Exhibit A

Restructuring Support Agreement

EXECUTION VERSION

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

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "***Agreement***") dated February 14, 2024 is entered into by and among:

(a) Range Parent (as defined below) and the direct and indirect wholly owned subsidiaries listed on Exhibit A to this Agreement (collectively, the "***Company***", and each, a "***Company Party***");

(b) Each of the beneficial owners (or nominees, investment managers, advisors or subadvisors for, or subaccount or funds of, the beneficial owners) of Super-Priority Obligations (as defined below) under that certain Prepetition Super-Priority Credit Agreement (as defined below), comprised of holdings of Prepetition First Out Super-Priority Claims and Prepetition Second Out Super-Priority Claims, each in the aggregate, of approximately $187 million and $186 million, respectively (the "***Initial Consenting Lenders***" and, collectively with any Prepetition Super-Priority Lenders that subsequently become party to this Agreement, the "***Consenting Lenders***"); and

(c) One Rock Capital Partners II, LP, and each of its Affiliates listed on Exhibit B, which directly or indirectly holds (i) interests in Range Parent, (ii) approximately $32 million of Prepetition First Out Super-Priority Claims and (iii) approximately $10 million of Prepetition Second Out Super-Priority Claims (the "***Sponsor***").

The Company, each Consenting Lender, the Sponsor, and any subsequent Person that becomes a party hereto in accordance with the terms hereof are collectively referred to herein as the "***Parties***" and each, individually as a "***Party***." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restructuring Term Sheet (as defined below). The terms of the Restructuring Term Sheet are hereby incorporated and included in the terms of this Agreement. In the event of any inconsistencies between the terms of this Agreement and the Restructuring Term Sheet, the terms of the Restructuring Term Sheet shall govern.

RECITALS

WHEREAS, the Parties consent to and have agreed to consummate and support the Transactions (as defined herein), on the terms set forth in this Agreement and attached hereto as Exhibit D (the "***Restructuring Term Sheet***") to be effectuated through (a) a sale of all or substantially all of the assets of the Company Parties to be implemented pursuant to section 363 of the Bankruptcy Code (the "***Sale Transaction***") pursuant to which an entity designated by or on behalf of the Consenting Lenders (or a duly authorized designee thereof) shall serve as the stalking

horse bidder and agree to credit bid (including via a direction to the applicable agent) certain of the Consenting Lenders' and the Sponsor's claims pursuant to section 363(k) of the Bankruptcy Code and otherwise conducted pursuant to bidding procedures attached hereto as Exhibit E (the "***Bidding Procedures***", and the sale process described therein, the "***Sale Process***") and (b) an associated plan of liquidation which shall provide for the orderly liquidation of the Debtors' estates including the dissolution of the Company Parties under applicable law (the "***Plan***", together with the Sale Transaction and the transactions contemplated by the Restructuring Term Sheet, the "***Transactions***");

WHEREAS, the transactions as described herein and in the Restructuring Term Sheet, the Stalking Horse APA (as defined below), the DIP Credit Agreement (as defined below), and the Bidding Procedures are to be consummated through voluntary reorganization cases (the "***Chapter 11 Cases***") under the Bankruptcy Code in the Bankruptcy Court on the terms set forth in this Agreement (including the Restructuring Term Sheet, the Stalking Horse APA, the DIP Credit Agreement, and the Bidding Procedures);

WHEREAS, certain of the Consenting Lenders and/or their affiliates have further agreed, subject to the terms and conditions herein, to (a) consent to the use of Cash Collateral and (b) provide the Company with debtor-in-possession financing (the "***DIP Facility***") pursuant to that certain postpetition credit agreement attached hereto as Exhibit H (the "***DIP Credit Agreement***");

WHEREAS, this Agreement, including the Restructuring Term Sheet, is the product of arm's-length, good faith negotiations among the Parties and each of their respective advisors and sets forth the material terms and conditions of the Sale Transaction and the Plan;

WHEREAS, as of the date hereof, the Initial Consenting Lenders and the Sponsor, in the aggregate, hold, own, or control approximately 99.97% and 51.4% of the aggregate outstanding principal amount of the Prepetition First Out Super-Priority Claims and Prepetition Second Out Super-Priority Claims, respectively; and

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, on a several but not joint basis, agree as follows:

1. **Certain Definitions.**

As used in this Agreement, the following terms have the following meanings:

(a) "***Ad Hoc Group***" means the ad hoc group of certain existing secured lenders (and/or investment advisors to secured lenders) under the Prepetition Super-Priority Credit Agreement represented by the Ad Hoc Group Advisors.

(b) "***Ad Hoc Group Advisors***" means (i) Gibson Dunn & Crutcher LLP ("***Gibson***"), counsel to the Ad Hoc Group, (ii) O'Melveny and Myers LLP ("***OMM***"), litigation

counsel to the Ad Hoc Group (iii) Houlihan Lokey, as investment banker to the Ad Hoc Group and (iv) Munsch Hardt Kopf & Harr, P.C..

(c) "***Adversary Complaints***" means the Invesco Adversary Complaint and the Non-Participating Lender Adversary Complaint.

(d) "***Adversary Documents***" means any motion, pleading, or other document related to the Adversary Proceedings.

(e) "***Adversary Proceedings***" means the Invesco Adversary Proceeding and the Non-Participating Lender Adversary Proceeding.

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

(g) "***Agreement***" has the meaning set forth in the preamble to this Agreement.

(h) "***Alternative Restructuring***" means any reorganization, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of all or any material portion of assets, financing (debt or equity), plan proposal, recapitalization, restructuring of the Company Parties, or other transaction of similar effect, other than the Transactions.

(i) "***Bankruptcy Code***" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

(j) "***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of Texas.

(k) "***Bar Date***" means a general bar date by which all creditors must file proofs of claim in the Chapter 11 Cases and a governmental bar date by which all governmental units must file proofs of claim in the Chapter 11 Cases.

(l) "***Bidding Procedures***" has the meaning set forth in the recitals to this Agreement.

(m) "***Bidding Procedures Motion***" means the motion seeking approval of the Bidding Procedures.

(n) "***Bidding Procedures Order***" means the final order granting the Bidding Procedures Motion.

(o) "***Business Day***" means any day, other than a Saturday, a Sunday, or any other day on which banking institutions in New York, New York and the states of Texas and Illinois are required or authorized to close by law or executive order.

(p) "***Cash Collateral***" has the meaning set forth in section 365(a) of the Bankruptcy Code.

(q) "***Cash Collateral Order***" means the interim order in the Chapter 11 Cases authorizing the Company's use of Cash Collateral on a consensual basis in the form attached hereto as Exhibit F.

(r) "***Chapter 11 Cases***" has the meaning set forth in the recitals to this Agreement.

(s) "***Claim***" has the meaning ascribed to such term under section 101(5) of the Bankruptcy Code.

(t) "***Company***" has the meaning set forth in the preamble to this Agreement.

(u) "***Company Advisors***" means the Company's advisors and professionals, including (i) Latham & Watkins LLP ("***Latham***"), counsel to the Company Parties, (ii) Guggenheim Securities, LLC, as investment banker to the Company Parties, (iii) AlixPartners, LLP, as financial advisor to the Company Parties, (iv) Hunton Andrews Kurth LLP, (v) Kroll Restructuring Administration LLC, as claims agent to the Company Parties, and (vi) Weil, Gotshal & Manges LLP, as special counsel to the restructuring committee of the board of directors of Range Parent.

(v) "***Company Party***" has the meaning set forth in the preamble to this Agreement.

(w) "***Company Termination Event***" has the meaning set forth in Section 7.03.

(x) "***Confirmation Order***" means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent in all material respects with this Agreement.

(y) "***Consenting Claims***" means all Claims against any Company Party held by Consenting Lenders and the Sponsor from time to time.

(z) "***Consenting Equity Holder***" means any direct or indirect equityholder of Range Parent other than the Sponsor.

(aa) "***Consenting Lenders***" has the meaning set forth in the preamble to this Agreement.

(bb) "***Consenting Lender Termination Event***" has the meaning set forth in Section 7.02.

(cc) "***Debtors***" means the Company Parties that commence the Chapter 11 Cases.

(dd) "***Definitive Documents***" means all of the definitive documents implementing the Transactions, including: (a) the Plan (and any plan supplement or other related documents); (b) the Sale Documents; (c) the Disclosure Statement and the Solicitation Materials; (d) the Disclosure Statement Approval Order; (e) the Confirmation Order; (f) the DIP Facility

Documents; (g) the Adversary Documents, including the Adversary Complaints; (h) the Scheduling Motions and the Scheduling Orders; (i) the Cash Collateral Order and the DIP Order; (j) the First Day Orders; (k) the DIP Budget; (l) the Wind-Down Budget (and all related documents); (m) the Stalking Horse APA; and (n) any MIP allocation and related documents and in each case, any amendments, modifications, supplements, appendixes and attachments thereto and any related notes, certificates, agreements, documents, and instruments (as applicable) as well as any motions seeking an order of the Bankruptcy Court approving or implementing any of the above.

(ee) "***DIP Budget***" means that certain "rolling" thirteen week budget prepared by the Company Parties in accordance with the DIP Facility Documents and/or the Cash Collateral Order.

(ff) "***DIP Credit Agreement***" has the meaning set forth in the recitals to this Agreement.

(gg) "***DIP Facility***" has the meaning set forth in the recitals to this Agreement.

(hh) "***DIP Facility Documents***" means, collectively, the DIP Credit Agreement, the DIP Motion, the Cash Collateral Order, the DIP Order, and the DIP Budget.

(ii) "***DIP Lender***" means Lender as defined in the DIP Credit Agreement.

(jj) "***DIP Motion***" means any motions filed with the Bankruptcy Court seeking the use of Cash Collateral or approval of the DIP Facility or DIP Credit Agreement.

(kk) "***DIP Order***" means the final order in the Chapter 11 Cases authorizing the Company's entry into the DIP Facility and use of Cash Collateral on a final basis in the form attached hereto as Exhibit G.

(ll) "***Disclosure Statement***" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.

(mm) "***Disclosure Statement Approval Order***" means the order of the Bankruptcy Court approving the Disclosure Statement and solicitation procedures in connection thereto.

(nn) "***Effective Date***" means the effective date of the Plan.

(oo) "***Fiduciary Out***" has the meaning set forth in Section 7.03(g).

(pp) "***Financing Scheduling Motion***" means any motion requesting a schedule related to the DIP Facility.

(qq) "***Financing Scheduling Order***" means any scheduling order or stipulation entered by the Bankruptcy Court related to the DIP Facility.

(rr) "***First Day Orders***" means any interim or final orders of the Bankruptcy Court granting the relief requested in the first-day pleadings that the Company Parties determine are necessary or desirable to file in the Chapter 11 Cases.

(ss) "***Invesco***" means Invesco Ltd., Invesco Senior Secured Management, Inc. and any of their Affiliates (including any funds, accounts or other investment vehicles advised, sub-advised, or directly or indirectly managed by them).

(tt) "***Invesco Action***" means that certain action commenced by Invesco Senior Secured Management, Inc. in the Supreme Court of the State of New York, County of New York, Index No. 656370/2023.

(uu) "***Invesco Adversary Complaint***" means the complaint to be filed by the Debtors commencing an adversary proceeding against Invesco seeking a declaratory judgment against Invesco and a temporary restraining order temporarily enjoining the continued prosecution of the Invesco Action, which shall include the filing of a motion seeking relief in the Bankruptcy Court under section 105(a) of the Bankruptcy Code.

(vv) "***Invesco Adversary Proceeding***" means the proceeding commenced by the Invesco Adversary Complaint.

(ww) "***Invesco Scheduling Motion***" means any motion requesting a schedule related to the Invesco Adversary Proceeding.

(xx) "***Invesco Scheduling Order***" means any scheduling order or stipulation entered by the Bankruptcy Court related to the Invesco Adversary Proceeding.

(yy) "***Joinder Agreement***" has the meaning set forth in Section 4.03.

(zz) "***May 2023 Transaction*****"** means that certain financing and recapitalization transaction that closed on May 9, 2023 with the Ad Hoc Group and certain other participating lenders.

(aaa) "***Milestones***" means the "Milestones" set out in Exhibit I.

(bbb) "***MIP***" has the meaning set forth in the Restructuring Term Sheet.

(ccc) "***Non-Participating Lenders***" means those certain lenders under the Prepetition First Lien Credit Agreement and the Prepetition Second Lien Credit Agreement that did not participate in the May 2023 Transaction.

(ddd) **"*Non-Participating Lender Action***" means that certain action commenced by the Non-Participating Lenders in the Supreme Court of the State of New York, County of New York, Index No. 655979/2023.

(eee) "***Non-Participating Lender Adversary Complaint***" means the complaint to be filed by the Debtors commencing an adversary proceeding against the Non-Participating Lenders seeking a declaratory judgment against the Non-Participating Lenders and the issuance of

a temporary restraining order temporarily enjoining the continued prosecution of the Non-Participating Lender Action, which shall include the filing of a motion seeking relief in the Bankruptcy Court under section 105(a) of the Bankruptcy Code.

(fff) "***Non-Participating Lender Adversary Proceeding***" means the proceeding commenced by the Non-Participating Lender Adversary Complaint.

(ggg) "***Non-Participating Lender Scheduling Motion***" means any motion requesting a schedule related to the Non-Participating Lender Adversary Proceeding.

(hhh) "***Non-Participating Lender Scheduling Order***" means any scheduling order or stipulation entered by the Bankruptcy Court related to the Non-Participating Lender Adversary Proceeding.

(iii) "***Party***" or "***Parties***" has the meaning set forth in the preamble to this Agreement.

(jjj) "***Permitted Transferee***" has the meaning set forth in Section 4.03(c).

(kkk) "***Petition Date***" means the date on which any Company Party commences a Chapter 11 Case.

(lll) "***Plan***" has the meaning set forth in the recitals to this Agreement.

(mmm)"***Prepetition First Lien Credit Agreement***" means that certain first lien credit agreement dated as of February 28, 2018 (as amended supplemented, restated, replaced or otherwise modified from time to time) among Robertshaw US Holding Corp., Range Parent as the holding company guarantor, the other Debtors party thereto as borrowers and guarantors, the Prepetition First Lien Lenders, and Acquiom and Seaport, as co-administrative agents.

(nnn) "***Prepetition First Lien Credit Facility***" means the first lien term loan facility established under the Prepetition First Lien Credit Agreement.

(ooo) "***Prepetition First Lien Lenders***" means the lenders under the Prepetition First Lien Credit Agreement and any party that becomes a lender thereunder thereto from time to time.

(ppp) "***Prepetition Second Lien Credit Agreement***" means that certain second lien credit agreement dated as of February 28, 2018 (as amended, supplemented, restated, replaced or modified from time to time), among Range Parent as the holding company guarantor, the other Debtors party thereto as borrowers and guarantors, and the Prepetition Second Lien Lenders.

(qqq) "***Prepetition Second Lien Lenders***" means the lenders under the Prepetition Second Lien Credit Agreement and any party that becomes a lender thereunder thereto from time to time.

(rrr) "***Prepetition Second Out Super-Priority Claims***" has the meaning in the Restructuring Term Sheet.

(sss) "***Prepetition Super-Priority Credit Agreement***" means the Super-Priority Credit Agreement, as amended by the First Super-Priority Amendment, the Second Super-Priority Amendment, the Third Super-Priority Amendment, the Fourth Super-Priority Amendment, the Fifth Super-Priority Amendment, and as further amended, supplemented, restated, replaced or otherwise modified from time to time.

(ttt) "***Prepetition Super-Priority Facilities***" means the facilities provided under the Prepetition Super-Priority Credit Agreement.

(uuu) "***Prepetition Super-Priority Lenders***" means the lenders under the Prepetition Super-Priority Credit Agreement and any party that becomes a lender thereunder from time to time.

(vvv) "***Qualified Marketmaker***" has the meaning set forth in Section 4.03(d).

(www) "***Qualified Marketmaker Joinder Date***" has the meaning set forth in Section 4.03(d).

(xxx) "***Range Parent***" means Range Parent, Inc.

(yyy) "***Required Consenting Lenders***" means, as of the date of determination, Consenting Lenders holding 51% in aggregate outstanding principal amount of the Super-Priority Obligations held by the Consenting Lenders.

(zzz) "***Restructuring Fees and Expenses***" means (i) the Sponsor Fees and Expenses; and (ii) all reasonable and documented fees, costs and expenses of the Ad Hoc Group Advisors, in each case, (A) in connection with the negotiation, formulation, preparation, execution, delivery, implementation, consummation and/or enforcement of this Agreement, the Transactions, and/or any of the other Definitive Documents, and/or the transactions contemplated hereby or thereby, and/or any amendments, waivers, consents, supplements or other modifications to any of the foregoing and, to the extent applicable, and (B)(1) consistent with any engagement letters or fee reimbursement letters entered into between the Company, on the one hand, and the Ad Hoc Group Advisors or the Sponsor Advisors, on the other hand (as supplemented and/or modified by this Agreement), or (2) as provided in the DIP Order and/or the Confirmation Order.

(aaaa) "***Sale Documents***" means collectively, the Bidding Procedures, the Bidding Procedures Order, the Sale Order, and the Stalking Horse APA.

(bbbb) "***Sale Order***" means an order entered by the Bankruptcy Court approving the Sale Transaction.

(cccc) "***Sale Transaction***" has the meaning set forth in the recitals to this Agreement.

(dddd) "***Scheduling Motions***" means the Invesco Scheduling Motion, the Non-Participating Lender Scheduling Motion, and the Financing Scheduling Motion.

(eeee) "***Scheduling Orders***" means the Invesco Scheduling Order, the Non-Participating Lender Adversary Scheduling Order, and the Financing Scheduling Order.

(ffff) "***Securities Act***" means the U.S. Securities Act of 1933, as amended and any rules and regulations promulgated thereby.

(gggg) "***Sellers***" means each of the Debtors who shall be signatories to the Stalking Horse APA.

(hhhh) "***Solicitation Materials***" has the meaning set forth in the Plan.

(iiii) "***Sponsor***" has the meaning set forth in the preamble to this Agreement.

(jjjj) "***Sponsor Advisors***" means (i) Debevoise & Plimpton LLP ("***Debevoise***"), counsel to the Sponsor and (ii) Kelley Drye & Warren LLP.

(kkkk) "***Sponsor Fees and Expenses***" means the reasonable and documented fees, costs and expenses of Sponsor, including those of the Sponsor Advisors, in connection with the negotiation, formulation, preparation, execution, delivery, implementation, consummation and/or enforcement of this Agreement, the Plan, and/or any of the other Definitive Documents, and/or the transactions contemplated hereby or thereby, and/or any amendments, waivers, consents, supplements or other modifications to any of the foregoing.

(llll) "***Sponsor Termination Event***" has the meaning set forth in Section 7.04.

(mmmm) "***Stalking Horse APA***" means the stalking horse asset purchase agreement to be entered into by the Sellers, on the one hand, and the Consenting Lenders (or a designee thereof) on the other hand in the form attached hereto as Exhibit J.

(nnnn) "***Stalking Horse Bidder***" shall mean the "Buyer" as set forth in the Stalking Horse APA.

(oooo) "***Super-Priority Obligations***" shall mean the "Obligations" as set forth in the Prepetition Super-Priority Credit Agreement.

(pppp) "***Support Effective Date***" means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) each Company Party, (ii) Initial Consenting Lenders holding at least 51% of the aggregate outstanding principal of Prepetition First Out Super-Priority Claims and Prepetition Second Out Super-Priority Claims and (iii) the Sponsor.

(qqqq) "***Support Period***" means the period commencing on the Support Effective Date and ending on the Termination Date.

(rrrr) "***Termination Date***" means the date on which termination of this Agreement is effective as to a Party in accordance with Section 7.01, Section 7.02, Section 7.03, Section 7.04, or Section 7.05 of this Agreement.

(ssss) "***Transfer***" has the meaning set forth in Section 4.03.

(tttt) "***Transactions***" has the meaning set forth in the recitals to this Agreement.

(uuuu) "***Wind-Down Budget***" has the meaning set forth in the Restructuring Term Sheet.

2. **Passage of Time**

With respect to any Milestone or other reference of time herein, if the last day of such period falls on a Saturday, Sunday, or a "legal holiday," as defined in Rule 9006(a) of the Federal Rules of Bankruptcy Procedure, such Milestone or other reference of time shall be extended to the next such day that is not a Saturday, Sunday, or a "legal holiday," as defined in Rule 9006(a) of the Federal Rules of Bankruptcy Procedure; *provided*, for the avoidance of doubt, that any Milestone with respect to a hearing date shall be subject to the Bankruptcy Court's availability.

3. **Restructuring.**

Section 3.01 The Transactions.

(a) The Sale Transaction and the Plan. Subject to the terms of this Agreement, the Company Parties will consummate the Sale Transaction and Plan as soon as reasonably practicable after the Petition Date in accordance with the Bankruptcy Code and on terms consistent with this Agreement and in all respects in accordance with the Milestones. Each of the Parties shall use commercially reasonable efforts to cooperate fully and coordinate amongst each other in connection therewith. Further, each of the Parties shall take such action (including executing and delivering any other agreements) as may be reasonably necessary or as may be required by order of the Bankruptcy Court, to carry out the purpose and intent of this Agreement (including to provide any information reasonably necessary, or information requested from federal, state, or local regulators, to obtain required regulatory approvals necessary for consummation of the Sale Transaction and confirmation of the Plan).

Section 3.02 Definitive Documents.

(a) Each of the Definitive Documents and related motions and orders remain subject to negotiation and completion and shall contain terms and conditions consistent in all respects with this Agreement and the Restructuring Term Sheet. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Transactions shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement (including the exhibits and annexes hereto), as they may be modified, amended, or supplemented in accordance with Section 11.

(b) Each of the Definitive Documents shall be in form and substance acceptable to the Company and the Required Consenting Lenders; *provided* that each Definitive Document (other than any DIP Facility Documents) shall be in form and substance reasonably acceptable to the Sponsor solely to the extent such Definitive Document directly and materially affects the Sponsor, and *further provided*, that each DIP Facility Document shall not provide for materially

disproportionate adverse treatment of the claims, rights and benefits granted thereunder to (i) Sponsor's Prepetition First Out Super-Priority Claims relative to other holders of Prepetition First Out Super-Priority Claims, and (ii) Sponsor's Prepetition Second Out Super-Priority Claims relative to other holders of Prepetition Second Out Super-Priority Claims, in each case, other than as permitted by the Prepetition Super-Priority Credit Agreement and the Loan Documents (as defined in the Prepetition Super-Priority Credit Agreement).

4. **Agreements of the Consenting Lenders.**

Section 4.01 Support. Each Consenting Lender, with respect to each of its respective Consenting Claims, hereby covenants and agrees, severally and not jointly, during the Support Period to use commercially reasonable efforts to take such actions as may be reasonably necessary in furtherance of the Transactions, including:

(a) use commercially reasonable efforts to support and not object to the Plan and/or the Sale Process, including the other transactions contemplated by this Agreement, the Restructuring Term Sheet, the DIP Credit Agreement, the Sale Documents, and the other Definitive Documents, and use commercially reasonable efforts to take any reasonable action necessary or reasonably requested by the Company in a timely manner to effectuate the Plan and/or the Sale Process, including the transactions contemplated by the Restructuring Term Sheet and/or the other Definitive Documents, in a manner consistent with this Agreement;

(b) cooperate and coordinate activities (subject to the terms hereof) with the Company Parties and to use commercially reasonable efforts to support and consummate the Transactions, including, for the avoidance of doubt, consummating the Sale Transaction and the Plan on a timeline consistent with the Milestones;

(c) timely vote or cause to be voted, consistent with the Solicitation Materials, all of its Claims (or Claims under its control), including any Claims that are impaired under the Plan and not change or withdraw (or cause to be changed or withdrawn) any such vote; *provided that* each Consenting Lender may change or withdraw its vote following termination of this Agreement;

(d) if applicable, grant and not opt-out of the release of third-party claims pursuant to the Plan and Confirmation Order;

(e) not directly or indirectly (i) object to, delay, impede, or take any other action to interfere with the Chapter 11 Cases, the Sale Transaction, the DIP Facility, or acceptance, confirmation, implementation of the Plan or the Transactions, (ii) propose, support, vote for, encourage, seek, solicit, pursue, initiate, assist, join in, participate in the formulation of or enter into negotiations or discussions with any entity regarding, any Alternative Restructuring, including, for the avoidance of doubt, making or supporting any filings with the Bankruptcy Court or any regulatory agency, or making or supporting any press release, press report or comparable public statement, or filing with respect to any Alternative Restructuring, or (iii) otherwise take any action that would interfere with, delay or postpone the consummation of the Sale Transaction or the Plan, as applicable; *provided that*, the Consenting Lenders shall not be required to give any notice, order, instruction, or direction to any administrative agent, or collateral agent (as

applicable) or other such agent or trustee, if the Consenting Lenders are required to incur any out-of-pocket costs or provide any indemnity in connection therewith;

(f) (i) not direct any administrative agent or collateral agent (as applicable) to take any action inconsistent with such Consenting Lender's obligations under this Agreement, the Sale Documents, or the Plan, as applicable, and (ii) if any applicable administrative agent or collateral agent takes any action inconsistent with such Consenting Lender's obligations under this Agreement, the Sale Documents, or the Plan, as applicable, such Consenting Lender will use its commercially reasonable efforts to direct such administrative agent or collateral agent (A) to cease, desist, and refrain from taking any such action, and (B) to take such action as may be necessary to effect the Transactions; *provided that* no Consenting Lender shall be required to give any notice, order, instruction, or direction to any administrative agent, or collateral agent (as applicable) or other such agent or trustee, if the Consenting Lender is required to incur any out-of-pocket costs or provide any indemnity in connection therewith;

(g) complete, enter into, and effectuate the agreed Definitive Documents (as applicable) within the timeframes contemplated herein and the Milestones in all material respects;

(h) promptly inform, subject to its confidentiality obligations or applicable law, Latham in writing (email being sufficient) as soon as reasonably practicable after becoming aware (and in any event within three (3) Business Days after becoming so aware) of the threat or commencement of any material lawsuit, investigation, hearing or enforcement action from or by any person or entity in respect of any Company Party or any subsidiary or affiliate of a Company Party;

(i) not, directly or indirectly, seek, solicit, support, encourage, propose, assist, consent to, vote for, or enter into or participate in any discussions or any agreement with any non-Party regarding any Alternative Restructuring, and timely vote (or cause to be voted) its Claims against any Alternative Restructuring;

(j) act in good faith with regard to the Transactions consistent with this Agreement;

(k) to the extent any legal, regulatory, or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment, which additional or alternative provisions shall be reasonably acceptable to the Required Consenting Lenders and the Sponsor; provided that the recoveries and economic outcome for such Consenting Lender and other material terms of this Agreement are preserved in any such provisions;

(l) refrain from, directly or indirectly, taking any action that would be inconsistent with this Agreement in any material respect or would materially interfere with the Transactions (including encouraging another person to undertake any action prohibited by this Agreement);

(m) use commercially reasonable efforts to provide support to the Company Parties and Sponsor for the Adversary Proceedings and refrain from directly or indirectly, taking any action that would be inconsistent with supporting the Adversary Proceedings or interfere with

the Adversary Proceedings (including filing pleadings adversarial in nature to the Company Parties or Sponsor or encouraging another person to file such pleadings); and

(n) at the reasonable request of the Company Parties and the Sponsor, but solely to the extent such exercise is consistent with this Agreement or the Transactions, timely oppose, including by filing a joinder, any objections filed with the Bankruptcy Court to entry of the Cash Collateral Order, the DIP Order, the Bidding Procedures Order, the Disclosure Statement Order, the Confirmation Order, and/or the Sale Order that are also opposed by the Company Parties and the Sponsor in a timely pleading filed with the Bankruptcy Court.

