agreement is terminated (in each case, other than if solely as a result of a material breach by CastleKnight of its obligations hereunder), such amounts shall be payable by the Debtors as Adequate Protection Fees and Expenses (as defined in the Final DIP Order) and in accordance with the provisions concerning *Payment of Fees and Expenses* in the Final DIP Order.

9. Third-Out Notes and Amended Unsecured Notes Treatment. On account of all Third-Out Notes and Amended Unsecured Notes owned by CastleKnight, CastleKnight shall receive its share of the Unsecured Funded Debt Claim Recovery as set forth in the Plan, and CastleKnight shall not request or be entitled to receive any additional consideration on account of its Third-Out Notes and Amended Unsecured Notes beyond its treatment as a Holder of Class 7 Claims.

10. Governance Rights. Under the New Organizational Documents, CastleKnight shall be entitled to the following rights (on the same terms as applicable to the Ad Hoc Group Members as set forth in the Governance Term Sheet attached as Exhibit I to the Restructuring Support Agreement): (i) Right of First Offer; (ii) Tag-Along Rights; and (iii) Preemptive Rights. For the avoidance of doubt, the New Common Equity received by CastleKnight shall be subject to the terms and conditions of the New Organizational Documents, and CastleKnight hereby agrees to execute and deliver on or before the Effective Date the applicable New Organizational Documents approved in accordance with the terms of the Restructuring Support Agreement; *provided* that such agreements comply with this paragraph 10.

11. CastleKnight Restructuring Support Obligations. CastleKnight shall:

a. support the Restructuring Transactions (including, for the avoidance of doubt, Confirmation of the Plan and entry of the Final DIP Order) and vote all of its Claims and Interests owned, held or otherwise controlled by CastleKnight in accordance with the terms and subject to the conditions set forth herein by exercising any powers or rights available to it (including in any shareholders' or creditors' meeting or in any process requiring voting or approval to which it is legally entitled to participate), in each case, in favor of any matter requiring governmental, regulatory or third-party consent or approval to the extent necessary to implement the Restructuring Transactions; and to take any action necessary or reasonably requested by the Debtors, at the Debtors' expense, to obtain such governmental, regulatory, or third-party consents or approvals in furtherance of the Restructuring Transactions so as to effectuate and implement the Restructuring Transactions;

b. validly and timely deliver, and not withdraw, the consents, proxies, signature pages, tenders, ballots or other means of voting or participation in the Restructuring Transactions (including directing its nominee or custodian, if applicable, on behalf of itself and the accounts, funds, or Affiliates for which it is acting as investment advisor, sub-advisor, or manager to validly and timely deliver and not withdraw) with respect to all of the Claims/Interests owned by or held by CastleKnight and vote its Claims/Interests to accept the Plan by delivering a duly executed and completed ballot accepting the Plan on a timely basis during the solicitation of votes on the Plan and not opt-out of the releases set forth in the Plan;

c. use commercially reasonable efforts to cooperate with and assist the Debtors, at the Debtors' expense, in obtaining additional support for the Restructuring Transactions from the Debtors' other stakeholders; and provide information and support reasonably requested by the Debtors in furtherance of the Restructuring Transactions;

d. promptly withdraw its request to serve on an official committee of unsecured creditors (a "Committee") in the Chapter 11 Cases and not sit on a Committee, which obligation has already been satisfied as of the execution hereof. To the extent supported by the Ad Hoc Group, CastleKnight shall join in any request made by the Debtors to the Amended Unsecured Notes Trustee to withdraw the request by the Amended Unsecured Notes Trustee to sit on a Committee or to the U.S. Trustee not to form a Committee. If a Committee has been formed, and to the extent supported by the Ad Hoc Group, CastleKnight shall join in any request made by the Debtors to the U.S. Trustee to rescind or disband such Committee's formation; and

e. not directly or indirectly object to, delay, impede or take any other action to interfere with, delay, or impede the acceptance, implementation, or consummation of the Restructuring Transactions (including as applicable, through instructions, directions, notices, or orders to the applicable agent or trustee), including by requesting that the Amended Unsecured Notes Trustee take any action that would impede, hinder or delay confirmation or consummation of the Restructuring Transactions.

12. CastleKnight Release. Upon, and subject to the occurrence of, the Release Effective Date, CastleKnight, on behalf of itself, its affiliates and its successors and assigns, shall be deemed to irrevocably and unconditionally waive, release, and forever discharge any claims and causes of action it may have arising under or in connection with the 2024 Recapitalization, including, for the avoidance of doubt, all 2024 Transactions Documents, the 2024 First Lien Facilities, the 2024 First Lien Intercreditor Agreement, the Amended Term Loan Credit Facility Documents and the Amended Unsecured Notes Indenture, the Plan, including the pursuit of Confirmation thereof, the DIP Facility and DIP Facility Documents, the Restructuring Support Agreement, the Restructuring Transactions, the Debtors or the Chapter 11 Cases, against the Ad Hoc Group, its members, and their respective predecessors, successors, and assigns, and each of their respective parents, subsidiaries, affiliates, present and future officers, directors, employees, professionals, and agents, including any and all demands, obligations, actions, causes of action, suits, damages, accounts, judgments, liens, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, costs, losses, debts, expenses and liabilities of any kind, whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, apparent or concealed, from the beginning of time through the Settlement Effective Date.