Section 4.02 Additional Provisions Regarding the Consenting Lenders' Agreements. Nothing in this Agreement shall: (i) affect the ability of any Consenting Lender to consult with any other Consenting Lender, the Sponsor, the Company Parties, or any other party in interest, subject to any existing applicable confidentiality obligations; (ii) impair or waive the rights of any Consenting Lender to assert or raise any objection not prohibited under this Agreement or any Definitive Document in connection with the Sale Transaction or the Plan, as applicable, so long as doing so is not inconsistent with its obligations pursuant to Section 4.01; (iii) prevent any Consenting Lender from (A) enforcing this Agreement or any Definitive Documents, (B) contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any Definitive Documents, or (C) exercising any rights or remedies under this Agreement or any Definitive Documents, except as provided by Section 4.01; (iv) limit the rights of a Consenting Lender under the Chapter 11 Cases (if any), including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as the exercise of any such right is not inconsistent with such Consenting Lender's obligations hereunder or under applicable Law; (v) require any Consenting Lender to incur, assume, or become liable for any financial or other liability or obligation other than as expressly described in this Agreement; (vi) constitute a waiver or amendment of any term or provision of the Prepetition Super-Priority Credit Agreement, except as provided by this Agreement and the Definitive Documents; (vii) prevent any Consenting Lender from taking any customary perfection step or other action as is necessary to preserve or defend the validity, existence, and priority of its claims against or interests in the Company Party or any lien securing any such claims or interests (including the filing of proofs of claim); (viii) affect any rights or obligations of the DIP Agent (as defined in the DIP Facility Documents), in its capacity as such; or (ix) require that any Consenting Lender give any notice, order, instruction, or direction to any administrative agent or collateral agent (as applicable) or other such agent if the Consenting Lender are required to incur any unreimbursed out-of-pocket costs or provide any additional indemnity in connection therewith. For the avoidance of doubt, if there if there is ambiguity between any First Day Orders and the consultation rights set out herein, this Agreement shall control.

Section 4.03 Transfers. Each Consenting Lender agrees that during the Support Period, it shall not sell, assign, transfer, or otherwise dispose of ("***Transfer***"), directly or indirectly, any Claims, option thereon, or right or interest therein or any other Claims against or in the Company Parties (including by granting any proxies, depositing any Claims into a voting trust or entering into a voting agreement with respect to such Claims), and any purported Transfer shall be void and without effect unless the transferee thereof:

(a) is a Consenting Lender; and

(b) before such Transfer, agrees in writing for the benefit of the Parties to become, effective prior to or upon the consummation of such Transfer, a Consenting Lender for all purposes hereunder and to be bound by all of the terms of this Agreement applicable to a Consenting Lender (including with respect to any and all Claims it already may hold before such Transfer) by executing a joinder agreement in the form attached hereto as Exhibit C (a "***Joinder Agreement***") and delivering an executed copy of such Joinder Agreement to Latham, Debevoise, and Gibson, as promptly as practicable, but in no event later than three (3) Business Days following, consummation of such Transfer.

Each Consenting Lender agrees that any Transfer of any Claim that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and each other Party shall have the right to enforce the voiding of such Transfer.

(c) Notwithstanding anything to the contrary in this Agreement, a Consenting Lender may Transfer Claims to an entity that is acting in its capacity as a Qualified Marketmaker (as defined below) without the requirement that the Qualified Marketmaker be or become an entity identified that meets the requirements of Section 4.03(a) and (b) hereof (a transferee that meets such requirements, a "***Permitted Transferee***"); *provided* that (i) any such Qualified Marketmaker may only subsequently Transfer the right, title or interest to such Claims to a transferee that is or becomes a Permitted Transferee at the time of such Transfer, (ii) such transferor shall be solely responsible for the Qualified Marketmaker's failure to comply with the requirements of this Section 4.03, (iii) subject to Section 4.03(d), such Qualified Marketmaker must subsequently Transfer the right, title or interest to such Claims within five (5) Business Days of its acquisition to a transferee described in the foregoing clause (i) that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor of such Qualified Marketmaker or sign a Qualified Marketmaker Joinder (as defined below) on or before the Qualified Marketmaker Joinder Date (as defined below), and (iv) the Transfer documentation between such Consenting Lender and such Qualified Marketmaker shall contain a covenant providing for the requirement in the preceding clause (i); *provided*, *further*, that if a Consenting Lender is acting in its capacity as a Qualified Marketmaker, it may Transfer any Claims that it acquires that are not Consenting Claims (*i.e.*, received by such Qualified Marketmaker from a holder that is not a Consenting Lender) without such Transfer being subject to this Section 4.03.

(d) If at the time of a proposed Transfer of any Claims to a Qualified Marketmaker, such Claims: (i) may be voted or consent solicited with respect to the Transactions, then the proposed transferor must first vote or consent such Claims in accordance with Section 4.01, or (ii) have not yet been and may yet be voted or yet have their consent solicited with respect to the Plan and/or the Transactions and such Qualified Marketmaker does not Transfer such Claims to a Permitted Transferee before the third Business Day before the expiration of an applicable voting or consent deadline (such date, the "***Qualified Marketmaker Joinder Date***"), such Qualified Marketmaker shall be required to (and the Transfer documentation to the Qualified Marketmaker shall have provided it shall), on the first Business Day immediately after the Qualified Marketmaker Joinder Date, become a Consenting Lender with respect to such Claims in accordance with the terms hereof (such signed Joinder, the "***Qualified Marketmaker Joinder***"); *provided*, *further*, that the Qualified Marketmaker shall automatically, and without further notice

or action, no longer be a Consenting Lender with respect to such Claim or Interest at such time as such Claim or Interest has been Transferred by such Qualified Marketmaker to a transferee that is a Permitted Transferee in accordance with this Agreement.

For these purposes, "***Qualified Marketmaker***" means an entity that (i) holds itself out to the market as standing ready in the ordinary course of business to purchase from and sell to customers Consenting Claims (including debt securities or other debt), or enter with customers into long and/or short positions in Consenting Claims (including debt securities or other debt), in its capacity as a dealer or market maker in such Consenting Claims (including debt securities or other debt) and (ii) is in fact regularly in the business of making a market in claims, interest, or securities of issuers or borrowers.

Section 4.04 Additional Claims. To the extent any Consenting Lender (a) acquires additional Claims entitled to vote on the Plan; or (b) Transfers any Claims, then, in each case, each such Consenting Lender shall promptly notify Latham, Debevoise, and Gibson, and each such Consenting Lender hereby agrees that such additional Claims shall be subject to this Agreement, and that, for the duration of the Support Period, it shall vote (or cause to be voted) any such additional Claims entitled to vote on the Sale Transaction (as to any direction) or Plan (to the extent still held by it or on its behalf at the time of such vote), in a manner consistent with Section 4.01 hereof.

Section 4.05 Additional Disclosures. Upon written request (including by electronic mail) by the Company or Latham, the Ad Hoc Group Advisors shall promptly identify, in writing, to the Company and Latham the nature and aggregate amount of the "disclosable economic interest" (as that term is defined by Rule 2019 of the Federal Rules of Bankruptcy Procedure) held in relation to the Company by all entities represented by the Ad Hoc Group Advisors as of the date of such request.

5. **Agreements of the Company Parties.**

The Company Parties agree during the Support Period to use commercially reasonable efforts to take such actions as may be reasonably necessary in furtherance of the Transactions, including:

(a) use commercially reasonable efforts to support and not object to the Plan and/or the Sale Process, including the other transactions contemplated by this Agreement, the Restructuring Term Sheet, the DIP Credit Agreement, the Sale Documents, and the other Definitive Documents, and use commercially reasonable efforts to take any reasonable action necessary or reasonably requested by the Consenting Lenders in a timely manner and in a manner consistent with this Agreement and the Milestones in all material respects to effectuate the Plan and/or the Sale Process, including the transactions contemplated by the Restructuring Term Sheet and/or the other Definitive Documents;

(b) pursue, consummate, and implement the Sale Transaction on the terms and in accordance with the Milestones in all material respects, including by negotiating the Definitive Documents in good faith and by obtaining the necessary Bankruptcy Court approvals of the Definitive Documents to consummate the Sale Transaction;

(c) to (i) act in good faith and support and successfully complete the Sale Transaction and solicitation of the Plan and the other Transactions; (ii) use commercially reasonable efforts to pursue any necessary federal, state, and local regulatory approvals to enable confirmation of the Plan, including approvals from any regulatory body whose approval or consent is determined by the Company Parties to be necessary to consummate the Transactions, and (iii) do all things reasonably necessary and appropriate in furtherance of the Sale Transaction, confirming the Plan, and consummating the other Transactions in accordance with and within the time frames contemplated by this Agreement, the Sale Transaction, and the Plan, as applicable, in all material respects;

(d) complete, enter into, and effectuate the agreed Definitive Documents (as applicable) within the timeframes contemplated herein and the Milestones in all material respects;

(e) provide draft copies of all material motions or applications, the Sale Documents, the Plan, the Disclosure Statement, any proposed amended version of the Plan, or Disclosure Statement, all first day pleadings, and all other material pleadings that the Company Parties intend to file with the Bankruptcy Court to Gibson and OMM, if practicable, at least three (3) Business Days before the date of filing of any such pleading or other document (and, if not practicable, as soon as practicable before filing), and to the extent reasonably practicable, provide updates to Gibson with respect to any material development in connection with any Company Party, including businesses, operations (including material changes to the cash management system, employee benefit programs, and insurance programs), and material expenditures (including any payments on account of pension withdrawal liabilities or increased funding obligations of non-Debtor affiliates to the extent not provided for in the Approved Budget (as defined in the DIP Order and/or the Cash Collateral Order)), and relationships with material third parties (including, without limitation, vendors, and customers);

(f) except as otherwise expressly set forth in this Agreement, use commercially reasonable efforts to operate its businesses and operations in the ordinary course in a manner that is consistent with its past practices and this Agreement in all material respects, use commercially reasonable efforts to preserve intact the Company Parties' business organization and material relationships with third parties (including material suppliers, material distributors, material customers, and governmental and regulatory authorities and key employees) and maintain in effect all of its material foreign, federal, state, and local licenses, permits, consents, franchises, approvals, and authorizations required to operate its business, in each case, consistent with this Agreement and the Transactions in all material respects, and to the extent reasonably practicable and permitted by applicable law, provide updates to Gibson with respect to any material development in connection with any Company Party, including businesses, operations (including material changes to the cash management system, employee benefit programs, and insurance programs), material expenditures (including any payments on account of pension withdrawal liabilities or increased funding obligations of any non-debtor affiliates to the extent not provided for in the Approved Budget (as defined in the DIP Order and/or the Cash Collateral Order), and relationships with material third parties (including, without limitation, vendors, and customers);

(g) promptly inform, subject to its confidentiality obligations or applicable law, Gibson in writing (email sent by Latham being sufficient) as soon as reasonably practicable after becoming aware (and in any event within three (3) Business Days after becoming so aware) of

the threat or commencement of any material lawsuit, investigation, hearing or enforcement action from or by any person or entity in respect of any Company Party or any subsidiary or affiliate of a Company Party;

(h) from the Support Effective Date through and including the Effective Date, promptly pay (but in any event, within three (3) Business Days) in full and in cash all Restructuring Fees and Expenses when properly incurred and invoiced in accordance with the relevant engagement letters, fee arrangements, Cash Collateral Order and/or DIP Order, and continue to pay such amounts as they come due, and otherwise in accordance with the applicable engagement letters, and/or fee arrangements of the Ad Hoc Group Advisors, the Sponsor Advisors, the Cash Collateral Order, and/or DIP Order (and not terminate such engagement letters and/or fee arrangements or seek to reject them in the Chapter 11 Cases), and unless the Bankruptcy Court orders otherwise, without further order of, or application to, the Bankruptcy Court by such professional or advisor or the Company Parties; *provided* that (x) all accrued and unpaid Restructuring Fees and Expenses as of the Effective Date including any reasonable estimate of such Restructuring Fees and Expenses, shall be paid by the Company on the Effective Date; and (y) in the event a Termination Date (as defined herein) occurs with respect to the Company Parties, the Company Parties shall remain obligated to pay all Restructuring Fees and Expenses accrued and unpaid as of and up to such Termination Date.

(i) not to directly or indirectly (i) take any action that would be inconsistent with this Agreement, the Sale Documents, or the Plan as applicable, in any material respect or would materially interfere with the Transactions (including encouraging another person to undertake any action prohibited by this Agreement), (ii) propose, solicit, file, support, seek, pursue, or vote for any Alternative Restructuring; *provided* that the foregoing does not affect the Company Parties' right to exercise the Fiduciary Out, or (iii) otherwise take any action that would reasonably be expected to materially interfere with, materially delay, or materially postpone the consummation of the Transactions;

(j) if the Company Parties receive an unsolicited proposal or expression of interest with respect to an Alternative Restructuring, within twenty-four hours of the receipt of such proposal or expression of interest, notify the Ad Hoc Group Advisors and the Sponsor Advisors of the receipt thereof, with such notice to include the material terms thereof in accordance with any applicable confidentiality obligations of the Company Parties; *provided* that any applicable confidentiality obligations shall apply solely as to the inclusion of the material terms in the notice, and not as to the notification obligation itself;

(k) prosecute the Adversary Proceedings and refrain from directly or indirectly, taking any action that would be inconsistent with prosecuting the Adversary Proceedings or interfere with the Adversary Proceedings, and take all actions as may be reasonably requested by the Required Consenting Lenders and the Sponsor in connection therewith;

(l) at the reasonable request of the Required Consenting Lenders and the Sponsor, but solely to the extent such exercise is consistent with this Agreement or the Restructuring, timely oppose, including by filing a joinder, any objections filed with the Bankruptcy Court to entry of the Cash Collateral Order, the DIP Order, the Bidding Procedures Order, the Disclosure Statement Order, the Confirmation Order, and/or the Sale Order that are also

opposed by the Required Consenting Lenders and the Sponsor in a timely pleading filed with the Bankruptcy Court;

(m) act in good faith with regard to the Transactions consistent with this Agreement in all material respects; and

(n) to the extent any legal or structural impediment arises that would prevent, hinder or delay the consummation of the Plan and/or the Sale Process, negotiate with the Consenting Lenders in good faith to provide appropriate additional or alternative provisions to address any such impediment, which additional or alternative provisions shall be reasonably acceptable to the Required Consenting Lenders.

6. **Agreements of the Sponsor**

The Sponsor covenants and agrees, severally and not jointly, during the Support Period to use commercially reasonable efforts to take such actions as may be reasonably necessary in furtherance of the Transactions, including:

(a) (i) act in good faith and use commercially reasonable efforts to support and not object to the Sale Transaction, the Plan, and the Transactions, (ii) use commercially reasonable efforts to pursue any necessary federal, state, and local regulatory approvals to enable approval of the Sale Transaction and confirmation of the Plan including approvals from any regulatory body whose approval or consent is determined by the Company Parties to be necessary to consummate the Transactions, and (iii) do all things reasonably necessary and appropriate in furtherance of consummating the Transactions in accordance with and within the time frames contemplated by this Agreement, the Milestones, the Sale Documents, and the Plan as applicable, all material respects;

(b) cooperate and coordinate activities (subject to the terms hereof) with the Company Parties and Consenting Lenders and to use commercially reasonable efforts to support and consummate the Transactions, including, for the avoidance of doubt, consummating the Sale Transaction and the Plan on a timeline consistent with the Milestones;

(c) complete, enter into, and effectuate the agreed Definitive Documents (as applicable) within the timeframes contemplated therein in all material respects;

(d) timely vote or cause to be voted, consistent with the Solicitation Materials, all of its Claims (or Claims under its control), including any Claims that are impaired under the Plan and not change or withdraw (or cause to be changed or withdrawn) any such vote; *provided that* the Sponsor may change or withdraw its vote following termination of this Agreement;

(e) if applicable, grant and not opt-out of the release of third-party claims pursuant to the Plan and the Confirmation Order;

(f) refrain from, directly or indirectly, taking any action that would be inconsistent with this Agreement in any material respect or would materially interfere with the Transactions (including encouraging another person to undertake any action prohibited by this Agreement);

(g) act in good faith with regard to the Transactions consistent with this Agreement;

(h) promptly inform, subject to its confidentiality obligations or applicable law, Gibson in writing (email being sufficient) as soon as reasonably practicable after becoming aware (and in any event within three (3) Business Days after becoming so aware) of the threat or commencement of any material lawsuit, investigation, hearing or enforcement action from or by any person or entity in respect of any Company Party or any subsidiary or affiliate of a Company Party;

(i) not, directly or indirectly, seek, solicit, support, encourage, propose, assist, consent to, vote for, or enter into or participate in any discussions or any agreement with any non-Party regarding any Alternative Restructuring, and timely vote (or cause to be voted) its Claims against any Alternative Restructuring;

(j) use commercially reasonable efforts to provide support for the Adversary Proceedings and refrain from directly or indirectly, taking any action that would be inconsistent with supporting the Adversary Proceedings or interfere with the Adversary Proceedings (including filing pleadings adversarial in nature to the parties adverse to the Company Parties and encouraging another person to file such pleadings);

(k) at the reasonable request of the Required Consenting Lenders and the Company, timely oppose, including by filing a joinder, any objections filed with the Bankruptcy Court to entry of the DIP Order, the Bidding Procedures Order, the Disclosure Statement Order, the Confirmation Order, and/or the Sale Order that are also opposed by the Company and the Required Consenting Lenders in a timely pleading filed with the Bankruptcy Court; and

(l) not directly or indirectly (i) object to, delay, impede, or take any other action to interfere with the Chapter 11 Cases, the Sale Transaction, the DIP Facility, or acceptance, confirmation, or implementation of the Plan, the Sale Transaction or the Transactions, (ii) propose, support, vote for, encourage, seek, solicit, pursue, initiate, assist, join in, participate in the formulation of or enter into negotiations or discussions with any entity regarding, any Alternative Restructuring, *provided* that the forgoing does not affect the Company Parties' right to exercise the Fiduciary Out, including, for the avoidance of doubt, making or supporting any filings with the Bankruptcy Court or any regulatory agency, or making or supporting any press release, press report or comparable public statement, or filing with respect to any Alternative Restructuring, or (iii) otherwise take any action that would interfere with, delay or postpone the consummation of the Transactions.

7. Termination of Agreement.

Section 7.01 Generally. This Agreement will automatically terminate upon (i) the Effective Date (as to all Parties) or (ii) three (3) Business Days following the receipt of written notice, delivered in accordance with Section 0 hereof, from (a) the Required Consenting Lenders (which, for the avoidance of doubt, may be delivered by e-mail by Gibson on behalf of any or all entities constituting the Consenting Lenders) to the other Parties at any time after the occurrence of any Consenting Lender Termination Event, (b) the Company Parties (which for the

avoidance of doubt, may be delivered by e-mail by Latham on behalf of any or all entities constituting the Company Parties) to the other Parties at any time after the occurrence of any Company Termination Event, or (c) the Sponsor (which for the avoidance of doubt, may be delivered by e-mail by Debevoise on behalf of the Sponsor) to the other Parties at any time after the occurrence of any Sponsor Termination Event. No Party may terminate this Agreement based on a Consenting Lender Termination Event, Company Termination Event, or Sponsor Termination Event, as applicable, caused by such Party's failure to perform or comply in all material respects with the terms and conditions of this Agreement (unless such failure to perform or comply arises as a result of another Party's prior failure to perform or comply in all material respects with the terms and conditions of this Agreement).

Each of the dates and time periods in this Section 7 may be extended by mutual agreement (which may be evidenced by e-mail confirmation, including from respective counsel) among the Company Parties and the Required Consenting Lenders.

Section 7.02 A "***Consenting Lender Termination Event***" will mean any of the following:

(a) failure to meet a Milestone which has not been cured (if curable) within three (3) Business Days of the applicable Milestone;

(b) if, during the pendency of the Chapter 11 Cases, any court of competent jurisdiction issues a ruling that the Ad Hoc Group does not hold more than 50% of Claims comprising the total Prepetition First Out Super-Priority Claims and Prepetition Second Out Super-Priority Claims, or no longer constitutes "Required Lenders" under the Prepetition Super-Priority Credit Agreement;

(c) the Company withdraws or modifies the Bidding Procedures, any Sale Document, the Plan, or the Disclosure Statement or files any motion or pleading with the Bankruptcy Court that is in any material respect inconsistent with this Agreement, the Bidding Procedures, the Sale Documents, the Plan, or the Disclosure Statement, as applicable, and such withdrawal, modification, motion, or pleading has not been revoked before the earlier of (i) two (2) Business Days after the Company Parties receives written notice from the Required Consenting Lenders that such withdrawal, modification, motion, or pleading is materially inconsistent with this Agreement, the Sale Documents, or the Plan, as applicable, and (ii) entry of an order of the Bankruptcy Court approving such withdrawal, modification, motion, or pleading;

(d) the material breach by the Company of any of the representations, warranties, covenants, or other obligations of the Company set forth in this Agreement that materially and adversely affect, directly or indirectly, the Consenting Lenders, which breach has not been cured (if curable) within three (3) Business Days of written notice from the Required Consenting Lenders;

(e) (i) entry of a Scheduling Order, Cash Collateral Order and/or a DIP Order that is not acceptable to the Required Consenting Lenders, (ii) the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required

Consenting Lenders), vacating or modifying the Scheduling Order, Cash Collateral Order and/or DIP Order;

(f) a Company Party files or directly or indirectly supports another party in filing any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any Consenting Claims, the Prepetition Super-Priority Credit Agreement, or the prepetition liens securing the Consenting Claims;

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

(h) a Company Party fails to maintain their good standing under the laws of the state or other jurisdiction in which they are incorporated or organized, except to the extent that any failure to maintain such Company Party's good standing arises solely from the filing of the Chapter 11 Cases or is otherwise consented to by the Required Consenting Lenders;

(i) the Company enters into any settlement in connection with or related to the Invesco Adversary Proceeding or the Non-Participating Lender Adversary Proceeding without the consent of the Required Consenting Lenders;

(j) the Bankruptcy Court enters an order denying the Sale Transaction or confirmation of the Plan or, in each case, disallowing any material provision thereof (without the consent of the Required Consenting Lenders) and such order remains in effect for seven (7) calendar days after entry of such order;

(k) the Company proposes or supports an Alternative Restructuring pursuant to a pleading filed in the Bankruptcy Court or publicly announces its intention to pursue an Alternative Restructuring, which proposal, support, or announcement has not been withdrawn after three (3) Business Days' written notice from the Required Consenting Lenders;

(l) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final ruling, judgment or non-appealable order enjoining the consummation of or rendering illegal the Transactions, and such ruling, judgment or order has not been reversed or vacated by the later of (i) the entry of the Confirmation Order and (ii) fifteen (15) Business Days after such issuance the Company Parties provides written notice to the other Parties that such final ruling, judgment, or non-appealable order is materially inconsistent with this Agreement, unless in each case such ruling, judgment or order arises primarily from the actions of a Consenting Lender or from the failure of a Consenting Lender to comply with its obligation hereunder;

(m) the Bankruptcy Court or a court of competent jurisdiction enters an order (i) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing one or more of the Chapter 11 Cases, (iii) rejecting this Agreement, or (iv) appointing a trustee for the Chapter 11 Cases, which order in each case has not been reversed, stayed, or vacated by the later of (a) the Confirmation Date and (b) three (3) Business Days after the Required Consenting Lenders provide written notice to the other Parties that such order is

materially inconsistent with this Agreement; *provided* that the foregoing does not affect the Company Parties' right to exercise the Fiduciary Out;

(n) the Bankruptcy Court or a court of competent jurisdiction enters a final order, judgment, ruling, finding or other determination denying, dismissing, or otherwise adverse to the relief sought in the Adversary Proceedings; or

(o) failure of the Company Parties to pay the Restructuring Fees and Expenses contemplated by clause (ii) of the definition thereof, as and when required, which failure has not been cured within three (3) Business Days of written notice from the applicable payee thereof.

Section 7.03 A "***Company Termination Event***" will mean any of the following:

(a) the Consenting Lenders entitled to vote on the Plan have failed to timely vote their Claims in favor of the Plan, or at any time change their votes to constitute rejections to the Plan, in either case in a manner inconsistent with this Agreement; *provided* that this termination event will not apply if sufficient Consenting Lenders have timely voted (and not withdrawn) their Claims to accept the Plan in amounts necessary for each applicable impaired class under the Plan to "accept" the Plan consistent with section 1126 of the Bankruptcy Code;

(b) if, during the pendency of the Chapter 11 Cases, the Ad Hoc Group no longer constitutes "Required Lenders" under the Prepetition Super-Priority Credit Agreement;

(c) if, as of the time of entry of the Cash Collateral Order, the Support Effective Date has not occurred;

(d) if the Required Consenting Lenders give notice of termination of this Agreement pursuant to this Section 7;

(e) one or more of the Consenting Lenders file or support any Alternative Restructuring, modification, motion, or pleading with the Bankruptcy Court that is materially inconsistent with this Agreement, the Sale Documents, or the Plan, as applicable, and such Alternative Restructuring, modification, motion, or pleading has not been revoked before the earlier of (i) three (3) Business Days after the filing or supporting party receives written notice from the Company or Latham that such Alternative Restructuring, modification, motion, or pleading is inconsistent with this Agreement, the Sale Documents, or the Plan, as applicable, and (ii) entry of an order of the Bankruptcy Court approving such Alternative Restructuring, modification, motion, or pleading;

(f) the material breach by one or more of the Consenting Lenders of any of the representations, warranties, covenants, or other obligations of the Company set forth in this Agreement, including, for the avoidance of doubt, any breach would result in non-breaching Consenting Lenders holding less than (x) 66.67% of the aggregate outstanding principal amount if the Company pursues a chapter 11 plan of reorganization or (y) 50% of the aggregate outstanding principal amount of First Out Super-Priority Obligations and Second Out Super-Priority Obligations if the Company pursues a Sale Transaction, and such breach has not been cured (if curable) within three (3) Business Days of written notice from the Company Parties;

(g) the board of directors, board of managers, or such similar governing body of any Company Party determines in good faith after consultation with outside counsel that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under any applicable law (the "***Fiduciary Out***"); or

(h) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining the consummation of or rendering illegal the Transactions, and such ruling, judgment or order has not been reversed or vacated by the later of (i) the entry of the Sale Order and (ii) thirty (30) Business Days after the Company provides written notice to the other Parties that such ruling, judgment, or order is materially inconsistent with this Agreement.

Section 7.04 A "***Sponsor Termination Event***" will mean any of the following; *provided*, *however*, that a Sponsor Termination Event shall only be effective to terminate this Agreement as to the Sponsor:

(a) the Company withdraws or modifies in any manner that directly and materially affects the Sponsor, the Bidding Procedures, any Sale Document, the Plan, or the Disclosure Statement or files any motion or pleading with the Bankruptcy Court that is in any material respect inconsistent with this Agreement, the Bidding Procedures, the Sale Documents, the Plan, or the Disclosure Statement, as applicable, and such withdrawal, modification, motion, or pleading has not been revoked before the earlier of (i) two (2) Business Days after the Company Parties receive written notice from the Sponsor that such withdrawal, modification, motion, or pleading is materially inconsistent with this Agreement, the Sale Documents, or the Plan, as applicable, and (ii) entry of an order of the Bankruptcy Court approving such withdrawal, modification, motion, or pleading;

(b) the material breach by the Company of any of the representations, warranties, covenants, or other obligations of the Company that directly and materially affects the Sponsor, as set forth in this Agreement, which breach has not been cured (if curable) within five (5) Business Days of written notice from the Sponsor;

(c) entry of a Scheduling Order that is in any material respect inconsistent with this Agreement, the Bidding Procedures, the Sale Documents, the Plan, or the Disclosure Statement, as applicable, in a manner that directly and materially affects the Sponsor;

(d) a Company Party or any Consenting Lender files or directly or indirectly supports another party in filing any motion, application, or adversary proceeding challenging, as to the Sponsor, the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any Consenting Claims, the Prepetition Superpriority Credit Agreement, or the prepetition liens securing the Consenting Claims;

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

(f) the Company enters into any settlement as to the Sponsor in connection with or related to the Invesco Adversary Proceeding or the Non-Participating Lender Adversary Proceeding without the consent of the Sponsor;

(g) the Bankruptcy Court enters an order denying the Sale Transaction or confirmation of the Plan or, in each case, disallowing any material provision thereof (without the consent of the Sponsor) and such order remains in effect for seven (7) calendar days after entry of such order;

(h) the Bankruptcy Court enters an order denying the Sale Transaction or confirmation of the Plan or, in each case, disallowing any material provision thereof (without the consent of the Sponsor) and such order remains in effect for seven (7) calendar days after entry of such order;

(i) the Company or any Consenting Lender proposes or supports an Alternative Restructuring pursuant to a pleading filed in the Bankruptcy Court or publicly announces its intention to pursue an Alternative Restructuring, which proposal, support, or announcement has not been withdrawn after three (3) Business Days' written notice from the Sponsor;

(j) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final ruling, judgment or non-appealable order enjoining the consummation of or rendering illegal the Transactions, and such ruling, judgment or order has not been reversed or vacated by the later of (i) the entry of the Confirmation Order and (ii) fifteen (15) Business Days after the Sponsor provides written notice to the other Parties that such final ruling, judgment, or non-appealable order is materially inconsistent with this Agreement;

(k) the Bankruptcy Court or a court of competent jurisdiction enters an order (i) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing one or more of the Chapter 11 Cases, (iii) rejecting this Agreement, or (iv) appointing a trustee for the Chapter 11 Cases, which order in each case has not been reversed, stayed, or vacated by the later of (a) the Confirmation Date and (b) three (3) Business Days after the Sponsor provides written notice to the other Parties that such order is materially inconsistent with this Agreement; *provided* that the foregoing does not affect the Company Parties' right to exercise the Fiduciary Out;

(l) the Bankruptcy Court or a court of competent jurisdiction enters a final order, judgment, ruling, finding or other determination denying, dismissing, or otherwise adverse to the relief sought in the Adversary Proceedings; or

(m) failure of the Company Parties to pay the Restructuring Fees and Expenses contemplated by clause (i) of the definition thereof, as and when required, which failure has not been cured within three (3) Business Days of written notice from the applicable payee thereof.

Section 7.05 Mutual Termination. This Agreement may be terminated by mutual written agreement of the Company, the Required Consenting Lenders, and the Sponsor. The Company will deliver written notice of any such termination to all Parties in accordance with Section 0 hereof.

Section 7.06 Effect of Termination. Upon the termination of this Agreement in accordance this Section 7, this Agreement will be void and of no further force or effect and each Party will, except as provided in this Section 7.06 and in Section 15, be immediately released from

its liabilities, obligations, commitments, undertakings and agreements under or related to this Agreement and will have all the rights and remedies that it would have had and will be entitled to take all actions, whether with respect to the Plan, the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law, the Super-Priority Obligations, and any ancillary documents or agreements thereto; *provided* that in no event will any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder before the date of such termination; and *provided further*, that notwithstanding anything to the contrary herein, the right to terminate this Agreement under this Section 7 shall not be available to any Party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the occurrence of the applicable Termination Event.

Section 7.07 No Waiver. If the Transactions are not consummated, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, and the Parties expressly reserve any and all of their respective rights as if the Parties had not entered this Agreement. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the Agreement's terms.

8. **Additional Documents.**

Each Party hereby covenants and agrees to cooperate with each other in good faith in connection with, and will exercise commercially reasonable efforts with respect to, the negotiation, drafting and execution and delivery of the Definitive Documents. In the case of any conflict or inconsistency between the Plan and any form of or term sheet for a Definitive Document attached as an exhibit hereto, the terms of the Plan shall control. In the case of any conflict or inconsistency between the Sale Order and the Plan or any other Definitive Document, the Sale Order shall control.

9. **Representations and Warranties.**

Section 9.01 Each Party, severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or such later date that such Party first becomes bound by this Agreement) and solely with respect to the Company, subject to any limitations or approvals arising from or required by the commencement of the Chapter 11 Cases:

(a) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

(b) the execution, delivery and performance by such Party of this Agreement does not and will not (i) violate (x) in any material respect any provision of law, rule or regulation

applicable to it or (y) its charter or bylaws (or other similar governing documents) or (ii) in the case of the Consenting Lenders, conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party;

(c) the execution, delivery and performance by such Party of this Agreement does not and will not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or governmental authority or regulatory body, except such filings that may be necessary in connection with the Chapter 11 Cases and such filings as may be necessary or required for disclosure any applicable regulatory body whose approval or consent is determined by the Company Parties to be necessary to consummate the Transactions; and

(d) this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of a court.

Section 9.02 Each Consenting Lender severally (and not jointly), represents and warrants to the other Parties that as of the date hereof (or such later date that such Party first becomes bound by this Agreement), such Consenting Lender:

(a) is not a Qualified Marketmaker with respect to the Super-Priority Obligations set forth below its name on the signature page to this Agreement;

(b) does not own or control any other "claims", "equity security" or "security" in respect of the Company Parties (including as such terms are defined in section 101 of the Bankruptcy Code) other than as set forth below its name on the signature page to this Agreement;

(c) other than related to the Sale Transaction, is not a party to any other agreement, arrangement, or understanding with respect to the subject matter hereof with another Consenting Lender;

(d) (i) is the beneficial owner (including with respect to any Super-Priority Obligations subject to an agreed assignment where such assignment is not reflected in the Register (as defined in the Prepetition Super-Priority Credit Agreement)) of the Super-Priority Obligations set forth below its name on the applicable signature page of this Agreement or (ii) has, with respect to such beneficial ownership of such Super-Priority Obligations, (A) investment or voting discretion with respect to such Super-Priority Obligations, (B) full power and authority to vote on and consent to matters concerning such Super-Priority Obligations, and (C) full power and authority to bind or act on the behalf of, such beneficial owners.

10. **Disclosure; Publicity.**

The Company shall deliver drafts to the Ad Hoc Group Advisors and Sponsor of any press releases that constitute disclosure of the existence of the existence or terms of this Agreement or any amendment to the terms of this Agreement to the general public (each, a "***Public Disclosure***") at least two (2) Business Days before making any such disclosure (if practicable, and if two (2) Business Days before is not practicable, then as soon as practicable), and Ad Hoc Group Advisors

and Sponsor shall be authorized to share such Public Disclosure with its clients. Any such disclosure shall be acceptable to the Required Consenting Lenders and Sponsor. Except as required by law or otherwise permitted under the terms of any other agreement between the Company and any Consenting Lender, no Party or its advisors will disclose to any person (including, for the avoidance of doubt, any other Consenting Lender), other than to the relevant Company Advisors, the principal amount of percentage of any Super-Priority Obligations, or any other securities of the Company Parties held by any Consenting Lender without such Consenting Lender's prior written consent (e-mail from Gibson to be sufficient); *provided* that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, to the extent permitted by applicable law, the disclosing Party will to the extent reasonably practical afford the relevant Consenting Lender a reasonable opportunity to review and comment in advance of such disclosure and will take all reasonable measures to limit such disclosure and (ii) the foregoing will not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Super-Priority Obligations held by all the Consenting Lenders collectively. Notwithstanding the provisions in this Section 10, if consented to in writing by a Consenting Lender (email from Gibson to suffice), any Party hereto may disclose such Consenting Lender's individual holdings. Notwithstanding anything to the contrary herein, Sponsor and the Company Parties shall be entitled to disclose any such information to their respective employees, direct or indirect equity owners, partners, prospective partners, investors, prospective investors and professional advisors who have a need to know such information or to whom there is an obligation to disclose such information and who agree to keep such information confidential or are otherwise bound by an obligation of confidentiality.

11. **Amendments and Waivers.**

Except as otherwise expressly set forth herein, the provisions of this Agreement, including the exhibits hereto, may not be waived, modified, amended or supplemented except in a writing signed by (a) the Company Parties, (b) the Required Consenting Lenders, (c) the Sponsor, to the extent such waiver, modification, amendment, or supplement, including as to any exhibit hereto, has a direct and material effect on the Sponsor, (d) to the extent any such waiver, modification, amendment, or supplement, including as to any exhibit hereto, would directly, materially, and adversely affect any individual Consenting Lender, each Consenting Lender, and (e) to the extent any such waiver, modification, amendment, or supplement, including as to any exhibit hereto, would directly, materially, and adversely affect any Consenting Equity Holder, each such Consenting Equity Holder (it being understood that any modification or amendment to (i) the treatment of any such Consenting Equity Holder or (ii) the release in favor of any such Consenting Equity Holder, in each case, under the Plan shall be deemed to materially and adversely affect such Consenting Equity Holder).

The definition of Required Consenting Lenders in this Agreement and this Section shall not be waived, modified, amended, or supplemented, except in a writing signed by the Company Parties and all non-defaulting Consenting Lenders.

12. **Effectiveness.**

This Agreement will become effective and binding (i) as to the Company and Initial Consenting Lenders and the Sponsor, on the Support Effective Date and after all outstanding

Restructuring Fees and Expenses properly incurred and invoiced in accordance with the relevant engagement letters and fee arrangements shall be paid in full and in cash by the Company; (ii) as to any Consenting Lender that enters into a Joinder Agreement on or following the Support Effective Date, upon delivery to the Company of such validly completed Joinder Agreement; and (iii) as to any Permitted Transferee, upon delivery of a validly completed Joinder Agreement; *provided* that signature pages executed by Consenting Lenders will be delivered to (a) the Company, other Consenting Lenders, Gibson, and Debevoise in a redacted form that removes such Consenting Lender's holdings of the Super-Priority Obligations and (b) the Company Advisors in an unredacted form (to be held on a professionals' eyes only basis).

13. **GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.**

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, MAY BE BROUGHT IN ANY FEDERAL OR STATE COURT IN NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RESTRUCTURING CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING, DURING THE PENDENCY OF THE CHAPTER 11 CASES, ALL PROCEEDINGS CONTEMPLATED BY THIS SECTION 13 SHALL BE BROUGHT IN THE BANKRUPTCY COURT.

14. **Remedies/Specific Performance.**

All remedies that are available at law or in equity, including specific performance and injunctive or other equitable relief, to any Party for a breach of this Agreement by another Party shall be available to the non-breaching Party (and for the avoidance of doubt, it is agreed by the other Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach); *provided* that in connection with any remedy for specific performance, injunctive or other equitable relief asserted in connection with this Agreement, each Party agrees to waive the requirement for the securing or posting of a bond in connection with any remedy and to waive the necessity of proving the inadequacy of money damages. All rights, powers, and remedies provided under this Agreement or otherwise available at law or in equity will be cumulative and not alternative, and the exercise

of any remedy, power, or remedy by any Party will not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party or any other Person.

15. **Survival.**

Notwithstanding the termination of this Agreement pursuant to Section 7 hereof, Section 7.07, 13, 14, 15, 16, 17, 18, 19, 20, 0, 23, 24, 25 and 26 (and, to the extent applicable to the interpretation of such surviving sections, Section 1) will survive such termination and will continue in full force and effect for the benefit of the Parties in accordance with the terms hereof.

16. **Headings.**

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and will not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

17. **Successors and Assigns; Severability; Several Obligations.**

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns. The rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other Person except as expressly permitted herein. If any provision of this Agreement, or the application of any such provision to any person or circumstance, will be held invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. The agreements, representations and obligations of the Parties are, in all respects, ratable and several and neither joint nor joint and several.

18. **No Third-Party Beneficiaries.**

Unless expressly stated or referred to herein, this Agreement will be solely for the benefit of the Parties and no other person or entity will be a third-party beneficiary hereof.

19. **Prior Negotiations; Entire Agreement.**

This Agreement, including the exhibits and schedules hereto, constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof, except that the Parties acknowledge that any confidentiality agreements or agreements with respect to shared or common interest heretofore executed between the Company and any Consenting Lender (or the Ad Hoc Group Advisors or Sponsor Advisors) will continue in full force and effect in accordance with the terms thereof.

20. **Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same agreement. Execution copies of this Agreement may be executed via PDF or other electronic means and may be delivered by electronic mail, which will be deemed to be an original for the purposes of this Section 20.

21. **Interpretation.**

Except as otherwise expressly provided in this Agreement, the term "including" shall mean "including, without limitation," and the words "include" and "includes" shall have corresponding meanings.

22. **Notices.**

All notices hereunder will be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses and electronic mail addresses:

(1) If to the Company Parties, to:

Robertshaw US Holding Corp
1222 Hamilton Parkway
Itasca, IL 60143
Attention: Aaron Rachelson, Vice President & General Counsel
(aaron.rachelson@robertshaw.com)

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

Latham & Watkins LLP
1271 Ave of the Americas
New York, New York 10020
Attention: George A. Davis (George.Davis@lw.com)
George Klidonas (George.Klidonas@lw.com)
Adam S. Ravin (Adam.Ravin@lw.com)
Misha Ross (Misha.Ross@lw.com)

(2) If to the Consenting Lenders, to the addresses or electronic mail addresses set forth below the Consenting Lender's signature, with a copy (which will not constitute notice) to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: Scott Greenberg (sgreenberg@gibsondunn.com)
Jason Zachary Goldstein (jgoldstein@gibsondunn.com)
Jonathan M. Dunworth (jdnworth@gibsondunn.com)

Matt Rowe (mrowe@gibsondunn.com)

(3) If to the Sponsor, to:

One Rock Capital Partners
45 Rockefeller Plaza, 39th Floor
New York, NY 10111
Attention: General Counsel (gc@onerock.com), Eric Drozdov (EDrozdov@onerock.com) and Robert Hsu (RHsu@onerock.com)
with a copy (which will not constitute notice) to:

Debevoise & Plimpton LLP
66 Hudson Blvd E
New York, NY 10001
Attention: Sidney Levinson (slevinson@debevoise.com)
Erica Weisgerber (eweisgerber@debevoise.com)
Mitch Carlson (mcarlson@debevoise.com)

Any notice given by delivery, mail, or courier will be effective when received. Any notice given by electronic mail will be effective upon confirmation of transmission. Any notice or consent to be provided by the Required Consenting Lenders may be delivered by e-mail by Gibson on behalf of any or all entities constituting the Consenting Lenders.

23. **Reservation of Rights; No Admission.**

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties (a) to protect and preserve its rights, remedies and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries); (b) purchase, sell, or enter into any transactions in connection with the Super-Priority Obligations; (c) enforce any right under the Super-Priority Obligations, subject to the terms hereof; (d) consult with other Consenting Lenders, other holders of Super-Priority Obligations, or any other Party regarding the Transactions (and not any other Alternative Restructuring); or (e) enforce any right, remedy, condition, consent or approval requirement under this Agreement or in any of the Definitive Documents. Without limiting the foregoing, if this Agreement is terminated in accordance with its terms for any reason (other than consummation of the Transactions), the Parties each fully and expressly reserve any and all of their respective rights, remedies, claims, defenses and interests, subject to Sections 7, 13, and 14 in the case of any claim for breach of this Agreement arising before termination. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

24. **Relationship Among Parties.**

It is understood and agreed that no Consenting Lender or Sponsor has any duty of trust or confidence in any kind or form with any other Consenting Lender, and, except as expressly provided in this Agreement, there are no commitments between them as a result of this Agreement.

In this regard, it is understood and agreed that any Consenting Lender may acquire Super-Priority Obligations, or other debt or equity securities of the Company Parties without the consent of the Company Parties or any other Consenting Lender, subject to applicable securities laws and the terms of this Agreement; *provided* that no Consenting Lender will have any responsibility for any such acquisition to any other entity by virtue of this Agreement.

25. **No Solicitation; Representation by Counsel; Adequate Information.**

(a) This Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise.

(b) Each Party acknowledges for the benefit of the other Parties and their respective advisors that it has the requisite knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of the securities that may be acquired by it pursuant to the transactions contemplated hereby and has had an opportunity to receive information from the Company Parties and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel will have no application and is expressly waived. Each Party hereby further confirms for the benefit of the other Parties and their respective advisors that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties and/or the Transactions, and without reliance on any statement of any other Party (or such other Party's financial, legal or other professional advisors), other than such express representations and warranties of the Company Parties set forth in this Agreement.

(c) Each Consenting Lender acknowledges, agrees, and represents to and for the benefit of the other Parties (and their respective financial professionals) that it (i) is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act; (ii) is a "qualified institutional buyer" as such term is defined in Rule 144A of the Securities Act; (iii) understands that (a) any securities to be acquired by it pursuant to the Plan and/or the Transactions have not been registered under the Securities Act and (b) that such securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Lender's representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available; (iv) will not be acquiring the securities contemplated by this Agreement as a result of any advertisement, article, notice or other communication regarding such securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement; and (v) has such knowledge and experience in financial and business matters that such Consenting Lender is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Plan and/or the Transactions and understands and is able to bear any economic risks with such investment.

26. **Fiduciary Duties.**

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will require the Company Parties or any directors, officers, managers, or members of the Company Parties, each in their capacities as a director, officer, manager, or member of the Company Parties, to take any action, including the Fiduciary Out, or to refrain from taking any action, to the extent inconsistent with their fiduciary duties under applicable law (as determined by them in good faith after consultation with outside legal counsel), and any such action or inaction taken or not taken pursuant to this Section 26 shall not be deemed to constitute a breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

[*Signature Page Follows*]

Company Signature Page to
the Restructuring Support Agreement

AUTHORIZED SIGNATORY OF
RANGE PARENT, INC.
and each of its direct and indirect wholly owned subsidiaries
listed on Exhibit A hereto

By: _____
Name: John Hewitt
Title: Chief Executive Officer

SLIP PAGE

Signature Pages of Sponsor and Consenting Lenders Omitted for Confidentiality

Exhibit A

Company Parties

1. Robertshaw US Holding Corp.
2. Robertshaw Controls Company
3. Burner Systems International, Inc.
4. Robertshaw Mexican Holdings LLC
5. Controles Temex Holdings LLC
6. Universal Tubular Systems, LLC
7. Robertshaw Europe Holdings LLC

Exhibit B

Sponsor Affiliates

1. Range Finance Investors, L.P.
2. Range Investor Holdings, LLC

Exhibit C

Joinder

FORM OF JOINDER AGREEMENT FOR CONSENTING LENDERS

This joinder agreement to the *Restructuring Support Agreement*, dated as of [●], 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Agreement***"), between the Company Parties and the Consenting Lenders, each as defined in the Agreement, is executed and delivered by _____ (the "***Joining Party***") as of _____, 2024. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as **Annex I** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions thereof).

2. Effectiveness. Upon (i) delivery of a signature page for this joinder and (ii) written acknowledgement by the Company Parties, the Joining Party shall hereafter be deemed to be a "Subsequent Consenting Lender" and a "Party" for all purposes under the Agreement and with respect to any and all Claims held by such Joining Party.

3. Representations and Warranties. With respect to the aggregate principal amount of Claims set forth below its name on the signature page hereto, the Joining Party hereby makes the representations and warranties of the Consenting Lenders, as set forth in Sections 9 and 23 of the Agreement to each other Party to the Agreement.

4. Governing Law. This joinder agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Joining Party has caused this joinder to be executed as of the date first written above.

[JOINING PARTY]

By:_____
Name:
Title:

Claims (principal amount)	
- Prepetition First Out Super-Priority Claims	US$
- Prepetition Second Out Super-Priority Claims	US$
- Non Super-Priority Obligations	US$
- Existing Equity Interests	
- Other (please describe)	

Notice Address:

_____
_____
_____
Fax: _____
Attention: _____
Email: _____

Acknowledged:

ROBERTSHAW US HOLDING CORP.
(on behalf of the Company Parties)

By:_____
Name:
Title:

Exhibit D

Restructuring Term Sheet

ROBERTSHAW US HOLDING CORP.
RESTRUCTURING TERM SHEET

THIS RESTRUCTURING TERM SHEET (THIS "**RESTRUCTURING TERM SHEET**") DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH AN OFFER, IF ANY, ONLY SHALL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND OTHER APPLICABLE LAWS.

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

As used herein, "***Consenting Lenders***" shall mean those Prepetition Superpriority Lenders (as defined below) party to the Restructuring Support Agreement (the "***RSA***") to which this Restructuring Term Sheet is attached. "***Required Consenting Lenders***" shall mean Prepetition Superpriority Lenders holding at least 66.67% in aggregate principal amount outstanding of the Prepetition First-Out Superpriority Facility. "***Sponsor***" shall have the meaning ascribed thereto in the RSA.

Capitalized terms used but not defined in this Restructuring Term Sheet have the meanings ascribed to them in the RSA.

OVERVIEW	
Pursuant to, and subject to the terms and conditions of the RSA, the Sponsor and the Consenting Lenders agree to support the Sale Transaction (as defined below) and vote for and support a Plan of Liquidation, which shall be consistent with the terms set forth herein (unless otherwise agreed by the Company Parties (as defined below) and the Required Consenting Lenders) and otherwise acceptable to the Company Parties and the Required Consenting Lenders.	
Company Parties	Range Parent, Inc. ("***Range Parent***") and the direct and indirect wholly owned subsidiaries listed on Exhibit A to the RSA (collectively, the "***Company***", and each, a "***Company Party***").
Claims and Interests to be Repaid or Restructured	i. Claims under that certain Superpriority Credit Agreement (as amended by the First Superpriority Amendment, the Second Superpriority Amendment, Third Superpriority Amendment, the Fourth Superpriority Amendment, the Fifth Superpriority Amendment, and as further amended, supplemented, restated, replaced or otherwise modified from time to time, the "***Prepetition Superpriority Credit Agreement***" and the facilities provided thereunder, the "***Prepetition Superpriority Facilities***") among Robertshaw US Holding Corp. ("***Robertshaw***") as the borrower agent, Range Parent as the holding company guarantor, the other Company Parties party thereto as borrowers and guarantors, and the lenders party thereto from time to time (the "***Prepetition Superpriority Lenders***"), consisting of the following principal amounts, plus accrued and unpaid interest, plus the applicable Prepayment Premium: a. $218,411,857.26 in superpriority first-out new money term loans (the "***Prepetition First-Out Superpriority Claims***")[1]; b. $381,193,571.32 in superpriority second-out term loans (the

[1] The Prepetition First Out Superpriority Claim includes not less than $31,698,004 of claims held by the Sponsor.