13. Ad Hoc Group Release. Upon, and subject to the occurrence of, the Release Effective Date, the Ad Hoc Group and each member thereof, on behalf of themselves, their affiliates and their respective successor and assigns, shall be deemed to irrevocably and unconditionally waive, release, and forever discharge any claims and causes of action they may have arising under or in connection with the 2024 Recapitalization, including, for the avoidance of doubt, all 2024 Transactions Documents, the 2024 First Lien Facilities, the 2024 First Lien Intercreditor Agreement, the Amended Term Loan Credit Facility Documents and the Amended Unsecured Notes Indenture, the Plan, including the pursuit of Confirmation thereof, the DIP Facility and DIP Facility Documents, the Restructuring Support Agreement, the Restructuring Transactions, the Debtors, the Chapter 11 Cases, or the Objection against CastleKnight, and its respective predecessors, successors, and assigns, and its parents, subsidiaries, affiliates, present and future officers, directors, employees, professionals, and agents, including any and all demands, obligations,

actions, causes of action, suits, damages, accounts, judgments, liens, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, costs, losses, debts, expenses and liabilities of any kind, whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, apparent or concealed, from the beginning of time through the Settlement Effective Date.

14. The Debtors shall amend the Plan to provide that CastleKnight and its Related Parties are Releasing Parties and Released Parties thereunder.

15. The Bankruptcy Court shall have jurisdiction to interpret, enforce and resolve any disputes arising under or related to the Settlement. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to the Settlement shall be brought on proper notice (unless otherwise ordered by the Court) in accordance with the relevant Bankruptcy Rules.

16. This Settlement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

17. This Settlement shall be binding upon and inure to the benefit of Parties hereto and each and all of their respective successors, assigns, heirs and personal representatives. The agreements of the Ad Hoc Group and its members and CastleKnight in this Settlement shall be binding on the transferee of any debt under the DIP Documents, the First-Out/Second-Out Documents, the First-Out Notes Documents, the Third-Out Notes Documents, the Amended Term Loan Credit Facility Documents or the Amended Unsecured Notes Indenture held by a member of the Ad Hoc Group and/or CastleKnight as of the Settlement Execution Date. CastleKnight shall not transfer any of its Claims or Interests to any person that is not already party to the Restructuring Support Agreement unless such transferee executes a joinder to this Settlement Agreement; it being acknowledged and agreed that CastleKnight and any such transferee shall be able to transfer any of its Claims and Interests in the same manner and to the same extent as any party to the Restructuring Support Agreement, as if it is a party thereto.

18. The undersigned hereby represent and warrant that they are authorized to execute this Settlement.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the Settlement Execution Date.

Dated: January 26, 2026

AKIN GUMP STRAUSS HAUER & FELD LLP

/s/ *Scott L. Alberino*

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Schedule 1

CastleKnight Holdings

Company Debt	Aggregate Principal Amount
Second-Out Term Loans[1]	$109,175,885
Amended Term Loans	$45,172,110
Third-Out Notes	$101,207,484
Amended Unsecured Notes	$121,390,000

[1] This amount excludes $1,352,568 of default interest that has been treated by the borrower / administrative agent as a new principal amount (as a new tranche). Further, of the $109,175,885, $10,429,817.25 is pending and has not settled as of the date of this Settlement Agreement.

United States Bankruptcy Court

District of New Jersey

In re: Case No. 25-23630-MBK

United Site Services, Inc. Chapter 11

Debtor

CERTIFICATE OF NOTICE

District/off: 0312-3 User: admin

Date Rcvd: Feb 03, 2026 Form ID: pdf903 Total Noticed: 2

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 Feb 05, 2026:

Recip ID		Recipient Name and Address
aty	+	Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163

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). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
db	+	Email/Text: CorporateCollections@unitedsiteservices.com	Feb 03 2026 20:51:00	United Site Services, Inc., 118 Flanders Road, Suite 1000, Westborough, MA 01581-1035

TOTAL: 1

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: Feb 05, 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 February 3, 2026 at the address(es) listed below:

Name	Email Address
Alan J. Brody	on behalf of Interested Party Bank of America N.A., as Prepetition ABL Agent and First-Out/Second-Out Agent brodya@gtlaw.com, alan-brody-2138@ecf.pacerpro.com
Daniel C Fleming	on behalf of Creditor Richard Rivera dfleming@wongfleming.com sshalloo@wongfleming.com
Daniel C Fleming	on behalf of Creditor Toilets to Go LLC dba John to Go dfleming@wongfleming.com, sshalloo@wongfleming.com

David L. Bruck
on behalf of Creditor OMJ LLC dbruck@greenbaumlaw.com

Evan Lazerowitz
on behalf of Creditor Powerhouse Retail Services LLC and PH FM, LLC elazerowitz@rc.com

Felice R. Yudkin
on behalf of Debtor United Site Services Inc. fyudkin@coleschotz.com, fpisano@coleschotz.com

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James S. Carr
on behalf of Interested Party BOKF NA as proposed successor Indenture Trustee
KDWBankruptcyDepartment@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Jason D. Angelo
on behalf of Creditor Wilmington Trust National Association, Indenture Trustee for the Floating Rate Senior Secured Notes due 2030 JAngelo@reedsmith.com, jason-angelo-3987@ecf.pacerpro.com

Jeffrey M. Sponder
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Keri P. Ebeck
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