	"***Prepetition Second-Out Superpriority Claims***")[2]; c. $72,826,885.56 in superpriority third-out term loans (the "***Prepetition Third-Out Superpriority Claims***"); d. $22,824,860.67 in superpriority fourth-out term loans (the "***Prepetition Fourth-Out Superpriority Claims***"); and e. $29,184,931.84 in superpriority fifth-out term loans (the "***Prepetition Fifth-Out Superpriority Claims***"). ii. Claims consisting of principal amounts, plus accrued and all unpaid interest, of not less than $78,924,296.47 arising under that certain First Lien Credit Agreement, dated as of February 28, 2018 (as previously amended, amended and restated, supplemented or otherwise modified prior to the Petition Date (as defined below), the "***Prepetition First Lien Credit Agreement***" and the claims thereunder, the "***Prepetition First Lien Claims***"), by and among, *inter alia*, Robertshaw, Range Parent, certain other borrowers and guarantors party thereto, and the lenders from time to time party thereto (the "***Prepetition First Lien Lenders***"). iii. Claims consisting of principal amounts, plus accrued and all unpaid interest, of not less than $16,282,984.53 under certain Second Lien Credit Agreement, dated as of February 28, 2018 (as previously amended, amended and restated, supplemented or otherwise modified prior to the Petition Date, the "***Prepetition Second Lien Credit Agreement***"; the claims thereunder, the "***Prepetition Second Lien Claims***"), by and among, *inter alia*, Robertshaw, Range Parent, certain other borrowers and guarantors party thereto, and the lenders from time to time party thereto (the "***Prepetition Second Lien Lenders***"). iv. Claims consisting of principal amounts, plus accrued and all unpaid interest, of not less $13,200,000.00 under that certain Promissory Note, dated as of November 10, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "***Prepetition FGI Mexican Promissory Note Claims***") between Robertshaw Controls Company and FGI Equipment Finance LLC. v. Claims that consist of any prepetition Claim in the Chapter 11 Cases (as defined below) against any Company Party (each, a "***Debtor***" and collectively, the "***Debtors***") that are not (a) Prepetition First-Out Superpriority Claims; (b) Prepetition Second-Out Superpriority Claims; (c) Prepetition Third-Out Superpriority Claims; (d) Prepetition Fourth-Out Superpriority Claims; (e) Prepetition Fifth-Out Superpriority Claims; (f) Prepetition First Lien Claims, (g) Prepetition Second Lien Claims, and (h) Prepetition FGI Mexican Promissory Note Claims, or (h) a Claim that is secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code (the "***General Unsecured Claims***"). vi. Existing Company Equity Interests: The Existing Company Equity Interests.
Implementation	This Restructuring Term Sheet contemplates: i. the commencement of voluntary chapter 11 cases of the Company Parties (the "***Chapter 11 Cases***" and the date on which the Chapter 11 Cases are commenced, the "***Petition Date***") pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the

[2] The Prepetition Second Out Superpriority Claim includes not less than $9,975,000 of claims held by the Sponsor.

	"***Bankruptcy Court***"); ii. the funding of the DIP Facility (as defined and further described herein) by certain of the Prepetition Superpriority Lenders, which DIP Facility will finance a Sale Transaction (as defined below) and associated Wind-Down Budget (as defined below) to ensure feasibility of the Debtors' chapter 11 plan of liquidation (the "***Plan of Liquidation***"); and iii. a sale of all or substantially all of the assets (or equity) of the Debtors pursuant to section 363 or 1123 of the Bankruptcy Code (the "***Sale Transaction***," and the date on which such transaction closes, the "***Closing Date***"), in either case, to be implemented through the Chapter 11 Cases, as provided in this Restructuring Term Sheet and the RSA and subject to the Bidding Procedures (as defined below), which Sale Transaction and all related documentation shall be acceptable to the Company Parties and Required Consenting Lenders. A Sale Transaction whereby the Consenting Lenders shall serve as the stalking horse bidder (the "***Stalking Horse Bidder***") and "credit bid" all or a portion of their Claims, including DIP Facility claims and Prepetition First-Out Superpriority Claims, in accordance with this Restructuring Term Sheet and the Bidding Procedures. If the Sale Transaction is consummated, the Consenting Lenders shall support a Plan of Liquidation and a wind down of the Debtors' estates in accordance with the Wind-Down Budget (as defined below) to permit an administratively orderly wind-down process of the Debtors and Non-Debtor Subsidiaries (as defined below).
Sale Transaction	Subject to the terms and conditions set forth in this Restructuring Term Sheet, the Sale Transaction shall be implemented to effectuate a sale of all, or substantially all, of the Debtors' assets pursuant to sections 105, 363 and 365 of the Bankruptcy Code. An entity to be formed by or on behalf of the Consenting Lenders (the "***Buyer***") will serve as the Stalking Horse Bidder in connection with the Sale Transaction. Buyer will be represented by Gibson, Dunn & Crutcher LLP (the "***Buyer Advisors***"). The stalking horse asset purchase agreement, which shall be acceptable to the Company Parties, the Required Consenting Lenders, and reasonably acceptable to the Sponsor (the "***Stalking Horse APA***") shall be entered into by Buyer and each of the other Debtors shall be signatories to the Stalking Horse APA (collectively, the "***Sellers***"). Following the Petition Date, and in accordance with the RSA and the DIP Facility, the Debtors will have filed Bidding Procedures acceptable to the Company Parties and the Required Consenting Lenders and shall have commenced a third-party marketing process for the Sale Transaction (and such process, the "***Sale Process***"). The Debtors will continue such process on the timeline contemplated in accordance with the Bidding Procedures. The proposed Sale Transaction shall remain subject to higher or otherwise better offers that may be obtained by the Debtors in connection with the Bidding Procedures and the Bidding Procedures Order. At the conclusion of the Sale Process, the Sellers will sell the Acquired Assets (as defined below) to the Stalking Horse Bidder or one or more third-party purchaser(s) determined to have submitted the highest or otherwise best offer in accordance with the Bidding Procedures Order, and the order entered by the Bankruptcy Court approving the Sale Transaction (the "***Sale Order***") shall provide (i) for all of the protections granted pursuant to section 363(m) of the Bankruptcy Code and (ii) that, to the maximum extent permitted by law, upon the consummation of the Sale Transaction, all of the Debtors' right, title, and interest in, to and under the Acquired Assets shall be sold free and clear of any and all liens, encumbrances, claims, and other interests, subject to any agreed upon exceptions, the terms and conditions of which sale will be consistent with this Restructuring Term Sheet, the RSA, and the Stalking Horse APA (or such other asset purchase agreement as may be agreed to by the Company and any third-party purchaser(s)) and acceptable to the Company Parties and Required Consenting Lenders, and reasonably acceptable to the Sponsor.

Acquired Assets and Acquired Subsidiaries	The "***Acquired Assets***" will include, without limitation, all cash and cash equivalents (excluding those required to fund the Wind Down Budget as well as any cash residing in accounts held exclusively for the estate professionals), accounts receivable (both third party and intercompany), real and personal, tangible and intangible property and assets of the Sellers of any kind or nature whatsoever, whether now owned or hereafter acquired by the Sellers, and all proceeds, rents or profits thereof, the stock that the Debtors hold in all of the Sellers subsidiaries (each, a "***Non-Debtor Subsidiary***" and collectively, the "***Non-Debtor Subsidiaries***"), excluding only those assets specifically designated by the Stalking Horse Bidder as an "Excluded Asset" in the Stalking Horse APA. Each Non-Debtor Subsidiary shall be set forth in a schedule to the Stalking Horse APA. For the avoidance of doubt, the Acquired Assets shall include all claims and causes of action including but not limited to (a) any claims that could be asserted by third parties derivatively through the Debtors (such claims, collectively, the "***Derivative Claims***") and (b) any claims arising under sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents and the proceeds of such actions.
Assumed Liabilities	If the Sale Transaction is consummated, the Buyer will assume and pay or otherwise satisfy the following liabilities, without limitation, to be specified in the Stalking Horse APA (the "***Assumed Liabilities***"): i. subject to appropriate diligence, all liabilities arising under the Company Parties' existing employee compensation, retention, and employee benefits agreements and non-equity plans, including cash incentive plans, together with any funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto) and all rights and obligations thereunder; ii. [reserved]; iii. all allowed and unpaid post-petition trade payables, employee obligations and other administrative expenses incurred from the operation of the Debtors' business; iv. all indemnification obligations to each of the Company Parties' current directors, officers, and employees; and v. all prepetition Claims held by a Debtor or Non-Debtor Subsidiary against a Debtor (the "***Intercompany Claims***"), which Intercompany Claims may be reinstated, set off, settled, distributed, contributed, cancelled, and released without any distribution on account of such Intercompany Claims, or such other treatment as is determined by the Required Consenting Lenders and the Debtors.
Excluded Assets	Sellers shall not be deemed to sell, transfer, assign, convey or deliver, and Sellers will retain all right, title and interest to and in all excluded assets as agreed to between the parties, including, without limitation, (a) cash and cash equivalents in an amount equal to the Wind-Down Budget, (b) the Debtors' rights under the Stalking Horse APA and the other Definitive Documentation, (c) cash in accounts held for the benefit of estate professionals, and (d) other excluded assets agreed to by the parties.
Purchase Price	The Purchase Price for the Acquired Assets by Buyer shall be: i. a credit bid pursuant to section 363(k) of the Bankruptcy Code of the full amount of all principal, fees, penalties or other obligations due under the DIP Credit Agreement (as defined below) by means of a credit bid of such amount on behalf of the DIP Facility lenders;

	ii. $217 million of the obligations (including, without limitation, principal, fees, premiums, penalties, or other obligations) due under the Prepetition Superpriority Credit Agreement on account of Prepetition First-Out Superpriority Claims by means of a credit bid of such amount, by means of a credit bid of such amount on behalf of the Prepetition Superpriority Lenders pursuant to section 363(k) of the Bankruptcy Code; iii. the Assumed Liabilities; and iv. funding the Wind-Down Budget in a manner to be agreed by the Required Consenting Lenders and the Company.
Wind-Down Budget	Sufficient cash, in an amount to be agreed between the Debtors and the Required Consenting Lenders, in consultation with the Sponsor, to fund a wind down of all Debtors (and any Non-Debtor Subsidiaries not acquired in the Sale Transaction) pursuant to a Plan of Liquidation (the "***Wind-Down Budget***") with such Wind-Down Budget to be agreed on or prior to the Bid Deadline (as defined in the Bidding Procedures), with subsequent adjustments upwards or downwards solely as mutually agreed between the Debtors and the Required Consenting Lenders; *provided* that any residual amount of the Wind-Down Budget, if any, following completion of the Wind-Down shall be returned to the Buyer.
Releases	The Stalking Horse APA shall include a release by each of the Parties, in each case, of any claims or causes of action, including, without limitation, Derivative Claims, in each case, that could be asserted against any of the Sponsor, the Sellers or the Buyer or any of their respective affiliates' and subsidiaries' (a) current or former directors, officers, employees, or (b) direct and indirect equity holders, lenders, or affiliates as provided in the Stalking Horse APA.
Bidding Procedures	The equity or assets of the Debtors will be marketed pursuant to bidding procedures in the form attached to the RSA (the "***Bidding Procedures***"), which shall permit bids to acquire all or substantially all of the assets (or equity) of the Debtors. In the event that one or more qualified bids pursuant to the Bidding Procedures are obtained, the Debtors shall conduct an auction to determine the highest or otherwise best bid for the Company Parties' assets (or equity).
Other Terms and Conditions	Closing of the Sale Transaction will be subject to, among other customary conditions, (a) entry of the Sale Order and such Sale Order not being subject to any stay, (b) the Seller's and Buyer's (in the event of a Sale Transaction to the Stalking Horse Bidder) representations and warranties in the Stalking Horse APA being true and correct in all respects except where such breaches would not constitute a material adverse effect, (c) no breach of the Seller's or Buyer's covenants in the Stalking Horse APA in any material respect, and (d) the relief requested being granted in each of the Adversary Proceedings with respect to each of the Non-Participating Lenders in the Non-Participating Lender Adversary Proceeding and Invesco in the Invesco Adversary Proceeding. The Stalking Horse Bidder shall cooperate in good faith with the Debtors and shall use best efforts to provide any access to the employees and information and analyses necessary to ensure the Wind Down of the estate.
Restructuring	Consistent with the RSA and this Restructuring Term Sheet, in connection with the Sale Transaction, the Debtors will also pursue a Plan of Liquidation, which shall (a) provide for the orderly liquidation of the Debtors' estates including the dissolution of the Company Parties under applicable law, (b) include customary terms and conditions, including exculpation and releases, including as to the DIP Lenders and the Consenting Lenders, (c) provide for the funding of the Wind-Down Budget, and (d) be confirmed by the Bankruptcy Court after entry of the Sale Order. The Consenting Lenders agree to

	support such Plan of Liquidation.
DIP Facility	The Chapter 11 Cases and the Sale Transaction shall be financed by (a) the use of cash collateral on terms to be acceptable to the Required Consenting Lenders, (b) a postpetition senior secured debtor-in-possession term loan facility (the "***DIP Facility***"), on terms and conditions substantially set forth in the postpetition debtor-in-possession credit agreement attached to the RSA (the "***DIP Credit Agreement***"), and (c) cash on hand, which shall be made available to be used for operations pursuant to the terms and conditions of the Interim DIP Order and the DIP Credit Agreement.
TREATMENT OF CLAIMS AND INTERESTS	
Unclassified Claims	
Administrative Claims	On the effective date of the Plan of Liquidation (the "***Effective Date***"), except to the extent that such holder agrees to a less favorable treatment or the obligation was satisfied through the Sale Transaction, each holder of an allowed Administrative Claim shall receive, in full and final satisfaction of such claim, treatment consistent with section 1129(a)(9)(A) of the Bankruptcy Code.
Professional Fee Claims	The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount allowed by the Bankruptcy Court from funds held in the Professional Fee Escrow Account (as defined below), as soon as reasonably practicable after such Professional Fee Claims are allowed by entry of an order of the Bankruptcy Court.
Priority Tax Claims	On the Effective Date, except to the extent that such holder agrees to a less favorable treatment, each holder of a Priority Tax Claim shall receive, in full and final satisfaction of such claim, treatment consistent with section 1129(a)(9)(C) of the Bankruptcy Code.
DIP Claims	In the event of a Restructuring or a Sale Transaction where the Stalking Horse Bidder is the "successful bidder," on the Effective Date, the DIP Claims (including, without limitation, principal, fees, premiums, penalties, or other obligations) shall be converted into debt and equity of the Buyer ("***New Robertshaw***"). In the event of a Sale Transaction where the Stalking Horse Bidder is not the "successful bidder," the DIP Claims and the Prepetition First-Out Superpriority Claims, inclusive of the Make-Whole Amount (as defined in the Prepetition Super-Priority Credit Agreement)) shall be indefeasibly repaid in full in Cash from the proceeds of any Sale Transaction on the Closing Date of any such Sale Transaction, which treatment shall be provided for in any applicable Sale Order or related order, on terms acceptable to the Required Consenting Lenders.
OTHER MATERIAL PROVISIONS	
Professional Fees and Escrow Account	The Debtors shall pay (i) the Restructuring Fees and Expenses (as set forth in the RSA) and (ii) subject to the Expense Reimbursement provided in the Bidding Procedures, reasonable and documented fees, costs, and expenses of the Buyer Advisors and Sponsor incurred in connection with the Stalking Horse APA and any Sale Transaction; *provided*, *however*, that the reasonable and documented fees, costs, and expenses of the Sponsor to be paid from the Expense Reimbursement shall not exceed $500,000. Subject to the terms in the Cash Collateral Order and/or DIP Order, the Debtors shall deposit amounts on account of all fees and expenses owing, including a weekly estimated accrual, to each such professional as specified in the Cash Collateral Order and/or DIP Order (such amounts the "***Professional Fee Reserve Amounts***") into segregated professional fee escrow accounts for professionals (the "***Professional Fee Escrow Accounts***"), including, without limitation, all of the professionals retained under sections 326 through 331 of the Bankruptcy Code and ordinary course professionals.

	For the avoidance of doubt, the Wind-Down Amount shall be in addition to (but not duplicative of) the funds used to fund the Professional Fee Escrow Accounts.
Fiduciary Out	Notwithstanding anything to the contrary herein, the terms of this Term Sheet shall be subject to the "fiduciary out" provisions set forth in the RSA.
Wind-Down Administrator	If the Sale Transaction is consummated, a wind-down administrator (the "***Plan Administrator***") acceptable to the Consenting Lenders and the Debtors shall oversee the Wind Down consistent with the Wind-Down Budget.
Tax Structure	To the extent the Stalking Horse Bidder is the "successful bidder," the Company Parties and the Stalking Horse Bidder shall reasonably cooperate to structure the Sale Transaction to (a) minimize any current cash taxes payable by the Company and the Consenting Lenders (including, as applicable, through the Wind-Down Budget), and (b) maximize the Buyer's favorable tax attributes going forward, including, without limitation, as a reorganization under Section 368(a)(1)(G) of the Internal Revenue Code of 1986, as amended.
Employee Matters	On the terms set forth in this Term Sheet, substantially all employees of the Debtors shall be retained by the Buyer or the Reorganized Debtors, as applicable. If the Sale Transaction is consummated with the Stalking Horse Bidder, the Reorganized Debtors shall assume and assign to the Buyer all employment, confidentiality, and non-competition agreements, retention, bonus, gainshare and incentive programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards), vacation, holiday pay, retirement, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, programs and arrangements, and all other wage, compensation, employee expense reimbursement, and other benefit obligations of the Debtors.
Management Incentive Plan	If the Sale Transaction is consummated with the Stalking Horse Bidder, the Buyer shall adopt a management incentive plan (the "***MIP***"), which shall provide for the issuance to management, key employees and directors 8.5% of common shares of New Robertshaw, as determined by the board, including the Chief Executive Officer, of New Robertshaw, subject to the governance of New Robertshaw.
Litigation	On the Petition Date, the Debtors shall file a motion seeking relief in the Bankruptcy Court under section 105(a) of the Bankruptcy Code and commence an adversary proceeding against each of: (a) the Non-Participating Lenders with respect to the May 2023 Litigation and (b) Invesco with respect to the December 2023 Litigation.
Investors Agreement	Sponsor and Ad Hoc Group to execute an agreement setting forth certain agreed terms with respect to the capital structure and governance of New Robertshaw.

Exhibit E

Bidding Procedures

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

In re:	:	Chapter 11
ROBERTSHAW US HOLDING CORP., *et al.*,	:	Case No. 24 -_____ (___)
Debtors.[1]	:	(Jointly Administered)

BIDDING PROCEDURES

On February 15, 2024 (the "Petition Date"), Robertshaw US Holding Corp. and its debtor affiliates (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"), commencing the above-captioned chapter 11 cases (these "Chapter 11 Cases").

On [●], 2024, the Court held a hearing (the "Bidding Procedures Hearing") on the *Motion of Debtors for Entry of Orders (A) Authorizing and Approving Bidding Procedures, (B) Scheduling an Auction and a Sale Hearing, (C) Approving the Form and Manner of Notice Thereof; (D) Establishing Notice and Procedures for the Assumption and Assignment of Certain Executory Contracts and Leases, and (E) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Motion").

On [●], 2024, the Court entered an order [Docket No. [●]] (the "Bidding Procedures Order"),[2] which, among other things, authorized the Debtors to solicit bids in accordance with the procedures outlined herein (collectively, these "Bidding Procedures") for a sale or disposition (a "Sale Transaction," and collectively, the "Sale") of the Assets (as defined below), and authorized the Debtors' entry into an asset purchase agreement (the "Stalking Horse APA")[3] with an entity formed by or on behalf of the Ad Hoc Group and ORC (the "Stalking Horse Bidder") pursuant to which, among other things, the Stalking Horse Bidder has committed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided in the Stalking Horse APA), the Debtors' Assets as set

[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Motion or the Bidding Procedures Order.

[3] The Stalking Horse APA is attached to the Bidding Procedures Order as Exhibit 1.

forth in the Stalking Horse APA and (b) assume certain liabilities as set forth in the Stalking Horse APA (collectively, the "Stalking Horse Bid"), in the form of a credit bid.

The Bidding Procedures set forth the process by which the Debtors are authorized to solicit the highest or otherwise best Bid (as defined below) for all, or substantially all of the Debtors' assets (the "Assets"), culminating in an auction (the "Auction") solely if competing Qualified Bids (as defined below) are received. The Sale is contemplated to be implemented pursuant to the terms and conditions of either (a) the Stalking Horse APA, as the same may be amended pursuant to the terms thereof, (b) such other applicable asset purchase agreement upon the receipt of a Successful Bid (as defined herein) that the Debtors have determined in their business judgment is the best or highest bid and is otherwise in accordance with these Bidding Procedures, or (c) a transaction that will be implemented through a plan of reorganization (a "Restructuring Transaction" and together with a Sale Transaction, each a "Transaction").

The Restructuring Support Agreement, dated as of February 14, 2024 (the "RSA"), contemplates that the Debtors and the Successful Bidder(s) (as defined herein) will consummate the Sale. If there is no third-party Successful Bidder, the Stalking Horse Bidder shall be designated the Successful Bidder and shall purchase the Assets in accordance with the terms of the RSA and the Stalking Horse APA.

Copies of the Bidding Procedures Order and any other documents in the Debtors' Chapter 11 Cases are available upon request to Kroll Restructuring Administration LLC, by calling (844) 536-2001 (Domestic) or (646) 777-2308 (International), or by visiting https://cases.ra.kroll.com/Robertshaw/.

KEY DATES

The key dates for the sale process are as follows. The Debtors, after consultation with the Consultation Parties (as defined below) and solely subject to the terms of the RSA, any order approving the CCO/DIP Motion, and the DIP Credit Agreement (as defined in the CCO/DIP Motion), may extend any of the deadlines, or delay any of the applicable dates, in these Bidding Procedures.

Event	Proposed Date
Non-Binding Indication of Interest Deadline	March 18, 2024 at 4:00 p.m. (prevailing Central Time)
Qualified Bid Deadline	April 15, 2024 at 4:00 p.m. (prevailing Central Time) (60 calendar days following the Petition Date)
Auction (if necessary)	April 19, 2024 at 10:00 a.m. (prevailing Central Time) (65 calendar days following the Petition Date)

Event	Proposed Date
Sale Hearing (subject to the Court's availability)	April 30, 2024 at 10:00 a.m. (prevailing Central Time) (on or before 75 calendar days following the Petition Date)

PARTICIPATION REQUIREMENTS

1. Prospective Bidders

In order to participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity interested in the Assets or part of the Assets (other than the Stalking Horse Bidder) (an "Interested Party") must deliver to the following parties (collectively, the "Debtors' Advisors"): (i) proposed co-counsel to the Debtors: (a) Latham & Watkins, LLP, 1271 Avenue of the Americas, New York, New York 10020 (Attn: George A. Davis (george.davis@lw.com), George Klidonas (george.klidonas@lw.com), Adam Ravin (adam.ravin@lw.com) and Liza Burton (liza.burton@lw.com)), and (b) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002 (Attn: Timothy A. ("Tad") Davidson II (taddavidson@HuntonAK.com) and Ashley L. Harper (ashleyharper@HuntonAK.com)); and (ii) proposed investment banker to the Debtors, Guggenheim Securities, LLC, 330 Madison Avenue, New York, New York 10017 (Attn: Chris Cheney (Christian.Cheney@guggenheimpartners.com), Brendon Philipps (brendon.philipps@guggenheimpartners.com), Tyler Stiles (Tyler.Stiles@guggenheimpartners.com), Andrew Hauge (Andrew.Hauge@guggenheimpartners.com), Brian Koegel (Brian.Koegel@guggenheimpartners.com), and Andrew Herrera (Andrew.P.Herrera@guggenheimpartners.com)), the following documents and information (collectively, the "Preliminary Bid Documents"):

1. the identification of the Interested Party and any principals and representatives thereof (including counsel), including by identifying those principals and representatives who are authorized by the Interested Party to appear and act on such Interested Party's behalf for all purposes under these Bidding Procedures regarding the Interested Party's contemplated Sale Transaction;

2. a description of any and all connections the Interested Party (including its affiliates and any related persons) may have to the Debtors, any current or former directors and officers of the Debtors, the Debtors' non-Debtor affiliates, and the Debtors' primary creditors as identified by the Debtors;

3. an executed confidentiality agreement in form and substance acceptable to the Debtors (a "Confidentiality Agreement");[4]

[4] Interested Parties may obtain a copy of a Confidentiality Agreement by contacting the representatives from the Debtors' proposed investment banker, Guggenheim Securities, LLC, identified below.

Each Interested Party shall comply with all reasonable requests for information and due diligence access by the Debtors and their advisors regarding the ability of such Interested Party, as applicable, to consummate its contemplated transaction.

If the Debtors with their advisors determine that an Interested Party has timely delivered adequate Preliminary Bid Documents, such Interested Party shall be eligible to receive due diligence information as described below (such Interested Party, a "Prospective Bidder"); *provided* that the Debtors will notify any Interested Party that has not submitted adequate Preliminary Bid Documents so that such party has the opportunity to remedy any inadequacies and become a Prospective Bidder. The Debtors, along with the assistance of their advisors, will determine and notify each Prospective Bidder when such Prospective Bidder has submitted adequate Preliminary Bid Documents.

2. Non-Binding Indications of Interest

In addition to receiving the information noted in Section 1, above, prior to the Non-Binding Indication of Interest Deadline, an Interested Party is required to submit a non-binding written indication of interest ("Non-Binding Indication of Interest") specifying the following terms for an indicative bid (an "Indicative Bid"):

(a) the amount and type of consideration to be offered;

(b) whether any external financing is required in connection with the Indicative Bid and, if so, the sources of such external financing and status of commitments (including the expected timing and process) from such sources for the amount of financing required to complete the Sale Transaction;

(c) the level of review that the Indicative Bid has received within your organization and any additional approvals (board, shareholders, investment committee, legal, regulatory or otherwise) needed to be obtained to complete the Sale Transaction, including an outline of the process and expected timing for obtaining all internal and external approvals, execution of definitive documentation, and consummation of the proposed Sale Transaction;

(d) a description of any other material conditions or contingencies needed to be satisfied after execution of definitive documentation prior to closing;

(e) names of any advisors (including financial, legal, and accounting advisors) that have been or will be retained to provide assistance in connection with the proposed Sale Transaction; and

(g) any other material information, assumptions or conditions.

Notwithstanding the foregoing, the Debtors shall, in their sole discretion, retain the ability to consider a Qualified Bid that is submitted by the Qualified Bid Deadline by an Interested Party who did not submit a Non-Binding Indication of Interest by the Non-Binding Indication of Interest Deadline.

3. Due Diligence

Only Prospective Bidders (as well as, for the avoidance of doubt, the Stalking Horse Bidder) shall be eligible to receive due diligence information and reasonable access to the Debtors' confidential electronic data room concerning the Assets (the "Data Room"). The Debtors, with the aid of their advisors, shall coordinate all reasonable requests from Prospective Bidders for additional information and due diligence access; *provided* that the Debtors may withhold or limit access by any Prospective Bidder (including its affiliates and any related persons) to the Data Room or other due diligence materials at any time and for any reason, including, without limitation, if (a) any due diligence information is determined to be business sensitive, proprietary, or otherwise not appropriate for disclosure to a Prospective Bidder by the Debtors, including, but not limited to, Prospective Bidders who are customers or competitors of the Debtors or affiliates thereof, and other industry participants, (b) the Prospective Bidder does not become, or the Debtors determine that the Prospective Bidder is not likely to become, either an Acceptable Bidder or a Qualified Bidder (each as defined below), (c) the Prospective Bidder violates the terms of its Confidentiality Agreement, (d) the Debtors become aware that the information set forth on the Preliminary Bid Documents is inaccurate or misleading or of any other reason to doubt such Prospective Bidder's ability to close its contemplated transaction, (e) the Prospective Bidder (including its affiliates and any related persons) uses information obtained from the Data Room or the diligence process in connection with, or related to, any litigation or other legal action related to any Debtor, any current or former directors and officers of the Debtors, the Debtors' non-Debtor affiliates, and the Debtors' primary creditors as identified by the Debtors, (f) such disclosure would jeopardize protections afforded any Debtor or primary creditor as identified by the Debtors under the attorney-client privilege or the attorney work product doctrine, or (g) the bidding process is terminated in accordance with its terms.

Notwithstanding any prepetition limitations, including, without limitation, any non-disclosure, confidentiality or similar provisions relating to any due diligence information, the Debtors and their respective estates will be authorized to provide due diligence information to each Prospective Bidder that has delivered an executed Confidentiality Agreement. Notwithstanding anything to the contrary herein, the Debtors reserve the right to withhold any diligence materials that the Debtors believe in good faith and in the exercise of their business judgment are sensitive or otherwise not appropriate for disclosure.

Each Interested Party or Acceptable Bidder shall comply with all reasonable requests by the Debtors or the Debtors' advisors with respect to information, documentation, and due diligence access regarding such Interested Party or Acceptable Bidder, as applicable, and its contemplated Sale Transaction.

The due diligence period will end on the Qualified Bid Deadline (as defined below) and, subsequent to the Qualified Bid Deadline, the Debtors shall have no obligation to furnish any due diligence information. Additional due diligence will not be provided after the Qualified Bid Deadline, unless otherwise deemed reasonably appropriate by the Debtors in consultation with the Consultation Parties.

4. Acceptable Bidders

Initial Bids. Each Prospective Bidder shall submit to the Debtors' Advisors a Bid for the Assets such Prospective Bidder may seek to acquire which shall include (a) a purchase price based on a cash-free, debt-free basis, which amount must be sufficient to yield net cash proceeds to repay in full in cash the DIP Obligations and the Prepetition First Out Secured Loan Indebtedness (as defined in the CCO/DIP Motion) including, any and all costs, fees, expenses, premiums, and other amounts, including, without limitation, the Make-Whole Amount (as defined in the Super-Priority Credit Agreement) (collectively, the "DIP and Priority Obligations" and the discharge in full in cash of the DIP and Priority Obligations, the "Discharge of the DIP and Priority Obligations"), (b) a description of which Assets the Bid covers, which must be substantially all the Debtors' assets, and (c) a description of the liabilities the Prospective Bidder intends to assume.

Selection of Acceptable Bidders. If the Debtors (in consultation with the Consultation Parties) determine that a Prospective Bidder has timely delivered an adequate Bid, such Prospective Bidder shall be eligible to submit a Qualified Bid (as defined below) (each such Prospective Bidder, an "Acceptable Bidder"). The Debtors, in consultation with their advisors and the Consultation Parties, will determine and notify each Acceptable Bidder when such Acceptable Bidder has submitted an adequate Bid.

Each Acceptable Bidder will be deemed to acknowledge and represent that it: (a) either directly or through its advisors has had an opportunity to conduct any and all due diligence regarding the Debtors' Assets and liabilities prior to making any Qualified Bid (as defined below); (b) has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets and liabilities in making any Qualified Bid; (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the Debtors' Assets or liabilities, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or the Stalking Horse APA; and (d) agrees to not use information obtained from the Data Room or the diligence process in connection with, or related to, any litigation or other legal actions between such Acceptable Bidder (including its affiliates and any related persons) and any Debtor, any current or former directors and officers of the Debtors, the Debtors' non-Debtor affiliates, and/or the Debtors' primary creditors as identified by the Debtors. The Debtors and the Consultation Parties, and each of their representatives and advisors, are not responsible for, and will bear no liability with respect to, any information obtained by any Acceptable Bidder in connection with any Sale or Sale Transaction.

The Debtors have designated Guggenheim Securities, LLC ("Guggenheim Securities") to coordinate all reasonable requests for additional information and due diligence access. Contact information for Guggenheim Securities is as follows:

Guggenheim Securities, LLC
330 Madison Avenue
New York, New York 10017
Attn: Chris Cheney (Christian.Cheney@guggenheimpartners.com)
Brendon Philipps (Brendon.Philipps@guggenheimpartners.com)
Tyler Stiles (Tyler.Stiles@guggenheimpartners.com)

Andrew Hauge (Andrew.Hauge@guggenheimpartners.com),
Brian Koegel (Brian.Koegel@guggenheimpartners.com)
Andrew Herrera (Andrew.P.Herrera@guggenheimpartners.com)

5. **No Communications Among Bidders**

There shall be no communications regarding the Debtors' sale process between and amongst Prospective Bidders or Acceptable Bidders (including, for the avoidance of doubt, the Stalking Horse Bidder), or between Prospective Bidders or Acceptable Bidders, on the one hand, and the Consultation Parties, on the other hand, unless the Debtors have previously authorized such communication in writing; *provided* that nothing in this paragraph or any Confidentiality Agreement will preclude the Stalking Horse Bidder from communicating with the Debtors, or the Consultation Parties. The Debtors reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to disqualify any Prospective Bidders or Acceptable Bidders that have communications between and amongst themselves, or with a Consultation Party, without the Debtors' consent.

QUALIFIED BID REQUIREMENTS

To be eligible to participate in the Auction, each offer, solicitation, or proposal to acquire Assets (each, a "Bid"), other than any Stalking Horse Bid, must be delivered or transmitted via email (in .pdf or similar format) so as to be **actually received** by the Debtors' Advisors no later than **4:00 p.m. (prevailing Central Time) on April 15, 2024** (the "Qualified Bid Deadline"), or such other date as may be agreed to by the Debtors after consulting with the Consultation Parties.

In order to constitute a Qualified Bid (as defined below), a Bid must satisfy each of the following conditions:

1. **Irrevocability of Bid**. The Bid must include a letter stating that the Acceptable Bidder's offer is irrevocable and binding until the closing of the Sale if such Acceptable Bidder is the Successful Bidder, and that the Acceptable Bidder agrees to serve as a Backup Bidder (as defined below) if such bidder's Bid is selected as the next highest or otherwise next best bid after the Successful Bid (as defined below).

2. **Assets and Liabilities**. The Bid must clearly identify the following: (a) the Assets to be purchased; and (b) the liabilities and obligations to be assumed, including any indebtedness to be assumed, if any.

3. **Designation of Assigned Contracts and Leases.** The Bid must identify any and all executory contracts and unexpired leases of the Debtors that the bidder wishes to be assumed and assigned to the bidder at closing. The Bid must confirm that the bidder will be responsible for any Cure Costs associated with such assumption, and include a good faith estimate of such Cure Costs (which estimate may be provided by the Debtors).

4. **Purchase Price**. The Bid must clearly set forth the cash purchase price, and any other non-cash consideration (with the form of such consideration specified), to be paid.

5. **Employment and Employee Obligations**. The Bid must (a) specify whether the Acceptable Bidder intends to hire all of the Debtors' employees and (b) expressly propose the treatment of the Debtors' prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including, offer letters, employment agreements, consulting agreements, severance arrangements, retention bonus agreements, change in control agreements, retiree benefits, and any other employment related agreements.

6. **Wind-Down Budget.** The Bid must (a) provide an estimate as to the anticipated costs of the wind-down of the Company's operations and payments following the closing of the Sale based on what assets and liabilities the Acceptable Bidder intends to retain, (b) ensure that the Company will retain sufficient cash to fund such costs in a manner at least as equivalent to the Wind-Down Budget as agreed to by the Debtors and the Stalking Horse Bidder, and (c) contain a statement that the Acceptable Bidder understands and accepts that the Sale is contingent upon the approval of an acceptable Wind-Down Budget.

7. **Minimum Bid.** The value of each Bid, as determined by the Debtors in their business judgment, must exceed: (a) the aggregate consideration contemplated by the Stalking Horse Bid, (b) the minimum Bid increment of $5 million and (c) the amount of the Expense Reimbursement. The minimum Bid increment must be in the form of cash or cash equivalents and must result in the Discharge of the DIP and Priority Obligations. The Debtors, in consultation with their advisors and the Consultation Parties, will determine, in their business judgment, the value of any assumed liabilities that differ from those included in the Stalking Horse Bid.

8. **Deposit**. Each Bid (except for the Stalking Horse Bid) must be accompanied by a good faith deposit in the form of cash in an amount equal to not less than ten percent (10%) of the aggregate purchase price of the Bid to be held in an escrow account to be identified and established by the Debtors (the "Deposit"). For the avoidance of doubt, to the extent the Purchase Price of a Bid is increased, at any time or from time to time, whether prior to commencement of the applicable Auction (if any) or during the applicable Auction (if any), the amount of the Deposit shall automatically increase accordingly (i.e., to become equal to 10% of any increased Purchased Price) and the corresponding bidder will promptly pay into escrow the amount of such increase, and in any event within one (1) business day, following such increase. Without limiting the foregoing, if a Purchase Price is increased in order to make a bid into a Qualified Bid, the Debtors may, in consultation with the Consultation Parties, condition participation of the applicable bidder at the applicable Auction (if any) on such

bidder paying the then full amount of the Deposit into escrow prior to the commencement of such Auction or such participation.

9. **Asset Purchase Agreement**. Each Bid must include duly executed, non-contingent transaction documents necessary to effectuate the transactions contemplated in the Bid (the "Bid Documents"). The Bid Documents shall include a copy of the asset purchase agreement, including a complete set of all disclosure schedules and exhibits thereto, marked to show the specific changes to the Stalking Horse APA that the Acceptable Bidder requests, as well as all other material documents integral to such Bid.

10. **Adequate Assurance Information**. The Bid must include sufficient financial or other information (the "Adequate Assurance Information") to establish adequate assurance of future performance with respect to any lease or contract to be assigned to the Qualified Bidder (as defined below) in connection with the proposed Sale which shall include: (i) audited and unaudited financial statements, (ii) tax returns, (iii) bank account statements, (iv) a description of the manner in which the Bidder plans to capitalize and manage the business going forward, and (v) any such other documentation or information as the Debtors may request (the foregoing clauses (i)-(v), and/or such other documentation and information satisfactory to the Debtors to demonstrate an Acceptable Bidder's adequate assurance of future performance, collectively, the "Adequate Assurance Package"). The Bid shall also identify a contact person (with relevant contact information) that counterparties to any lease or contract can contact to obtain additional Adequate Assurance Information. The Adequate Assurance Package must be submitted to the Debtors and their advisors at the time of the Bid's submission in its own compiled PDF document. Any requests made by the Debtors or their advisors thereafter for further or supplemental information or documentation must be promptly provided to the Debtors and their advisors.

11. **Proof of Financial Ability to Perform**. Each Bid must include written evidence that the Debtors reasonably conclude, in consultation with the Consultation Parties, demonstrates that the bidder has the necessary financial ability to timely close the proposed Sale Transaction in accordance with these Bidding Procedures. Such information must include: (i) contact names, telephone numbers, and email addresses for verification of financing sources; (ii) evidence of the bidder's internal financing resources and, if applicable, proof of fully executed and effective financing commitments with limited conditionality customary for transactions of the proposed Sale Transaction's type from one or more reputable financing sources in an aggregate amount equal to the Cash portion of such Bid (including, if applicable, the payment of cure amounts), in each case, as are required to timely close the Sale Transaction; (iii) a description of the bidder's pro forma capital structure; and (iv) any other financial disclosure or credit-quality support information or enhancement requested by the Debtors

demonstrating that such bidder has the ability to timely close the proposed Sale Transaction in accordance with these Bidding Procedures.

12. **Contingencies; No Financing or Diligence Outs**. A Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence.

13. **Identity**. The Bid must fully disclose the identity of the party submitting the Bid (and any equity holders, limited partners, or other financial backer), its full legal name, jurisdiction of incorporation or formation and its location in the Acceptable Bidder's corporate structure, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale.

14. **As-Is, Where-Is**. The Bid must include the following representations and warranties: (a) expressly state that the Acceptable Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and the Assets prior to submitting its Bid, (b) a statement that the Acceptable Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, by the Debtors, Guggenheim Securities, LLC, or the Debtors' other advisors regarding the Debtors' businesses or the Assets or the completeness of any information provided in connection therewith, except, solely with respect to the Debtors, as expressly stated in the representations and warranties contained in the Acceptable Bidder's proposed asset purchase agreement ultimately accepted and executed by the Debtors, and (c) the Acceptable Bidder's agreement to not use information obtained from the Data Room or the diligence process in connection with, or related to, any litigation or other legal actions between such Potential Bidder (including its affiliates and any related persons) and any Debtor, any current or former directors and officers of the Debtors, the Debtors' non-Debtor affiliates, and/or the Debtors' primary creditors as identified by the Debtors.

15. **Authorization**. The Bid must include evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or comparable governing body) acceptable to the Debtors with respect to the submission, execution, and delivery of its Bid and Bid Documents, participation in the Auction, and closing of the proposed transaction(s) contemplated in such Bid. The Bid shall further state that any necessary filings under applicable regulatory, antitrust, and other laws will be made in a timely manner and that payment of the fees associated therewith shall be made by the Acceptable Bidder.

16. **Disclaimer of Fees**. Each Bid (other than a Stalking Horse Bid) must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement,

"topping" or termination fee, or any other similar form of compensation. For the avoidance of doubt, no Qualified Bidder (other than a Stalking Horse Bidder) will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

17. **Time Frame for Closing**. A Bid by an Acceptable Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations in the Debtors' business judgment) to be consummated, if selected as the Successful Bid, within a time frame reasonably acceptable to the Debtors (in consultation with the Consultation Parties). The Acceptable Bidder must commit to closing the proposed Sale(s) contemplated by the Bid as soon as practicable and provide perspective on any potential regulatory issues that may arise in connection with such Acceptable Bidder's acquisition of the Assets including timing for resolution thereof; *provided* that the closing of the transaction shall not be later than the milestones set forth in the RSA.

18. **Adherence to Bidding Procedures**. Each Bid must include (a) a statement that the Acceptable Bidder has acted in good faith consistent with section 363(m) of the Bankruptcy Code; and (b) that the Bid constitutes a bona fide offer to consummate the proposed transactions, and agrees to be bound by these Bidding Procedures.

19. **Joint Bids**. No joint Bids shall be permitted unless expressly authorized by the Debtors.

20. **No Collusion**. The Acceptable Bidder must acknowledge in writing that (a) in connection with submitting its Bid, it has not engaged in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids or the Sale, specifying that it did not agree with any Acceptable Bidders or Qualified Bidders to control price; and (b) it agrees not to engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction, or the Sale.

21. **CCO/DIP Order**. All Bids must be in accordance with the terms and conditions of the any order approving the CCO/DIP Motion and the DIP Documents.

22. **Irrevocable Bid**. Each Bid must contain a statement acknowledging and agreeing that such Bid and each of its provision is binding upon the Acceptable Bidder and irrevocable in all respects.

23. **Compliance with Bidding Procedures**. Each Bid must contain a covenant that the Acceptable Bidder will comply, and has complied, in all respects with the terms of the Bidding Procedures and the Bidding Procedure Order.

24. **Other Information**. The Bid contains such other information as may be reasonably requested by the Debtors and the Consultation Parties with such requests made through the Debtors.

A Bid received that meets the above requirements, as determined by the Debtors, in consultation with their advisors, in their reasonable business judgment will constitute a "Qualified Bid" for such Assets (and the Acceptable Bidder submitting such Qualified Bid will constitute a "Qualified Bidder"); *provided* that, if the Debtors receive a Bid that does not meet the requirements for a Qualified Bid, the Debtors may provide the Acceptable Bidder with the opportunity to remedy any deficiencies before the Auction in order to render such Bid a Qualified Bid; *provided, further,* that, if any Qualified Bidder fails to comply with reasonable requests for additional information and due diligence access requested by the Debtors to the satisfaction of the Debtors, the Debtors may, after consulting with the Consultation Parties, disqualify any Qualified Bidder and Qualified Bid and such Qualified Bidder will not be entitled to attend or participate in the Auction. The Debtors may also waive or modify any of the above requirements in the exercise of their reasonable business judgment.

Notwithstanding anything to the contrary in the Bidding Procedures, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder, and the Stalking Horse Bid shall be deemed to be a Qualified Bid, such that the Stalking Horse Bidder shall not be required to submit an additional Qualified Bid. If the Stalking Horse Bid is chosen as the Successful Bid, the rights and obligations of the Stalking Horse Bidder shall be as set forth in the Stalking Horse APA. If the Stalking Horse Bid is selected as the Backup Bid (as defined below), it must remain irrevocable only for so long as is required under the Stalking Horse APA.

QUALIFIED BIDDERS

Prior to the commencement of the Auction, the Debtors shall notify each Acceptable Bidder whether such party is a Qualified Bidder. Promptly upon designating the Qualified Bidders, the Debtors shall provide the Adequate Assurance Information received from the applicable Qualified Bidder to the Consultation Parties pursuant to such Qualified Bidder's proposed transaction. If any Bid is determined by the Debtors (in consultation with the Consultation Parties) not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit on or before the date that is five business days after the Qualified Bid Deadline.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided* that any Qualified Bid may be improved at the Auction as set forth herein. Any improved

Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Each Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors (in consultation with the Consultation Parties) regarding the ability of such Qualified Bidder to consummate its contemplated transaction. Failure by a Qualified Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors (in consultation with the Consultation Parties) to determine that such bidder is no longer a Qualified Bidder or that a Bid made by such bidder is not a Qualified Bid.

The Debtors, in consultation with the Consultation Parties, will evaluate whether a Bid constitutes a Qualified Bid using any and all factors that the Debtors deem reasonably pertinent, including, without limitation, (i) the amount of the purchase price set forth in the Bid, including, for the avoidance of doubt, whether the purchase price provides for the Discharge of the DIP and Priority Obligations; (ii) the risks and timing associated with consummating a sale transaction(s) with the Acceptable Bidder; (iii) any Assets included in or excluded from the Bid, including any proposed assumed contracts; (iv) any liabilities and obligations assumed as part of the Bid; (v) the ability to obtain any and all necessary regulatory approvals for the proposed sale transaction, (vi) the net benefit to the Debtors' estates, (vii) the tax consequences of such Bid, and (viii) the impact on employees and the proposed treatment of employee obligations.

Notwithstanding anything to the contrary herein, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder at all times, and the Stalking Horse Bid shall be deemed to be a Qualified Bid at all times, such that the Stalking Horse Bidder shall not be required to submit an additional Qualified Bid. If the Stalking Horse Bid is chosen as the Successful Bid, the rights and obligations of the Stalking Horse Bidder shall be as set forth in the Stalking Horse APA. If the Stalking Horse Bid is selected as the Backup Bid (as defined below), it must remain irrevocable only for so long as is required under the Stalking Horse APA.

If no Qualified Bids, other than the Stalking Horse Bid, are received by the Qualified Bid Deadline, then the Auction will not occur, the Stalking Horse Bidder shall be deemed the Successful Bidder, and the Debtors shall immediately pursue entry of an order by the Court, in form and substance acceptable to the Stalking Horse Bidder, approving the Stalking Horse APA and authorizing the Sale to the Stalking Horse Bidder at the Sale Hearing (as defined herein).

RIGHT TO CREDIT BID

Any Qualified Bidder who has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured.

Notwithstanding anything to the contrary contained herein, the Consenting Lenders (as defined in the RSA) and ORC shall have the right to credit bid (including through a direction to the applicable agent) all or any portion of the aggregate amount of their applicable outstanding

secured obligations pursuant to section 363(k) of the Bankruptcy Code, and any such credit bid will be considered a Qualified Bid to the extent such bid is received by the Qualified Bid Deadline and complies with section 363(k) of the Bankruptcy Code; *provided* that, other than the Stalking Horse Bid, a credit bid shall not constitute a Qualified Bid if the bid does not include a cash component sufficient to pay in full, in cash, all claims for which there are valid, perfected, and unavoidable liens on any assets included in such Bid that are senior in priority to those of the party seeking to credit bid which, for the avoidance of doubt, shall include, among other things, the Discharge of the DIP and Priority Obligations and (b) comply with (i) the terms of the Intercreditor Agreements (as defined in the CCO/DIP Motion), the Super-Priority Credit Agreement, and other agreements governing the Debtors' prepetition indebtedness, as applicable, and (ii) the Bidding Procedures and the Bidding Procedures Order. For the avoidance of doubt, any credit bid of the obligations under the DIP Credit Agreement and/or the Super-Priority Credit Agreement can only be directed or otherwise undertaken through a direction by the Required Lenders (as defined in the DIP Credit Agreement and/or Super-Priority Credit Agreement, a applicable) to the Agent.

AUCTION

If one or more Qualified Bids is received by the Qualified Bid Deadline, the Debtors will conduct the Auction with respect to the Debtors' Assets. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will not conduct the Auction and will designate the Stalking Horse Bid as the Successful Bid.

Prior to the commencement of the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, as determined in the Debtors' reasonable business judgment (in consultation with the Consultation Parties) (the "Baseline Bid"), and provide copies of the Bid Documents supporting the Baseline Bid to all Qualified Bidders. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Successful Bid shall take into account any factors the Debtors (in consultation with the Consultation Parties) reasonably deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things, the following: (i) the amount and nature of the consideration, including any obligations to be assumed; (ii) the executory contracts and unexpired leases of the Debtors, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such bid; (iii) the number, type and nature of any changes to the Stalking Horse APA, as applicable, requested by each Qualified Bidder; (iv) the extent to which such modifications are likely to delay closing of the sale of the Assets and the cost to the Debtors of such modifications or delay; (v) the likelihood of the Qualified Bidder being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof; (vi) the net benefit to the Debtors' estates; and (vii) the tax consequences of such Qualified Bid.

The Auction shall take place on **April 19, 2024 at 10:00 a.m. (prevailing Central Time)**, at the offices of Latham & Watkins LLP, 811 Main Street, Suite 3700, Houston, Texas 77002, or such later date, time and location as designated by the Debtors (in consultation with the Consultation Parties), after providing notice to the following parties (collectively, the "Notice Parties"): (i) counsel to the Ad Hoc Group, (A) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 (Attn: Scott J. Greenberg, AnneElyse Scarlett Gains, Jason Zachary

Goldstein, and Robert B. Little (sgreenberg@gibsondunn.com; agains@gibsondunn.com; jgoldstein@gibsondunn.com; rlittle@gibsondunn.com)); and (B) Munsch Hardt Kopf & Harr, P.C., 700 Milam Street, Suite 800, Houston, TX 77002 (Attn: John D. Cornwell and Brenda L. Funk (jcornwell@munsch.com; bfunk@munsch.com)); (ii) counsel to ORC, (A) Debevoise & Plimpton LLP, 66 Hudson Blvd E, New York, New York 10001 (Attn: Sidney Levinson, Erica Weisgerber, and Mitch Carlson (slevinson@debevoise.com; eweisgerber@debevoise.com; mcarlson@debevoise.com)); and (B) Kelley Drye & Warren LLP, 515 Post Oak Blvd. Suite 900 Houston, TX 77027 (Attn: Sean T. Wilson (swilson@kelleydrye.com)); (iii) the United States Trustee for the Southern District of Texas; and (iv) counsel to any official committee appointed in these chapter 11 cases. In the event that the Auction cannot be held at a physical location, the Auction will be conducted via a virtual meeting (either telephonic or via videoconference).

I. Participation and Attendees

The Debtors, with the assistance of their advisors, shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of the Auction and of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid.

Only Qualified Bidders that have submitted Qualified Bids by the Qualified Bid Deadline are eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtors (in consultation with the Consultation Parties) in accordance with these Bidding Procedures. Qualified Bidders participating in the Auction must appear in person (or through a duly authorized representative), telephonically, or through a video teleconference.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the submission of any bid or the Auction and (ii) each Qualified Bid it submits at the Auction is a binding, good faith and bona fide offer to purchase the Assets identified in such bid.

II. Auction Procedures

The Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their reasonable business judgment (in consultation with the Consultation Parties):

1. **Baseline Bids**. Bidding shall commence at the amount of the Baseline Bid.

2. **Minimum Overbid**. Qualified Bidders may submit successive bids higher than the previous bid, based on and increased from the Baseline Bid for the relevant Assets (each such bid, an "Overbid"). Any Qualified Bidder's initial Overbid shall be made in increments of at least $5 million in cash, cash equivalents, or such other consideration that the Debtors deem equivalent (in consultation with the Consultation Parties). The Debtors may, in their reasonable business judgment (in consultation with the Consultation Parties),

announce increases or reductions to initial or subsequent Overbids at any time during the Auction.

3. **Highest or Best Offer**. After the first round of bidding and between each subsequent round of bidding, the Debtors (in consultation with the Consultation Parties) shall announce the bid that they believe in their reasonable business judgment to be the highest or otherwise best offer for the relevant Assets (the "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid. To the extent not previously provided (which is determined by the Debtors), a Qualified Bidder submitting a subsequent bid must submit, as part of its subsequent bid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors, in consultation with the Consultation Parties, including evidence of ready availability of funds to provide for the Discharge of the DIP and Priority Obligations, which availability is not otherwise conditioned on obtaining financing or any internal approval other than customary conditions in financing commitments) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such subsequent bid.

4. **Rejection of Bids**. The Debtors may, in their reasonable business judgment (in consultation with the Consultation Parties) reject, at any time before entry of an order of the Court approving a Qualified Bid, any bid that the Debtors determine is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (c) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.

5. **No Round-Skipping**. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment (in consultation with the Consultation Parties), such Qualified Bidder shall be disqualified from continuing to participate in the Auction for such Assets; provided that with the consent of the Consultation Parties, the Debtors may adopt and utilize the Auction procedures other than the foregoing procedure for any round of bidding.

6. **Additional Information**. The Debtors (in consultation with the Consultation Parties) shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any bid made by a Qualified Bidder during the Auction.

7. **Modification of Procedures**. The Debtors may announce at the Auction modified or additional procedures for conducting the Auction, or otherwise modify these Bidding Procedures; *provided* that at no point may the form of currency be in a form other than cash unless a hybrid offer is made that provides for sufficient cash to result in the Discharge of the DIP and Priority Obligations. All such modifications and additional rules will be communicated in advance to each of the Consultation Parties and Qualified Bidders; *provided*, that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction.

The Auction shall include open bidding in the presence of all other Qualified Bidders. All Qualified Bidders shall have the right to submit additional bids and make modifications to any prior Qualified Bid or Overbid at the Auction to improve their bids; *provided* that any Overbid made by a Qualified Bidder (including with respect to any Backup Bid) must remain open and binding on the Qualified Bidder until the earlier of (a) the closing of a Transaction for the applicable Assets pursuant to the Successful Bid and (b) 120 days after the date of the Sale Hearing, unless otherwise decided (in consultation with the Consultation Parties). The Debtors may, in their reasonable business judgment (in consultation with the Consultation Parties), negotiate with any and all Qualified Bidders participating in the Auction.

III. Adjournment of the Auction

The Debtors reserve the right, in their reasonable business judgment (in consultation with the Consultation Parties), consistent with, and subject to, any order approving the CCO/DIP Motion, the DIP Credit Agreement, and the RSA, including, without limitation, any milestones thereunder, to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt or equity funding commitments to consummate the proposed Transaction(s) at the prevailing bid amount.

SUCCESSFUL BIDDER

Immediately prior to the conclusion of the Auction, the Debtors shall (i) determine (in consultation with the Consultation Parties) consistent with these Bidding Procedures, which bid constitutes the highest or otherwise best bid for the Assets (each such bid, a "Successful Bid"); and (ii) notify all Qualified Bidders at the Auction for the Assets of the identity of the bidder that submitted the Successful Bid (each such bidder, the "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid.

The Debtors shall file a notice identifying the Successful Bidder and Backup Bidder (if selected) (the "Notice of Successful Bidder") by 5:00 p.m. (prevailing Central Time) as soon as reasonably practicable after closing of the Auction, if any, and in any event not less than 48 hours following closing of the Auction.

The Debtors' presentation of a particular Qualified Bid to the Court for approval does not constitute the Debtors' acceptance of such Qualified Bid. The Debtors will be deemed to have accepted a Bid only when the Bid has been approved by the Court at the Sale Hearing. The Debtors shall seek approval by the Court to consummate the Backup Bid, solely in the event the Successful Bidder fails to close the transaction as provided in the Successful Bid and with all rights reserved against the Successful Bidder.

Any Sale Transaction Fee[5] due to Guggenheim Securities as a result of the closing of any Sale Transaction shall be segregated and escrowed (for the exclusive benefit of Guggenheim Securities) from the proceeds of such Sale Transaction, prior to any other use or distribution of such proceeds. If any Sale Transaction is the result of a successful bid (including on account of any successful credit bid) without a cash component sufficient to pay the corresponding Sale Transaction Fee due to Guggenheim Securities in full, then any resulting unpaid portion of the Sale Transaction Fee due to Guggenheim Securities shall be segregated and escrowed (for the exclusive benefit of Guggenheim Securities) at the closing of such Sale Transaction from the available cash of the Debtors; *provided* that if the Debtors do not have sufficient cash to pay the unpaid portion of such Sale Transaction Fee in full, or any portion thereof, then the successful bidder (including on account of any successful credit bid) shall immediately set aside from its own funds and escrow (for the exclusive benefit of Guggenheim Securities) any such amount necessary to pay Guggenheim Securities such unpaid portion of the Sale Transaction Fee in full. For the avoidance of doubt, the amount and terms of any Sale Transaction Fee payable to Guggenheim Securities are subject to this Court's approval and no Sale Transaction Fee shall be paid to Guggenheim Securities absent an order of this Court approving a fee application filed on notice to parties in interest in these cases. Additionally, notwithstanding anything to the contrary in these Bidding Procedures or the Bidding Procedures Order, the foregoing may not be modified, amended, or waived without the consent of Guggenheim Securities.

BACKUP BIDDER

Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid as compared to the Successful Bid at the Auction for the Assets, as determined by the Debtors in the exercise of their reasonable business judgment (in consultation with the Consultation Parties) (the "Backup Bid"), shall be required to serve as a backup bidder (the "Backup Bidder"), and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated, *provided* that if the Stalking Horse Bidder is selected as the Backup Bid, it must remain irrevocable only for so long as is required under the Stalking Horse APA.

[5] Capitalized terms used in this paragraph and not otherwise defined herein shall have the meanings ascribed to such terms in that certain amended and restated engagement letter between Guggenheim Securities and the Debtors, dated as of February 2, 2024, effective as of October 10, 2022, and that certain amendment to the engagement letter between Guggenheim Securities and the Debtors dated February 9, 2024, copies of which are being filed in connection with the Debtors' application to retain Guggenheim Securities, LLC.

The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtors at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder.

The Backup Bid shall remain binding on the Backup Bidder until the earlier of (a) the closing of a Sale Transaction for the applicable Assets pursuant to the Successful Bid and (b) 120 days after the date of the Sale Hearing, unless otherwise decided. If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes.

The Debtors will be authorized, but not required, to consummate (in consultation with the Consultation Parties) all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party.

RETURN OF DEPOSIT

The Deposit of the Successful Bidder, if applicable, shall be applied to the purchase price of such transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more accounts on terms acceptable to the Debtors in their sole discretion and shall be returned (other than with respect to the Successful Bidder, and the Backup Bidder) on or before the date that is five (5) business days after the Auction. The Backup Bidder's Deposit shall be held in escrow until the closing of the Sale with the Successful Bidder. In the event the Successful Bidder fails to close and the Debtors opt to close on the Sale Transaction(s) set forth in the Backup Bid, the Backup Bidder's Deposit shall be applied to the purchase price of such transaction(s) at closing. In the event of a breach or failure to consummate a Sale by the Successful Bidder or the Backup Bidder, as applicable, the defaulting Successful Bidder's Deposit or Backup Bidder's Deposit, as applicable, shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder or Backup Bidder, as applicable.

CONSULTATION BY THE DEBTORS

The Debtors shall consult with the Consultation Parties as explicitly provided for in these Bidding Procedures. Each reference in these Bidding Procedures to "consultation" **(**or similar phrase) with the Consultation Parties shall mean consultation in good faith. The term "Consultation Parties" as used in these Bidding Procedures shall mean counsel to any official committee appointed in these Chapter 11 Cases. Notwithstanding the foregoing, in any situation where (i) the Stalking Horse Bidder or an affiliate thereof (including the Ad Hoc Group) is no longer a Qualified Bidder and has unequivocally revoked its Bid and waived its right submit a new Bid, the Ad Hoc Group shall be considered a Consultation Party for all purposes of these Bidding Procedures, and (ii) the Stalking Horse Bidder or an affiliate thereof (including ORC) is no longer a Qualified Bidder and has unequivocally revoked its Bid and waived its right to submit a new Bid, ORC shall be considered a Consultation Party for all purposes of these Bidding Procedures.

FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES

All rights, titles and interests in and to the Assets subject thereto shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the "Encumbrances"), subject only to the Assumed Liabilities and Permitted Encumbrances (each as defined in the Stalking Horse APA or in another Successful Bidder's purchase agreement, as applicable), if any, in accordance with Bankruptcy Code section 363(f), with such Encumbrances to attach to the net proceeds (if any) received by the Debtors from the Sale of the Assets in accordance with the Bankruptcy Code, applicable non-bankruptcy law and any prior orders of the Court.

RESERVATION OF RIGHTS

The Debtors reserve the right to, in their reasonable business judgment (in consultation with the Consultation Parties) to modify these Bidding Procedures in good faith, and consistent with, and subject to, any order approving the CCO/DIP Motion, the DIP Credit Agreement, and the RSA, including, without limitation, any milestones thereunder, to further the goal of attaining the highest or otherwise best offer for the Assets, or impose, at or prior to selection of the Successful Bidder, additional customary terms and conditions on the Sale of the Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction (if held) without further notice; (c) adding or modifying procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction and/or adjourning the Sale Hearing in open court (if held); (d) canceling the Auction or electing not to hold an Auction; (e) rejecting any or all Bids or Qualified Bids; (f) adjusting the applicable Minimum Overbid increment, including by requesting that Qualified Bidders submit last or final bids on a "blind basis"; and (g) other than with respect to the Stalking Horse APA, selecting a draft purchase agreement agreed to by a Qualified Bidder in connection with a Qualified Bid to serve as the purchase agreement that will be executed by the Successful Bidder or Successful Bidders, as applicable, and with any necessary adjustments for the assets and liabilities being purchased and assumed, upon conclusion of the Auction, if held (provided, it is understood that, notwithstanding this Reservation of Rights or anything else in these Bidding Procedures, the final paragraph of the Successful Bidder section above may not be modified, amended, or waived without the consent of Guggenheim Securities). The Debtors shall provide reasonable notice of any such modification to any Qualified Bidder, including the Stalking Horse Bidder.

CONSENT TO JURISDICTION

All Interested Parties, Prospective Bidders, Acceptable Bidders and Qualified Bidders shall be deemed to have consented to the exclusive jurisdiction of the Court for any and all matters related to, or in connection with, the Bidding Procedures, including, without limitation, any finding or determination that the Ad Hoc Group constitutes the "Required Lenders" as defined in the DIP Credit Agreement and/or the Super-Priority Credit Agreement and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures, any credit bid, and/or the Bid Documents, as applicable.

SALE HEARING

A hearing to consider approval of the sale of the Debtors' Assets to the Successful Bidder(s), Backup Bidder(s) (if applicable), or to approve the Stalking Horse APA if no Auction is held (the "Sale Hearing"), is currently scheduled to take place on **April 30, 2024 at 10:00 a.m. (prevailing Central Time)**, before the Honorable Judge Lopez at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom No. 401, Houston, Texas 77002.

Consistent with, and subject to, any order approving the CCO/DIP Motion, the DIP Credit Agreement, and the RSA, including, without limitation, any milestones thereunder, **t**he Sale Hearing may be continued to a later date by the Debtors (in consultation with the Consultation Parties) by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party (including the Stalking Horse Bidder).

At the Sale Hearing, the Successful Bidder(s) and the Backup Bidder(s) must acknowledge on the record at the start of the hearing that in connection with submitting their Bids, they did not engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction or the Sale, specifying that they did not agree with any Interested Parties, Prospective Bidders, Acceptable Bidders or Qualified Bidders to control the price or any other terms of the Sale.

Objections to the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code to the Successful Bidder(s) and/or a Backup Bidder, as applicable, any of the relief requested in the motion, and entry of any order approving the sale (the "Sale Order") must (i) be in writing and specify the nature of such objection, (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and all orders of the Court entered in these Chapter 11 Cases, (iii) be filed with the Court by (a) **April 12, 2024 at 4:00 p.m. (prevailing Central Time)** (the "Sale Objection Deadline") or (b) with respect to objections solely related to the identity of the Successful Bidder(s) (other than the Stalking Horse Bidder) or adequate assurance of future performance by the Successful Bidder(s), the **earlier of (1) four (4) calendar days following the filing of the Notice of Successful Bidder, and (2) 12:00 p.m. (prevailing Central Time) one day prior to the date of the Sale Hearing** (the "Post-Auction Objection Deadline"), and (iv) be served upon the following parties (collectively, the "Objection Notice Parties"): (a) proposed co-counsel to the Debtors: (1) Latham & Watkins, LLP, 1271 Avenue of the Americas, New York, New York 10020 (Attn: George A. Davis (george.davis@lw.com), George Klidonas (george.klidonas@lw.com), Adam Ravin (adam.ravin@lw.com) and Liza Burton (liza.burton@lw.com)); and (2) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002 (Attn: Timothy A. ("Tad") Davidson II (taddavidson@HuntonAK.com) and Ashley L. Harper (ashleyharper@HuntonAK.com)); (b) counsel to the Ad Hoc Group, (1) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 (Attn: Scott J. Greenberg, AnneElyse Scarlett Gains, Jason Zachary Goldstein, and Robert B. Little (sgreenberg@gibsondunn.com; agains@gibsondunn.com; jgoldstein@gibsondunn.com; rlittle@gibsondunn.com)); and (2) Munsch Hardt Kopf & Harr, P.C., 700 Milam Street, Suite 800, Houston, TX 77002 (Attn: John D. Cornwell and Brenda L.

Funk (jcornwell@munsch.com; bfunk@munsch.com)); (c) counsel to ORC, (1) Debevoise & Plimpton LLP, 66 Hudson Blvd E, New York, New York 10001 (Attn: Sidney Levinson, Erica Weisgerber, and Mitch Carlson (slevinson@debevoise.com; eweisgerber@debevoise.com; mcarlson@debevoise.com)); and (2) Kelley Drye & Warren LLP, 515 Post Oak Blvd. Suite 900 Houston, TX 77027 (Attn: Sean T. Wilson (swilson@kelleydrye.com)); (d) counsel to any statutory committee appointed in these Chapter 11 Cases; (e) the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee"), 515 Rusk Street, Suite 3516, Houston, Texas 77002; and (f) any Successful Bidders (or, if no Successful Bidder has been selected for any Assets, the Stalking Horse Bidder).

FIDUCIARY OUT

Nothing in these Bidding Procedures will require the board of directors, board of managers, or such similar governing body of a Debtor or any of its Debtor or Non-Debtor Affiliates to take any action, or to refrain from taking any action, with respect to the Bidding Procedures, to the extent such board of directors, board of managers, or such similar governing body reasonably determines in good faith, after consultation with their outside counsel, that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

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Exhibit F

Cash Collateral Order

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

In re:	§	Chapter 11
ROBERTSHAW US HOLDING CORP, *et al.*,	§	Case No. 24-90052 (CML)
Debtors.[1]	§	(Jointly Administered)

INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PREPETITION FIRST OUT SUPER-PRIORITY SECURED PARTIES; (III) MODIFYING AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-referenced debtors, as debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Cases**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), and the Procedures for Complex Cases in the Southern District of Texas, seeking, among other things:

(a) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code to (i) use cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, and all other Prepetition Collateral (as defined in the Motion), solely in accordance with the terms of this interim order (together with all annexes and exhibits hereto, the "**Interim Order**"), and (ii) grant adequate

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[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

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

protection to the Prepetition First Out Super-Priority Secured Parties (as defined below) as set forth herein;

(b) modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

(c) except to the extent of the Carve Out (as defined herein), and subject to entry of the Final Order (as defined herein), the waiver of all rights to surcharge any Prepetition Collateral or Collateral (as defined herein) under section 506(c);

(d) to the extent set forth herein and subject to entry of the Final Order, for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to any of the Prepetition Super-Priority Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or Collateral under section 552(b) of the Bankruptcy Code or any other applicable principle of equity or law;

(e) that this Court schedule a final hearing (the "**Final Hearing**") to consider entry of a final order granting the relief requested (i) in this Interim Order on a final basis and (ii) to incur certain debtor-in-possession financing pursuant to a superpriority, senior secured and priming debtor-in-possession term loan credit facility as described in the Motion (the "**Final Order**");

(f) waiver of any applicable stay with respect to the effectiveness and enforceability of this Interim Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

(g) granting related relief;

and the Interim Hearing having been held by the Court on February 15, 2024; pursuant to Bankruptcy Rule 4001 and Local Rule 2002-1, notice of the Motion and the relief sought therein having been given by the Debtors as set forth in this Interim Order; and the Court having considered the *Declaration of John Hewitt in Support of Chapter 11 Petitions and First Day Pleadings,* the *Declaration of Stephen Spitzer in Support of Chapter 11 Petitions and First Day Pleadings,* the *Declaration of Randall S. Eisenberg in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order*, the *Declaration of Brendon Phillips in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order*, the Approved Budget (as defined herein), the offers of proof, evidence adduced, and the statements of counsel at the Interim Hearing; and the Court having considered the interim relief requested in the Motion; and it appearing to the Court that granting the relief

sought in the Motion on the terms and conditions herein contained is necessary and essential to avoid irreparable harm to the Debtors and their estates, that authorizing the Debtors to use Cash Collateral as contemplated herein will enable the Debtors to preserve the value of the Debtors' businesses and assets, that such relief is fair and reasonable, and that entry of this Interim Order is in the best interest of the Debtors and their respective estates and creditors; and due deliberation and good cause having been shown to grant the relief sought in the Motion;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. ***Petition Date***. On February 15, 2024 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

B. ***Debtors in Possession***. Each Debtor has continued with the management and operation of its respective businesses and properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Cases.

C. ***Jurisdiction and Venue***. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of Texas dated May 24, 2012. Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. ***Committee***. As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the "**Committee**").

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

E. ***Debtors' Stipulations***. Subject only to the rights of parties in interest specifically set forth in paragraph 19 of this Interim Order (and subject to the limitations thereon contained in such paragraph), the Debtors admit, stipulate and agree that (collectively, paragraphs E.1E.1 through E.8 below are referred to herein as the "**Debtors' Stipulations**"):

1. ***Super-Priority Credit Agreement.*** Under that certain Super-Priority Credit Agreement, dated as of May 9, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Super-Priority Credit Agreement**," and together with all other documentation executed in connection therewith, including, without limitation, the Collateral Documents and all other Loan Documents (each as defined in the Super-Priority Credit Agreement) executed in connection therewith, the "**Super-Priority Credit Documents**"), among Robertshaw US Holding Corp. (the "**Borrower**"), Range Parent, Inc. ("**Holdings**") and certain of the other Debtors as borrowers and guarantors (together with the Borrower and Holdings, collectively, the "**Prepetition Super-Priority Loan Parties**"), Delaware Trust Company ("**Delaware Trust**"), as administrative and collateral agent (in such capacities and including any successors thereto, the "**Prepetition Super-Priority Administrative Agent**"), for its own benefit and that of the lenders, and the lenders from time to time party thereto (such lenders, the "**Prepetition Super-Priority Lenders**," and together with the Prepetition Super-Priority Administrative Agent and each of the other Secured Parties (as defined in the Super-Priority Credit Agreement), the "**Prepetition Super-Priority Secured Parties**"), the Borrower was provided with a first-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition First Out Term Loans**"), a second-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition Second Out Term Loans**"), a third-out term loan facility (the loans borrowed thereunder, the "**Prepetition Third Out Term Loans**"), a fourth-out term loan facility (the loans

borrowed thereunder, the "**Prepetition Fourth Out Term Loans**"), and a fifth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fifth Out Term Loans**").[4]

(a) ***Prepetition First Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition First Out Term Loans (the "**Prepetition First Out Super-Priority Secured Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate unpaid principal amount of not less than $218,411,857.26 on account of First-Out New Money Term Loans (as defined in the Super-Priority Credit Agreement, the "**First-Out New Money Term Loans**"), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents in respect

[4] Pursuant to the Super-Priority Credit Documents and the Super-Priority Security Documents, the Prepetition First Out Liens, Prepetition Second Out Liens, Prepetition Third Out Liens, Prepetition Fourth Out Liens, and the Prepetition Fifth Out Liens (each as defined herein) constitute one lien in the "Collateral" (as defined in the Super-Priority Security Documents, and together with any other property of any of Debtors granted or pledged pursuant to any of the Super-Priority Security Documents or otherwise to secure the Prepetition Super-Priority Indebtedness (as defined herein) the "**Collateral**").

of the First-Out New Money Loans (clauses (x) and (y), collectively, the "**Prepetition First Out Indebtedness**").

(ii). *Collateral Securing Prepetition First Out Indebtedness*. In connection with the Super-Priority Credit Agreement, certain of the Debtors entered into the Collateral Documents (as defined in the Super-Priority Credit Agreement and referred to herein as the "**Super-Priority Security Documents**"). Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition First Out Indebtedness is secured by a valid, binding, perfected, and enforceable first-priority security interest in and lien on (such security interest and lien, the "**Prepetition First Out Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition First Out Liens and Prepetition First Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition First Out Liens encumber all of the Collateral, as the same existed on the Petition Date; (2) the Prepetition First Out Liens are a valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral, and the Prepetition First Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Second Out Parties, Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties (each as defined

below); (3) the Prepetition First Out Liens are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the Prepetition First Out Super-Priority Secured Parties as of the Petition Date by operation of law or permitted by the Prepetition Documents (as defined below) (such liens, the "**Permitted Prior Liens**"); (4) the Prepetition First Out Liens were granted for the benefit of the Prepetition First Out Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition First Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition First Out Liens or Prepetition First Out Indebtedness exist, and no portion of the Prepetition First Out Liens or Prepetition First Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments,

counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition First Out Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition First Out Indebtedness, or the Prepetition First Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements (as defined herein) or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings (as defined in the RSA (as defined herein)).

(b) ***Prepetition Second Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Second Out Term Loans (the "**Prepetition Second Out Parties**") pursuant to the Super-Priority Credit Documents,

without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $381,193,571.32 on account of Second-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Second Out Indebtedness**").

(ii). *Collateral Securing Prepetition Second Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Second Out Indebtedness is secured by a valid, binding, perfected, and enforceable second-priority security interest (such security interest and lien, the "**Prepetition Second Out Lien**") in and lien on the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Second Out Liens and Prepetition Second Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition

Second Out Liens encumber all of the Collateral, as the same existed on the Petition Date; (2) the Prepetition Second Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Second Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Second Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Second Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Second Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness exist, and no portion of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset,

contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition Second Out Indebtedness, or the Prepetition Second Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(c) ***Prepetition Third Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured

Parties holding Prepetition Third Out Term Loans (the "**Prepetition Third Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $72,826,885.56 on account of Third-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Third Out Indebtedness**").

(ii). *Collateral Securing Prepetition Third Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Third Out Indebtedness is secured by a valid, binding, perfected, and enforceable third-priority security interests in and lien on (such security interest and lien, the "**Prepetition Third Out Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Third Out Liens and Prepetition Third Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Third Out Liens encumber all of the Prepetition Third Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Third Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Third Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Third Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Third Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Third Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness exist, and no portion of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment,

set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition Third Out Indebtedness, or the Prepetition Third Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(d) ***Prepetition Fourth Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fourth Out Term Loans (the "**Prepetition Fourth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $22,824,860.67 on account of Fourth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fourth Out Indebtedness**").

(ii). *Collateral Securing Prepetition Fourth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fourth-priority security interest in and lien on (such security interest and lien, the "**Prepetition Fourth Out**

Liens") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Fourth Out Liens and Prepetition Fourth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fourth Out Liens encumber all of the Prepetition Fourth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Fourth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fourth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Fourth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fourth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fourth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness exist, and no

portion of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness, or the Prepetition Fourth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and

effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(e) ***Prepetition Fifth Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fifth Out Term Loans (the "**Prepetition Fifth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $29,184,931.84 on account of Fifth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fifth Out Indebtedness**" and, together with the Prepetition First Out Indebtedness, the Prepetition Second Out Indebtedness, the Prepetition Third Out Indebtedness, the Prepetition Fourth Out Indebtedness, the "**Prepetition Super-Priority Indebtedness**").

(ii). *Collateral Securing Prepetition Fifth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fifth-priority security interests in and lien on (such security interests and liens, the "**Prepetition Fifth Out Liens**" and, together with the Prepetition First Out Liens, the Prepetition Second Out Liens, the Prepetition Third Out Liens, the Prepetition Fourth Out Liens, the "**Prepetition Super-Priority Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Fifth Out Liens and Prepetition Fifth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fifth Out Liens encumber all of the Prepetition Fifth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Fifth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fifth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties; (3) the Prepetition Fifth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fifth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an

inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fifth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness exist, and no portion of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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

their loans under the Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness, or the Prepetition Fifth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

2. ***Sixth Out Facility.***

(a) *Sixth Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Sixth Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Sixth Out Lenders**" and, together with the Sixth Out Administrative Agent and each of the other Secured Parties (as defined in the Sixth Out Credit Agreement), the "**Prepetition Sixth Out Parties**") are parties to that certain First Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Sixth Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents, and all other Loan Documents (each as defined in the Sixth Out Credit Agreement) executed in connection therewith, the "**Sixth Out Credit Documents**"). As used herein, the "**Prepetition Sixth Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the

Subsidiary Guarantors (as defined in the Sixth Out Credit Agreement), and any other Guarantor (as defined in the Sixth Out Credit Agreement).[5]

3. ***Seventh Out Facility.***

(a) *Seventh Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Seventh Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Seventh Out Lenders**" and, together with the Seventh Out Administrative Agent and each of the other Secured Parties (as defined in the Seventh Out Credit Agreement), the "**Prepetition Seventh Out Parties**") are parties to that certain Second Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Seventh Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents, and all other Loan Documents (each as defined in the Seventh Out Credit Agreement) executed in connection therewith, the "**Seventh Out Credit Documents**"). As used herein, the "**Prepetition Seventh Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the Subsidiary Guarantors (as defined in the Seventh Out Credit Agreement), and any other Guarantor (as defined in the Seventh Out Credit Agreement).[6]

4. *Supplier Financing Facility.* Robertshaw Controls Company and Deutsche Bank AG New York Branch (the "**Prepetition Supplier Financing Provider**") are parties to that

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[5] Pursuant to the Sixth Out Credit Documents, the Prepetition Sixth Out Term Loans are secured by one lien in the Collateral.

[6] For the avoidance of doubt and pursuant to the Seventh Out Credit Documents, the Prepetition Seventh Out Term Loans are secured by one lien in the Collateral.

certain Supplier Financing Agreement, dated as of October 12, 2018 (as may be amended, restated, or otherwise modified from time to time, the "**Supplier Financing Agreement**" and, together with all other documentation executed in connection therewith, the "**Supplier Financing Documents**"), pursuant to which Robertshaw Controls Company agrees to sell to the supplier financing provider accounts receivable owing to it by certain customers.

5. *FGI Mexican Promissory Note.* Robertshaw Controls Company entered into that certain Promissory Note (as amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition FGI Mexican Promissory Note**") in favor of FGI Equipment Finance LLC ("**FGI**" or "**Equipment Financing Provider**" and, together with the Prepetition Super-Priority Lenders, the Prepetition Sixth Out Lenders, the Prepetition Seventh Out Lenders and the Supplier Financing Provider, collectively, the "**Prepetition Lenders**"). Pursuant to the Prepetition FGI Mexican Promissory Note, Robertshaw Controls Company borrowed, and non-debtor affiliate Controles Latinoamericanos, S de RL de C.V. ("**Controles LA**") guaranteed, $16 million to be repaid to FGI in equal monthly installments through December 1, 2028. The Prepetition FGI Mexican Promissory Note is secured by first-priority liens on certain manufacturing equipment, owned by Robertshaw Controls Company, at the Company's manufacturing facility in Matamoros, Mexico (the "**Prepetition Mexican Equipment Liens**"), as well as a mortgage lien on the real property owned by Controles LA. As of the Petition Date, the aggregate outstanding principal under the Prepetition FGI Mexican Promissory Note was $13.2 million.

6. *Cash Collateral.* All of the Debtors' cash constitutes cash collateral of the Prepetition Super-Priority Secured Parties within the meaning of Bankruptcy Code section 363(a) (the "**Cash Collateral**"), including amounts generated by the collection of Prepetition Collateral,

including but not limited to accounts receivable and inventory, all other cash proceeds of the Prepetition Collateral and amounts now or hereafter held in any of the Debtors' banking, checking, or other deposit accounts as of the Petition Date or amounts deposited or transferred into the Debtors' banking, checking, or deposit accounts after the Petition Date, and subject in all respects to the priorities set out in the Intercreditor Agreements.

7. *Bank Accounts.* The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors have either opened or maintain any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

8. *Intercreditor Agreements.*

(a) *Super-Priority Intercreditor Agreement*. Holdings, the Borrower, and Delaware Trust are party to that certain Super-Priority Intercreditor Agreement, dated as of May 9, 2023 (as amended, restated, or otherwise modified from time to time, the "**Super-Priority Intercreditor Agreement**"), which governs, among other things, the rights, interests, obligations, priority, and positions of the Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties, and the Prepetition Seventh Out Parties.

(b) *First and Second Lien Intercreditor Agreement.* Holdings, the Borrower, and Delaware Trust are party to that certain Second Lien Intercreditor Agreement, dated as of February 28, 2018 (as amended, restated, or otherwise modified from time to time, including by the Representative Supplement No. 1, dated as of May 9, 2023, the "**First and Second Lien Intercreditor Agreement**" and, together with the Super-Priority Intercreditor Agreement, the "**Intercreditor Agreements**"). The First and Second Lien Intercreditor Agreement governs, among other things, the respective rights, interests, obligations, priority, and positions of the

Prepetition Sixth Out Parties and Prepetition Seventh Out Parties with respect to the Prepetition Collateral.

(c) Each of the Prepetition Super-Priority Loan Parties, Prepetition Sixth Out Loan Parties, and the Prepetition Seventh Out Loan Parties are parties to or otherwise acknowledged and agreed to, and are bound by, the Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements) shall (i) remain in full force and effect; (ii) continue to govern the relative obligations, priorities, rights and remedies of (x) the Prepetition Super-Priority Secured Parties, the Prepetition Lenders in the case of the Super-Priority Intercreditor Agreement, and (y) the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties in the case of the First and Second Lien Intercreditor Agreement; and (iii) not be deemed to be amended, altered or modified by the terms of this Interim Order unless expressly set forth herein or therein.

F. ***Adequate Protection.*** Pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties are entitled to adequate protection of their respective interests in the Prepetition Collateral, including the Cash Collateral, to the extent of any diminution in value of their respective interests in the Prepetition Collateral resulting from and subject to the Carve Out, as well as, among other things, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code ("**Diminution in Value**"). The foregoing shall not, nor shall any provision of this Interim Order be construed as, a determination

or finding that there has been or will be any Diminution in Value of the Prepetition Collateral (including Cash Collateral) and the rights of all parties as to such issues are hereby preserved.

G. ***Need to Use Cash Collateral***. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and have an immediate need to obtain use of the Prepetition Collateral, including the Cash Collateral (subject to the Carve Out and in compliance with the Approved Budget (as defined below)) in order to, among other things: (a) permit the orderly continuation of their businesses; (b) pay certain adequate protection payments; and (c) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors and their non-Debtor affiliates. The Debtors do not have sufficient available sources of working capital to operate their businesses or maintain their properties in the ordinary course of business without the authorized use of Cash Collateral. An immediate and critical need exists for the Debtors to use the Cash Collateral, consistent with the Approved Budget, through the date of the Final Hearing, for working capital purposes, other general corporate purposes of the Debtors, and the satisfaction of costs and expenses of administering the Cases. The ability of the Debtors to obtain liquidity through the use of the Cash Collateral is vital to the Debtors and their efforts to maximize the value of their estates. Absent entry of this Interim Order, the Debtors' estates and restructuring efforts will be immediately and irreparably harmed.

H. ***Notice***. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

I. ***Consent.***

(a) The Consenting Lenders (as defined in the RSA), which as of the Petition Date collectively hold more than 50% of the sum of the Prepetition First Out Term Loans and

Prepetition Second Out Term Loans and, solely upon entry of this Interim Order by the Court, have consented to the Debtors' use of the Prepetition Collateral (including Cash Collateral), solely in accordance with and subject to the terms and conditions of this Interim Order. This Interim Order shall supersede any order by any other court of competent jurisdiction which would prohibit any consent or action of the Consenting Lenders hereunder.

(b) The Prepetition Super-Priority Secured Parties (other than the Consenting Lenders) and the Prepetition Lenders have consented to or are deemed to consent under the applicable Prepetition Documents and Intercreditor Agreements to the Debtors' use of Cash Collateral, subject to the terms and conditions provided for in this Interim Order.

J. ***Relief Essential; Best Interest***. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The relief requested in the Motion (and as provided in this Interim Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses, the administration of these Cases, and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the Debtors' estates that the Debtors be allowed to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

K. ***Arm's Length, Good Faith Negotiations***. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Super-Priority Secured Parties. The Prepetition Super-Priority Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the use of Cash Collateral, including in respect of the granting of the Adequate Protection Liens (as defined below) and all documents related to and all transactions contemplated by the foregoing.

Now, therefore, upon the record of the proceedings heretofore held before this Court with respect to the Motion, the evidence adduced at the Interim Hearing, and the statements of counsel thereat, and based upon the foregoing findings and conclusions,

IT IS HEREBY ORDERED THAT:

1. ***Motion Granted.*** The Motion is granted on an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. ***Objections Overruled.*** Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled and all reservations of rights included therein, are hereby denied and overruled with prejudice in all respects.

3. ***Authorization to Use Cash Collateral; Budget.***

(a) *Authorization*. Subject to the terms and conditions of this Interim Order, the Court hereby authorizes the Debtors' use of Cash Collateral during the period beginning with the Petition Date and ending on a Termination Date (as defined below), in each case, solely and exclusively in a manner consistent with this Interim Order and the Approved Budget, and for no other purposes.

(b) *Approved Budget; Budget Period*. As used in this Interim Order: (i) "**Approved Budget**" means the 5-week budget attached as Exhibit 1 to this Interim Order, as such Approved Budget may be modified from time to time by the Debtors solely with the prior written consent of the Ad Hoc Group (as defined below) in its sole discretion as set forth in this paragraph and this Interim Order; and (ii) "**Budget Period**" means the initial four-week (4-week) period set forth in the Approved Budget, and each rolling four-week period thereafter.

(c) *Budget Testing*. The Debtors may use Cash Collateral strictly in accordance with the Approved Budget, subject only to Permitted Variances (as defined below). Beginning with the first full week after the Petition Date, Permitted Variances shall be reported by no later than the Thursday following each Friday (each such reporting date, a "**Testing Date**"). On or before 5:00 p.m. (prevailing Central time) on each Testing Date, the Debtors shall prepare and deliver to the Prepetition Super-Priority Administrative Agent, the Ad Hoc Group, and the Ad Hoc Group Advisors (as defined below), in form and substance reasonably satisfactory to the Ad Hoc Group, a variance report (the "**Variance Report**") setting forth: (i) the Debtors' actual disbursements (the "**Actual Disbursements**") on an aggregate basis during the week preceding the applicable Testing Date; (ii) the Debtors' actual cash receipts (the "**Actual Cash Receipts**") excluding, for the avoidance of doubt, any intercompany transactions, on an aggregate basis during the week preceding the applicable Testing Date; (iii) the (x) amounts set forth in the Approved Budget under "Professional Fees," (y) amounts set forth in the Approved Budget under "Debt Service," in each case, ending on the applicable Reporting Date, and (z) amounts set forth in the Approved Budget under "First Day Motion Payments"; (iv) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the prior week of the Actual Cash Receipts and the Actual Disbursements for such prior week to the amount of the Debtors' projected cash receipts set forth in the Approved Budget for such prior week and the Debtors' projected disbursements, respectively, set forth in the Approved Budget for such prior week; and (v) as to each variance contained the Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any material variance.

(d) *Permitted Variances and Minimum Liquidity Amount*. The Debtors shall not permit as of any Testing Date, the Prepetition Super-Priority Loan Parties' Actual Disbursements for the week preceding the applicable Testing Date to be more than 115% of the projected disbursements in the aggregate as set forth in the Approved Budget over such time period (such deviations from the applicable projected amounts set forth in the Approved Budget, the "**Permitted Variances**"); *provided* that the cash disbursements considered for determining compliance with this covenant shall exclude the Debtors' disbursements in respect of (y) the restructuring professional fees (including, without limitation, fees and expenses of the advisors to the Debtors, the Committee, and the Ad Hoc Group Advisors), and (z) U.S. Trustee's fees and (ii) the Debtors' unrestricted cash and cash equivalents ("**Liquidity**") to be less than $2,000,000 at the end of any week (such amount, the "**Minimum Liquidity Amount**") .

(e) *Proposed Budget Reporting*. By no later than 5:00 p.m. (prevailing Central Time) on the fifth (5th) business day before the end of each Budget Period, the Debtors shall deliver to the Ad Hoc Group Advisors a rolling 13-week cash flow forecast of the Debtors in the form of the budget agreed to by Ad Hoc Group (each, a "**Proposed Budget**"). The Ad Hoc Group shall be deemed to have approved of any such Proposed Budget unless the Ad Hoc Group shall have objected thereto in writing (with email to the Debtors' counsel being sufficient) to the Debtors within five (5) business days after receipt thereof. In the event that the Ad Hoc Group objects to the most recently delivered Proposed Budget, the prior Approved Budget shall remain in full force and effect. The Debtors may, upon five (5) business days written notice to the Ad Hoc Group (with email to the Ad Hoc Group's counsel being sufficient), request an immediate hearing with the Court to seek Court approval of the Proposed Budget to be deemed an Approved Budget for purposes of this Interim Order. When required under the terms of this Interim Order, the objection

or approval of the Ad Hoc Group shall mean the consent of the Required Consenting Lenders (as defined in the RSA),[7] and such consent or approval may be communicated via email to the Debtor or its professionals by the Ad Hoc Group Advisors.

(f) *Miscellaneous*. For the avoidance of doubt, except as otherwise set forth in the Approved Budget, Cash Collateral may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses and/or any other amounts of any non-Debtor entity.

4. ***Adequate Protection for the Prepetition First Out Super-Priority Secured Parties.***

(a) Subject only to the Carve Out and the terms of this Interim Order, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition First Out Super-Priority Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case for the Diminution in Value of such interests, resulting from, among other things, the Carve Out, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the other Prepetition First Out Super-Priority Secured Parties, is hereby granted the following:

(b) *Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), and subject in all cases to the Carve Out, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements,

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[7] The "**RSA**" means that certain Restructuring Support Agreement dated as of February 14, 2024 by and among the Debtors, the Sponsor (as defined therein), and the consenting lenders party thereto.

mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, first-priority senior (except as otherwise provided in this paragraph below with respect to the Permitted Prior Liens and the Carve Out), additional and replacement security interests in and liens on (all such liens and security interests, the "**Adequate Protection Liens**"): (i) the Prepetition Collateral; and (ii) all of the Debtors' other now-owned and hereafter-acquired real and personal property, assets and rights of any kind or nature, wherever located, whether encumbered or unencumbered, including, without limitation, a 100% equity pledge of any first-tier foreign subsidiaries and unencumbered assets of the Debtors, if any, and all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, 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 (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition

Date), and any and all proceeds, products, rents, and profits of the foregoing (all property identified in this paragraph being collectively referred to as the "**Collateral**"), subject only to the Permitted Prior Liens and the Carve Out, in which case the Adequate Protection Liens shall be immediately junior in priority to such Permitted Prior Liens and to the Carve Out; notwithstanding the foregoing, the Collateral shall exclude the Carve Out Reserves (as defined herein) and all claims and causes of action arising under any section of chapter 5 of the Bankruptcy Code other than claims and causes of action arising under section 549 of the Bankruptcy Code (the "**Avoidance Actions**"), but, subject to entry of a Final Order, shall include any and all proceeds of and other property that is recovered or becomes unencumbered as a result of (whether by judgment, settlement, or otherwise) any Avoidance Action.

(c) *Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Debtors are authorized to grant, and hereby deemed to have granted effective as of the Petition Date, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**Adequate Protection Superpriority Claims**"), junior only to the Carve Out. Subject to the Carve Out, the Adequate Protection Superpriority Claims shall not be junior or *pari passu* to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b),

506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code.

(d) *Fees and Expenses*. As additional adequate protection, the Debtors shall, and are authorized and directed to, pay in full in cash and in immediately available funds: (i) within one (1) business day after the Debtors' receipt of invoices therefor, the professional fees, expenses and disbursements (including, but not limited to, the professional fees, expenses and disbursements of counsel and other third-party consultants and/or experts, including financial advisors) incurred prior to the Petition Date by (A) the ad hoc group of certain holders of the Debtors' Prepetition Super-Priority Indebtedness (the "**Ad Hoc Group**") represented by the Ad Hoc Group Advisors (including, without limitation, reasonable fees, expenses and disbursements incurred by Houlihan Lokey, as financial advisor, Gibson, Dunn & Crutcher LLP, as primary counsel, O'Melveny & Myers LLP, as litigation counsel, and Munsch Hardt Kopf & Harr P.C., as local counsel, collectively, the "**Ad Hoc Group Advisors**"), and (B) the Prepetition Super-Priority Administrative Agent; and (ii) subject to paragraph 2526, the reasonable fees and expenses incurred on and after the Petition Date by the Ad Hoc Group Advisors, and by or on behalf of the Prepetition Super-Priority Administrative Agent (including, without limitation, professional fees, expenses and disbursements of counsel), which shall be submitted on a monthly basis and paid within five (5) business days of the Debtors' receipt of invoices therefor ((i) and (ii) collectively, the "**Adequate Protection Payments**"). Notwithstanding the foregoing, the Ad Hoc Group may retain such other professionals as are reasonably necessary in connection with the Cases, on advance notice to and with the consent (not to be unreasonably withheld) of the Debtors (to the extent reimbursement from the Debtor is sought), and in such circumstance, such additional professionals shall be deemed to be Ad Hoc Group Advisors for purposes of this Interim Order.

For the avoidance of doubt, the payment of Adequate Protection Payments pursuant to paragraph 4 of this Interim Order shall be without prejudice to the rights of any of the Prepetition Super-Priority Secured Parties to assert such payments should be recharacterized or reallocated pursuant to the Bankruptcy Code as payments of principal. None of the foregoing fees, expenses and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(e) *Miscellaneous*.

(i) Except for (x) the Carve Out and (y) as otherwise provided in this paragraph 4, the Adequate Protection Liens and Adequate Protection Superpriority Claims granted to the Prepetition Super-Priority Secured Parties pursuant to this Interim Order shall not be subject, junior, or *pari passu*, to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

(ii) The Adequate Protection Liens are deemed automatically perfected as of the Petition Date without the necessity of recording same and without further notice or order. The Prepetition Super-Priority

Administrative Agent shall not be required to file any UCC financing statements or other instruments (or to take any other action) to perfect such Adequate Protection Liens.

(iii) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified to the extent necessary to permit the Prepetition Super-Priority Administrative Agent to perform any act authorized or permitted under or by virtue of this Interim Order including, without limitation, to take any act to create, validate, evidence, attach or perfect any the Adequate Protection Liens and to receive any payments expressly authorized by this Interim Order with respect to the Prepetition Super-Priority Indebtedness or adequate protection.

(f) *Reporting Requirements*. As additional adequate protection to the Prepetition First Out Super-Priority Secured Parties, the Prepetition Super-Priority Loan Parties shall comply with all reporting requirements set forth in the Super-Priority Credit Agreement and shall provide, subject to any applicable limitations set forth below, to the (i) Ad Hoc Group, (ii) the Ad Hoc Group Advisors, (iii) ORC (as defined in the RSA) and (iv) Debevoise & Plimpton LLP, as primary counsel, and Kelley Drye & Warren LLP, as local counsel to ORC (together, the "**ORC Advisors**"):

(i) weekly (or with such other frequency as may be agreed to between the Debtors and their advisors, on the one hand, and the Ad Hoc Group and ORC, on the other hand) 1-hour calls with the Ad Hoc

Group (as to public information) and the Ad Hoc Group Advisors and the ORC Advisors (as to public and non-public information) with respect to (1) business updates, (2) the Debtors' discussions with any potential financing party or acquirer, and (3) the status of any material litigation, litigation claims, and other claims, and (4) any other updates in form and scope reasonably agreed by the Debtors, on the one hand, and the Ad Hoc Group and ORC, on the other hand;

(ii) at the times specified in paragraph 3(c) hereof, the Variance Report required by paragraph 3(c)3(c) hereof;

(iii) a copy of each update to the Debtors' business plan as soon as reasonably practicable after it becomes available, together with a reconciliation to the prior business plan;

(iv) timely delivery of each Proposed Budget as set forth in this Interim Order;

(v) notice of the occurrence of the Debtors' Liquidity falling below the Minimum Liquidity Amount at the end of any week and the amount of such Liquidity as of such time;

(vi) access for the Ad Hoc Group Advisors and the ORC Advisors to any data room established in connection with third-party diligence commenced in connection with any sale of one or more of the Debtors or its assets; and

(vii) as soon as reasonably practicable after written request from the Ad Hoc Group Advisors or the ORC Advisors, as applicable, reasonable access to, as relevant, any consultant, turnaround management, broker or financial advisory firm retained by any Debtor in any of the Cases, and if requested, copies of all retention agreements for each such consultant; provided, that, for the avoidance of doubt, nothing herein shall or shall be construed to create any obligation on (x) the Debtors or their advisors to furnish to or discuss with the Ad Hoc Group, Ad Hoc Group Advisors, ORC, or the ORC Advisors any materials (whether prepared by the Debtors' financial or legal advisors or otherwise) or other information subject to any attorney-client or other client privilege or confidentiality obligations or (y) any of the Debtors advisors' to disclose any information or otherwise take or refrain from taking any action, absent an express contractual requirement to do so under their respective engagement agreements with the Debtors.

(g) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the Debtors' cash management motion. The Debtors shall not use, sell, or lease any assets with an aggregate fair market value in excess of $500,000 in any single transaction or series of related transactions outside the ordinary course of business, or seek authority of this Court to do any of the foregoing, without the prior written consent of the Ad Hoc Group (with email from the Ad Hoc Group Advisors to the Debtors' counsel being sufficient). The Debtors shall comply with the covenants

contained in Super-Priority Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business and the maintenance of properties and insurance.

(h) *Right to Seek Additional Adequate Protection*. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition First Out Super-Priority Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Subject to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Out Super-Priority Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Out Super-Priority Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Out Super-Priority Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

6. ***Carve Out***.

(a) *Priority of Carve Out*. Any lien granted pursuant to any Prepetition Document, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to the Carve Out.

(b) *Definition of Carve Out*. As used in this Interim Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee (the "**U.S. Trustee**") under section 1930(a) of title 28 of the United States

Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327 or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before delivery by the Ad Hoc Group of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice, (the amounts set forth in clauses (i) through (iii), the "**Pre-Carve Out Trigger Notice Cap**"); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $2,500,000 incurred on or after the first day following delivery by the Ad Hoc Group of the Carve Out Trigger Notice to the extent allowed by order of this Court at any time; and (v) all amounts required to be paid to Guggenheim Securities, LLC ("**Guggenheim Securities**") on account of any Transaction Fee under and as defined in that certain engagement letter dated as of October 10, 2022, as amended and restated as of February 2, 2024, and effective as of February 9, 2024, between Guggenheim Securities and the Debtors, incurred at any time, before or after delivery of a Carve Out Trigger Notice, and payable under sections 328, 330, and/or 331 of the Bankruptcy Code, to the extent not yet paid or due as of the delivery of a Carve Out Trigger Notice and allowed by order of this Court at any time (the amounts set forth in clauses (iv) and (v), the "**Post-Carve Out Trigger Notice Cap**"). For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the Ad Hoc

Group to the Debtors, their restructuring counsel (Latham & Watkins, LLP and Hunton Andrews Kurth LLP), the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered only following the occurrence and during the continuation of a Termination Event (as defined below) stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserve*. On a weekly basis, the Debtors shall fund from cash on hand into a segregated account (the "**Carve Out Reserves**") held in trust by Kroll Restructuring Administration LLC for the benefit of the Professional Persons and, solely for purposes of U.S. Trustee fees held therein, the U.S. Trustee, an amount equal to the estimated amounts included in the Approved Budget and for (i) the U.S. Trustee fees and (ii) fees and expenses of Professional Persons (the "**Estimated Professional Fees**"); provided that, until a Final Order has been entered, the Debtors shall fund, on a weekly basis, the Carve Out Reserve in an amount equal to the lesser of (i) the estimated amounts included in the Approved Budget and (ii) the estimated accrual amounts for such week as reported by the Debtor Professionals to the Ad Hoc Group Advisors for the Estimated Professional Fees. The Debtors shall use funds held in the Carve Out Reserve to pay U.S. Trustee fees and Clerk of the Court's fees as they become due and payable, and shall otherwise use funds held in the Carve Out Reserve exclusively to pay Allowed Professional Fees as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of this Court and any amounts paid from the Carve Out Reserves shall reduce the amount in the Carve Out Reserves on a dollar-for-dollar basis; *provided* that when all obligations included within the Carve Out Reserves have been paid in full (regardless of when such obligations are due and/or allowed by this Court), any funds remaining in the Carve Out Reserve shall revert to the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties. Funds transferred to the Carve Out

Reserve shall be subject to the Adequate Protection Liens and Adequate Protection Superpriority Claims granted hereunder solely to the extent of such reversionary interest; *provided further* that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve Out.

(d) On the Termination Declaration Date (as defined below), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund the Carve Out Reserve in an amount equal to: (i) any then-unpaid U.S. Trustee Fees and Allowed Professional Fees in excess of the Estimated Professional Fees and (ii) the Post-Carve Out Trigger Notice Cap. Upon receipt by the Debtors of a Carve Out Trigger Notice, funds deposited and held in the Carve Out Reserve shall be used to pay any then unpaid U.S. Trustee Fees and Allowed Professional Fees prior to any and all other claims incurred for the period through and including the Termination Declaration Date. All funds in the Carve Out Reserve shall be used first to pay the obligations set forth in clauses (b)(i) through (b)(iii) of the definition of Carve Out set forth above, until paid in full, then to pay Allowed Professional Fees of Professional Persons incurred after the first day following delivery by the Ad Hoc Group of the Carve Out Trigger Notice up to the Post-Carve Out Trigger Notice Cap, and then to the Prepetition Super-Priority Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Documents, or this Interim Order: (i) following delivery of a Carve Out Trigger Notice, the Prepetition Super-Priority Administrative Agent shall not sweep or foreclose on cash (including Cash Collateral and 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 security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Prepetition Super-Priority Administrative Agent for application in accordance with the Prepetition Documents and

the Intercreditor Agreements; (ii)(A) disbursements by the Debtors from the Carve Out Reserves shall not (x) constitute "Loans" (as defined in the Super-Priority Credit Agreement) or (y) increase or reduce the Prepetition Super-Priority Indebtedness, (B) failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, (C) in no way shall the Approved Budget, Proposed Budget, Carve Out, Pre-Carve Out Trigger Notice Cap, Post-Carve Out Trigger Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees or U.S. Trustee fees or Clerk of the Court fees due and payable by the Debtors; and (iii) the Carve Out shall be senior to all liens and claims securing the Prepetition Super-Priority Indebtedness, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and any claims arising under section 507(b) of the Bankruptcy Code of the Prepetition Super-Priority Secured Parties, and any and all other forms of adequate protection, liens, or claims securing the Cash Collateral or the Prepetition Super-Priority Indebtedness.

(e) *No Direct Obligation To Pay Allowed Professional Fees*. Subject to the terms of the RSA, the Prepetition Super-Priority Secured Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for permitting the funding of the Carve Out Reserves as provided herein, none of the Prepetition Super-Priority Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition Super-Priority Secured

Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis; *provided, however*, if the Debtor Professionals use their retainers to pay such Allowed Professional Fees, such payments shall not reduce the Carve Out. Any funding of the Carve Out shall be entitled to the protections granted under this Interim Order, the Prepetition Documents, the Bankruptcy Code, and applicable law.

7. ***Access and Information***. Subject to the Prepetition Documents, upon reasonable prior written notice (as applicable, including via acknowledged electronic mail) during normal business hours, the Debtors shall permit the Ad Hoc Group Advisors and the ORC Advisors, as applicable, to (i) have reasonable access to the Debtors' books and records, including all records and files of the Debtors pertaining to the Prepetition Collateral and the Collateral and all information (including any and all historical information) they shall reasonably request; (ii) have reasonable access to the Debtors' properties; and (iii) reasonable access to discuss the Debtors' affairs, finances, and condition with the Debtors' applicable officers, counsel and financial advisors; it being understood that, nothing in this paragraph 7 or otherwise shall require the Debtors (or any of their advisors) to furnish to or discuss with the Ad Hoc Group Advisors or the ORC Advisors any materials (whether prepared by the Debtors' financial or legal advisors or otherwise), or take any action that would conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege; it being further understood that nothing herein shall or shall be construed to create any obligation on any of the Debtors'

advisors to disclose any information or otherwise take or refrain from taking any action, absent an express contractual requirement to do so.

8. ***Termination***. Subject to the Remedies Notice Period (as defined below) and paragraph 6 and 9, the Debtors' right to use the Cash Collateral pursuant to this Interim Order shall automatically cease without further Court proceedings on the Termination Date (as defined herein). As used herein, "**Termination Events**" means any of the events set forth in clauses K.4(a)(a) through (x) below (each such event a "**Termination Event**"):

(a) A Final Order acceptable to the Debtors and the Ad Hoc Group is not entered by the Court thirty (30) days following the Petition Date;

(b) The violation of any material term of this Interim Order by the Debtors that is not cured within five (5) business days of receipt by the Debtors and their restructuring counsel of written of notice from the Ad Hoc Group of such default, violation or breach (which may be provided by e-mail);

(c) Entry of any order modifying, reversing, revoking, staying, rescinding, vacating, or amending this Interim Order without the express written consent of the Ad Hoc Group;

(d) Any of the Cases are dismissed or converted to a case(s) under chapter 7 of the Bankruptcy Code, or, without the express written consent of the Ad Hoc Group, a trustee under chapter 11 of the Bankruptcy Code, an examiner with expanded powers or a responsible officer or similar person is appointed in any of Cases, or the Cases are transferred or there is a change of venue, or any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any of the foregoing;

(e) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any lien or other interest *pari passu* with or senior to any of the Prepetition Super-Priority Liens, Adequate Protection Liens or Adequate Protection Superpriority Claims granted to the Prepetition Super-Priority Secured Parties under this Interim Order or an order of the Court is entered reversing, staying for a period in excess of five (5) business days, vacating or otherwise amending, supplementing, or modifying this Interim Order in a manner adverse to the Prepetition Super-Priority Secured Parties, in each case without the written consent of the Ad Hoc Group;

(f) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to, or an order is entered granting, (i) the invalidation, subordination, or other challenge to the Prepetition Super-Priority Indebtedness, the Prepetition Super-Priority Liens, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims, or (ii) any relief under sections 506(c) or 552 of the Bankruptcy Code with respect to any Prepetition Collateral or any Collateral, including the Cash Collateral, or against any of the Prepetition Super-Priority Secured Parties, in each case without the written consent of the Ad Hoc Group;

(g) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any relief which could reasonably be expected to result in a material impairment of the rights or interests of the Prepetition Super-Priority Secured Parties, except any motion or other pleading otherwise permitted by this Interim Order;

(h) The entry by this Court of an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code to any entity other than the Prepetition Super-Priority Secured Parties (i) with respect to the Prepetition Collateral or the Collateral having a value greater than $500,000 without the written consent of the Ad Hoc Group, or (ii) authorizing any party to proceed against any asset having a fair market value of at least $500,000 of the Debtors or that would adversely affect in any material respect the Debtors' ability to operate their business in the ordinary course, without the written consent of the Ad Hoc Group;

(i) The entry of a subsequent order of the Court (i) terminating the Debtors' use of Cash Collateral, or (ii) authorizing the use of Cash Collateral by any non-Debtor entity in a manner that is inconsistent with the Approved Budget;

(j) The failure by the Debtors to make any payment required pursuant to this Interim Order when due that is not cured within five (5) business days of receipt by the Debtors and their restructuring counsel of written of notice from the Ad Hoc Group of such default, violation or breach (which may be provided by e-mail);

(k) The failure by the Debtors to deliver to the Ad Hoc Group, the Ad Hoc Group Advisors, ORC, or the ORC Advisors any of the documents or other information required to be delivered to such applicable party pursuant to this Interim Order when due, or any such documents or other information shall contain a material misrepresentation and in either case such failure or misrepresentation is not cured within five (5) business days after written notice thereof is delivered to the Debtors and their restructuring counsel (which may be provided by e-mail);

(l) The failure by the Debtors to (i) comply in any material respect with the Approved Budget, or (ii) at the end of any week, maintain Liquidity in an amount equal to or greater than the Minimum Liquidity Amount, that is not cured within five (5) business days of

receipt by the Debtors of written notice from the Ad Hoc Group of such default, violation or breach delivered to the Debtors and their restructuring counsel (which may be provided by e-mail);

(m) The entry of an order of this Court approving the terms of any debtor in possession financing for any party that is entered into without the written consent of the Ad Hoc Group;

(n) Any Debtor files any motion, pleading, or proceeding seeking the granting of, or an order is entered granting, the assumption or rejection of any material executory contract or unexpired lease without the prior written consent of the Ad Hoc Group;

(o) The entry of any post-petition judgment against any Debtor in excess of $1,000,000 the enforcement of which is not otherwise stayed by the Bankruptcy Code or otherwise;

(p) Any Debtor shall be enjoined from conducting any material portion of its business, any material disruption of the business operations of the Debtors shall occur (other than as a result of these Cases), or any material damage to or loss of material assets of any Debtor shall occur that is not otherwise covered by insurance;

(q) The Debtors shall or shall seek to file a chapter 11 plan that is not acceptable to the Ad Hoc Group or shall seek to modify, amend or waive any provision of a chapter 11 plan previously deemed acceptable by the Ad Hoc Group without the consent of the Ad Hoc Group;

(r) The Debtors shall or shall seek to file any motion, pleading, or proceeding related to a sale, under section 363 of the Bankruptcy Code or otherwise, that is not acceptable to the Ad Hoc Group or shall seek to modify, amend or waive any provision of any document relating to the Sale Transaction (as defined in the RSA) previously deemed acceptable by the Ad Hoc Group without the consent of the Ad Hoc Group;

(s) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any termination and/or shortening, reduction of, or other modification to, the Debtors' exclusive periods to file and/or solicit a chapter 11 plan pursuant to the Bankruptcy Code (collectively, the "**Exclusive Periods**") or the Debtors otherwise do not seek to extend the Exclusive Periods if and when applicable, in each case, unless otherwise agreed by the Ad Hoc Group;

(t) The occurrence of any "Consenting Lender Termination Event" pursuant to the RSA, which has not been cured pursuant to the terms of the RSA;

(u) Any (i) entry by any Debtor into any settlement or other agreement or (ii) motion, proceeding, or other action is commenced, supported, or encouraged by any Debtor seeking, or otherwise consenting to any settlement of, or other agreement with respect to, in each case, any Adversary Proceeding (as defined in the RSA), without the consent of the Ad Hoc Group;

(v) The occurrence of any materially adverse ruling as to either the Debtors or any member of the Ad Hoc Group in any Adversary Proceeding;

(w) Any determination by the Court or any other court of competent jurisdiction that the Ad Hoc Group does not constitute "Required Lenders" as defined in the Super-Priority Credit Agreement;

(x) The failure of the Debtors to meet any of the deadlines (or such later dates as may be approved by the Ad Hoc Group) set forth on Exhibit 2 to this Interim Order (collectively, the "**Milestones**").

9. ***Remedies after a Termination Date***.

(a) Notwithstanding anything contained herein, the Debtors' authorization to use Cash Collateral hereunder shall automatically terminate on such date (the "**Termination Date**") that is the earliest of: (i) the effective date of any chapter 11 plan with respect to the Debtors that is confirmed by the Court; (ii) the date on which all or substantially all of the assets of the Debtors are sold in a sale under any chapter 11 plan or pursuant to section 363 of the Bankruptcy Code; and (iii) unless otherwise ordered by the Court, five (5) business days from the date (the "**Termination Declaration Date**") on which written notice of the occurrence of any Termination Event is given (which notice may be given by electronic mail or other electronic means) by the Ad Hoc Group to the Debtors' counsel, counsel to a Committee (if appointed), and the U.S. Trustee (the "**Termination Declaration**" and such period commencing on the Termination Declaration Date and ending five (5) business days later, which period shall be automatically extended if the Debtors or the U.S. Trustee seek an emergency hearing as provided in clause (b) below prior to the expiration of such period to enable the Court to rule thereon, the "**Remedies Notice Period**"); *provided that*, until the expiration of the Remedies Notice Period, the Debtors may (a) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating in accordance with the Approved Budget; (b) contest or cure any alleged Termination Event; (c) pay professional fees and fund the Carve Out Reserve; and (d) seek other relief as provided for in this paragraph 9.

(b) If a Termination Declaration is delivered as provided above, the Debtors, the Committee (if appointed), and the Ad Hoc Group hereby consent to an emergency hearing being held before the Court on an expedited basis and related motions shall be filed with the Court on at least three (3) business days' notice (subject to the Court's availability) for the sole purpose

(unless the Court orders otherwise) of considering whether a Termination Event has occurred or is continuing or for the contested use of Cash Collateral. Unless the Court has determined that a Termination Event has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to all of the Prepetition Super-Priority Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order.

(c) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in interest to re-impose or continue the automatic stay under Bankruptcy Code section 362(a), use Cash Collateral, or to obtain any other injunctive relief. Unless otherwise expressly provided, any delay or failure of the Prepetition Super-Priority Administrative Agent and/or the other Prepetition Super-Priority Secured Parties, the Ad Hoc Group, or ORC to exercise rights under the Prepetition Documents, the Intercreditor Agreements, and/or this Interim Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The occurrence of the Termination Date or a Termination Event shall not affect the validity, priority, or enforceability of any and all rights, remedies, benefits, and protections provided to any of the Prepetition Super-Priority Secured Parties under this Interim Order, which rights, remedies, benefits, and protections shall survive the Termination Date or the delivery of Termination Declaration.

10. ***Payments Free and Clear***. Any and all payments or proceeds remitted to the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties pursuant to the provisions of this Interim Order or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, but subject to entry of the Final Order, any such claim or

charge arising out of or based on, directly or indirectly, section 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or section 552(b) of the Bankruptcy Code.

11. ***Limitation on Charging Expenses Against Collateral.*** Except to the extent of the Carve Out and subject to entry of the Final Order, all rights to surcharge the interests of the Prepetition Super-Priority Secured Parties in any Prepetition Collateral or any Collateral under section 506(c) of the Bankruptcy Code or any other applicable principle or equity or law shall be finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in the Cases.

12. ***Reservation of Rights of the Prepetition First Out Super-Priority Secured Parties***. This Interim Order and the transactions contemplated hereby shall be without prejudice to (a) the rights of any of the Prepetition First Out Super-Priority Secured Parties to seek additional or different adequate protection, move to vacate the automatic stay, move for the appointment of a trustee or examiner, move to dismiss or convert the Cases, or to take any other action in the Cases and to appear and be heard in any matter raised in the Cases, or any party in interest from contesting any of the foregoing, and (b) any and all rights, remedies, claims and causes of action which the Prepetition First Out Super-Priority Secured Parties may have against any non-Debtor party. For all adequate protection purposes throughout the Cases, each of the Prepetition First Out Super-Priority Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

13. ***Modification of Automatic Stay***. The Debtors are authorized and directed to perform all acts and to make, execute, and deliver any and all instruments as may be necessary to implement the terms and conditions of this Interim Order and the transactions contemplated

hereby. The stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to accomplish the transactions contemplated by this Interim Order.

14. ***Survival of Interim Order***. The provisions of this Interim Order shall be binding upon any trustee appointed during the Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and any actions taken pursuant hereto shall survive entry of any order which may be entered converting the Cases to chapter 7 cases, dismissing the Cases under section 1112 of the Bankruptcy Code or otherwise, confirming or consummating any plan(s) of reorganization or liquidation or otherwise, or approving or consummating any sale of any Prepetition Collateral or Collateral, whether pursuant to section 363 of the Bankruptcy Code or included as part of any plan. The terms and provisions of this Interim Order, as well as the priorities in payments, liens, and security interests granted pursuant to this Interim Order shall continue notwithstanding any conversion of the Cases to chapter 7 cases under the Bankruptcy Code, dismissal of the Cases, confirmation or consummation of any plan(s) of reorganization or liquidation, approval or consummation of any sale, or otherwise. Subject to the limitations described in paragraphs 4 and 19 of this Interim Order, the Adequate Protection Payments made pursuant to this Interim Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the Cases or any subsequent chapter 7 cases or other proceeding (other than a defense that the payment has actually been made).

15. ***No Third-Party Rights***. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

16. ***Release***. Subject to the rights and limitations set forth in paragraph 1819 of this Interim Order, effective upon entry of this Interim Order, each of the Debtors and the Debtors'

estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the members of the Ad Hoc Group, ORC, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, agents, and predecessors in interest, each in their capacity as such, 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, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating the Prepetition Documents, the Intercreditor Agreements, or this Interim Order, as applicable, and/or the transactions contemplated hereunder or thereunder, including, without limitation; (a) any so-called "lender liability" or equitable subordination claims or defenses; (b) any and all claims and causes of action arising under the Bankruptcy Code; and (c) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of each of the members of the Ad Hoc Group or ORC; *provided*, *however*, that no such parties will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct.

17. ***Binding Effect***. The terms of this Interim Order shall be valid and binding upon the Debtors, all creditors of the Debtors and all other parties in interest from and after the entry of this Interim Order by this Court.

18. ***Reversal, Stay, Modification or Vacatur***. In the event the provisions of this Interim Order are reversed, stayed, modified or vacated by court order, following notice and any further hearing, such reversals, modifications, stays or vacatur shall not affect the rights and priorities of the Prepetition Super-Priority Secured Parties granted pursuant to this Interim Order. Notwithstanding any such reversal, stay, modification or vacatur by court order, any indebtedness, obligation or liability incurred by the Debtors pursuant to this Interim Order arising prior to the Prepetition Super-Priority Administrative Agent's receipt of notice of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition Super-Priority Secured Parties shall continue to be entitled to all of the rights (including, without limitation, relating to the termination of this Interim Order), remedies, privileges and benefits, including any payments authorized herein and the security interests and liens granted herein, with respect to all such indebtedness, obligation or liability, and the validity of any payments made or obligations owed or credit extended or lien or security interest granted pursuant to this Interim Order is and shall remain subject to the protection afforded under the Bankruptcy Code.

19. ***Reservation of Certain Third-Party Rights and Bar of Challenge and Claims***.

(a) The stipulations, admissions, waivers, and releases contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon the Debtors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, waivers and

releases contained in this Interim Order, including, the Debtors' Stipulations and the release in paragraph 16 (the "**Release**"), shall be binding upon the Debtors and the Debtors' estates (and all successors of the Debtors) and all other parties in interest, including, without limitation, any Committee and any other person acting on behalf of the Debtors' estates, including a trustee, except to the extent a party in interest and, for purposes of such exception, solely to the extent such party in interest obtains proper standing and has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) seeking to avoid, object to, or otherwise challenge the Debtors' Stipulations or the Release regarding: (A) the validity, enforceability, extent, priority, or perfection of Prepetition Super-Priority Liens, including any mortgages or security interests in the Prepetition Collateral, or (B) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Super-Priority Indebtedness (any such claim, a "**Challenge**"); and (ii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.

(b) Any such Challenge must be asserted on or before the date that is seventy-five (75) calendar days after entry of the Interim Order; *provided* that if a Committee is appointed prior the expiration of such seventy-five (75) day period, such Committee shall have until the later of (i) such seventy-five (75) day period and (ii) the date that is sixty (60) calendar days after its appointment, except that in no event shall the deadline described above extend beyond the first day of any hearing held in the Cases to consider confirmation of the Sale Transaction (the "**Challenge Period Termination Date**"); *provided*, *however*, that if, prior to the Challenge Period Termination Date, either the Cases converts to chapter 7 or a chapter 11 trustee is appointed, then in such case the Challenge Period Termination Date shall be extended solely with respect to the

trustee until the later of the then Challenge Period Termination Date and the date that is ten (10) days following such conversion or appointment.

(c) Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (i) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any successor case) shall be deemed to be forever barred; (ii) the Prepetition Super-Priority Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any Successor Cases; (iii) the Prepetition Super-Priority Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) all of the Debtors' stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Super-Priority Secured Parties' claims, liens, and interests contained in this Interim Order shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases.

(d) If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions

were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenges (including a Challenge) with respect to the Super-Priority Credit Documents, the Intercreditor Agreements, the Prepetition Super-Priority Liens, and the Prepetition Super-Priority Indebtedness, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

20. ***Limitation on Use of Collateral and Cash Collateral***. Notwithstanding anything to the contrary set forth in this Interim Order, none of the Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds of any of the foregoing may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (excluding any proceeding contemplated by paragraph 9 hereof) (i) against any of the Prepetition Super-Priority Secured Parties (in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, in such capacities, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the Prepetition Super-Priority Secured Parties under the Prepetition Documents, the

Intercreditor Agreements, or this Interim Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed (if any) in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the Prepetition Super-Priority Secured Parties to recover on the Prepetition Collateral or the Collateral or seeking affirmative relief against any of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Prepetition Super-Priority Indebtedness or the Prepetition Super-Priority Secured Parties' respective Prepetition Super-Priority Liens or security interests in the Prepetition Collateral or the Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against any of the Prepetition Super-Priority Secured Parties, or the Prepetition Super-Priority Secured Parties' respective liens on or security interests in the Prepetition Collateral or the Collateral that would impair the ability of any of the Prepetition Super-Priority Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the Prepetition Super-Priority Indebtedness, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including, without limitation, the Prepetition Super-Priority Liens) held by or on behalf of each of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to or in connection with the Prepetition Super-Priority Indebtedness or the Prepetition Super-Priority

Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (i) any of the Prepetition Super-Priority Liens or any other rights or interests of any of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness or the Prepetition Super-Priority Liens, *provided* that no more than $50,000 of the proceeds of the Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used solely by any Committee appointed in these Cases, if any, solely to investigate, within the challenge period, the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Super-Priority Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including, without limitation, the Prepetition Super-Priority Liens) held by or on behalf of each of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness.

21. ***Enforceability; Waiver of Any Applicable Stay***. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

22. ***Proofs of Claim***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties shall not be required to file any proof of claim or request for payment of administrative expenses with

respect to any of the Prepetition First Out Indebtedness, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Documents or of any other indebtedness, liabilities, or obligations arising at any time thereunder or under this Interim Order or prejudice or otherwise adversely affect the Prepetition First Out Super-Priority Secured Parties' rights, remedies, powers, or privileges under any of the Prepetition Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

23. ***Intercreditor Agreements***. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements) shall (a) remain in full force and effect, (b) continue to govern the relative obligations, priorities, rights and remedies of each the Prepetition Super-Priority Secured Parties and Prepetition Lenders, as applicable, and (c) not be deemed to be amended, altered or modified by the terms of this Interim Order unless expressly set forth herein or therein.

24. ***Section 552(b) of the Bankruptcy Code***. Subject to entry of the Final Order, the (a) Prepetition Super-Priority Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and (b) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the Prepetition Super-Priority Secured Parties, including, without limitation, the Prepetition Super-Priority Secured Parties with

respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the Collateral.

25. ***No Marshaling***. Subject to entry of the Final Order, the Prepetition Super-Priority Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral or the Collateral.

26. ***Expense Invoices; Disputes; Indemnification***.

(a) Any of the Debtors' obligations to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, or any other amounts described in the Super-Priority Credit Agreement on account of Prepetition First Out Term Loans or in the Interim Order as such amounts become due, shall not require the Debtors or any party to obtain further Court approval. For the avoidance of doubt, such payments include, without limitation, the Prepetition Super-Priority Administrative Agent, the Ad Hoc Group fees, including the Ad Hoc Group Advisor fees, and the reasonable and documented fees and disbursements of counsel and other professionals and any other principal, interest, fees, payments, expenses as set forth in paragraph 4 of this Interim Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Interim Order.

(b) The Debtors shall be jointly and severally obligated to pay all reasonable and documented fees and expenses described above, which obligations shall constitute Prepetition Super-Priority Indebtedness. The Debtors shall pay the reasonable and documented professional fees expenses, and disbursements of professionals to the extent provided for in paragraph 4 of this Interim Order without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; *provided* that copies of invoices for such professional fees, expenses, and disbursements (the "**Invoiced Fees**") shall be

served by email on the Debtors, the U.S. Trustee, and counsel to any Committee (if appointed), who shall have five (5) business days (the "**Review Period**") to review and assert any objections thereto. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "**Disputed Invoiced Fees**") if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) business days' prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) Subject to any restrictions imposed by applicable law, nothing in this Interim Order shall abrogate the indemnification provisions set forth in the Super-Priority Credit Documents. In addition, the Debtors will indemnify each of the Ad Hoc Group members, ORC,

and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "**Indemnified Person**") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions, procedures, and/or relief contemplated hereby. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions, procedures, and/or relief contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's fraud, bad faith, or willful misconduct, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

27. ***Credit Bidding and Sale Provisions***. Subject to the provisions of section 363(k) of the Bankruptcy Code, the Prepetition Super-Priority Administrative Agent shall have the right to credit bid (either directly or through one or more acquisition vehicles) on behalf of the Required Lenders (as defined in the Super-Priority Credit Agreement) up to the full amount of the Prepetition Super-Priority Secured Parties' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the Collateral, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan. No Debtor shall object to, or solicit, support, or encourage any objection to, any rights set forth in this paragraph 27 and all relevant provisions of any Intercreditor Agreement shall apply and be binding with respect to any and all rights set forth in this paragraph 27.

28. ***Headings***. The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

29. ***Retention of Jurisdiction***. The Court has and will retain jurisdiction to enforce this Interim Order and with respect to all matters arising from or related to the implementation of this Interim Order.

30. ***Final Hearing***. A final hearing on the relief requested in the Motion, including relating to the incurrence of certain debtor-in-possession financing as described in the Motion, shall be held on [_____], 2024, at __:__ _.m. (prevailing Central time). Any party in interest objecting to the relief sought at the Final Hearing shall file written objections no later than [_____], 2024 at [ ]:[ ] p.m. (prevailing Central time).

Dated: _____, 2024

_____
UNITED STATES BANKRUPTCY JUDGE
[●]

EXHIBIT 1

Approved Budget

Robertshaw - CONFIDENTIAL

Consolidated Cashflow Forecast

($ in millions)

(In USD millions)	Week 1	Week 2	Week 3	Week 4	Week 5
Week Beginning	2/17	2/24	3/2	3/9	3/16
Week Ending	2/23	3/1	3/8	3/15	3/22
	Forecast	*Forecast*	*Forecast*	*Forecast*	*Forecast*
Receipts					
Operating Receipts, net					
Operating Receipts	$ 9,391	$ 10,235	$ 11,980	$ 12,082	$ 11,429
Other Receipts	-	-	-	-	-
Total Receipts, Net	**9,391**	**10,235**	**11,980**	**12,082**	**11,429**
Operating Disbursements					
Vendor Payments	$ (5,053)	$ (6,669)	$ (5,040)	$ (4,626)	$ (5,603)
Payroll	(1,837)	(2,883)	(2,320)	(2,085)	(1,895)
Tax Payments	(2,215)	(823)	(859)	(2,780)	(726)
Other Operating	(2)	(42)	(86)	(85)	(85)
Total Operating Disbursements	**(9,107)**	**(10,418)**	**(8,306)**	**(9,576)**	**(8,309)**
Operating Cash Flow	**$ 284**	**$ (182)**	**$ 3,674**	**$ 2,507**	**$ 3,120**
Non-Operating					
Non-Operating Costs					
Professional Fees	$ -	$ (1,550)	$ (1,550)	$ (1,550)	$ (1,550)
Utility Deposit	(250)	-	-	-	-
First Day Motion Payments	-	(1,500)	(2,500)	(2,000)	(3,000)
Total Non-Operating Costs	**(250)**	**(3,050)**	**(4,050)**	**(3,550)**	**(4,550)**
Debt Service					
Debt Service					
Debt Service	$ -	$ (343)	$ -	$ -	$ -
DIP Funding	-	-	-	-	-
Total Debt Service	**-**	**(343)**	**-**	**-**	**-**
Net Cash Flow	**$ 34**	**$ (3,575)**	**$ (376)**	**$ (1,043)**	**$ (1,430)**
Liquidity					
Beginning Cash	$ 22,472	$ 22,506	$ 18,930	$ 18,554	$ 17,511
Net Cash Flow	34	(3,575)	(376)	(1,043)	(1,430)
Ending Cash[1]	**$ 22,506**	**$ 18,930**	**$ 18,554**	**$ 17,511**	**$ 16,080**

1. Includes Debtor and Non-Debtor cash.

EXHIBIT 2

Milestones[1]

In the case of each of the foregoing Milestones, the terms and conditions shall be in form and substance acceptable to the Ad Hoc Group:

- Within 1 day of the Petition Date – Filing of DIP Motion;
- Within 1 day of the Petition Date – Filing of Non-Participating Lender Adversary Proceeding and Invesco Adversary Proceeding;
- Within 1 day of the Petition Date – Filing of Bidding Procedures Motion, with Ad Hoc Group as Stalking Horse Bidder;
- Within 5 days of the Petition Date – Entry of Cash Collateral Order;
- Within 6 days of the Petition Date – Entry of orders temporarily restraining (if necessary) and enjoining the continued prosecution of the Non-Participating Lender Action and Invesco Action;
- Within 30 days of the Petition Date – Entry of Bidding Procedures Order, with Ad Hoc Group as Stalking Horse Bidder
- Within 30 days of the Petition Date – Entry of DIP Order, with determination that Ad Hoc Group constitutes "Required Lenders" under the Prepetition Super-Priority Credit Agreement;
- Within 45 days of the Petition Date – Delivery of emergence business plan and additional diligence;
- Within 75 days of the Petition Date – Entry of Sale Order
- Within 75 days of the Petition Date – Entry of order granting relief requested in each of Non-Participating Lender Adversary Proceeding and Invesco Adversary Proceeding; and
- Within 90 days of the Petition Date – Closing of Sale

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

Exhibit G

DIP Order

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

In re:	§	Chapter 11
ROBERTSHAW US HOLDING CORP, *et al.*,	§	Case No. 24-90052 (CML)
Debtors.[1]	§	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING; (II) AUTHORIZING DEBTORS TO CONTINUE THE USE OF CASH COLLATERAL; (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION FIRST OUT SUPER-PRIORITY SECURED PARTIES; (V) MODIFYING AUTOMATIC STAY; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-referenced debtors, as debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Cases**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), and the Procedures for Complex Cases in the Southern District of Texas, seeking entry of this final order (this "**Final Order**"):

(a) authorizing Robertshaw US Holding Corp., as Borrower Agent, and each of the other Debtors, as Subsidiary Borrowers or Guarantors (together, the "**DIP Borrowers**"), to obtain postpetition financing consisting of a superpriority delayed-draw senior secured term loan credit facility (the "**DIP Facility**") in the aggregate principal amount of $56,000,000 (the "**DIP Loans**"), which DIP Loans may be funded following entry of this Final Order in accordance with the terms and

[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); and Universal Tubular Systems, LLC (8603). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

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

conditions set forth in the DIP Credit Agreement (as defined below) and all other terms and conditions of the DIP Documents;

(b) authorizing the DIP Borrowers to enter into and perform under that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement, dated as of February [●], 2024, among the DIP Borrowers, the lenders party thereto (collectively in such capacities, the "**DIP Lenders**"), and [●], as administrative agent and collateral agent (in such capacities, the "**DIP Agent**," and, together with the DIP Lenders, the "**DIP Secured Parties**") (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "**DIP Credit Agreement**") and the DIP Documents (the DIP Credit Agreement, together with this Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith (including the fee letters executed by the DIP Borrowers in connection with the DIP Facility), and other guarantee and security documentation, collectively, the "**DIP Documents**"), and to perform such other and further acts as may be required in connection with the DIP Documents;

(c) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (x) solely in accordance with the Approved Budget (subject to any Permitted Variance set forth herein and in the DIP Credit Agreement), and (y) to provide working capital for, and for other general corporate purposes of, the Debtors and certain of the Debtors' subsidiaries, including for payment of any Adequate Protection Payments (as defined below);

(d) granting adequate protection to the Prepetition First-Out Super-Priority Secured Parties (as defined below) to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral (as defined below);

(e) granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtors, whether such property is presently owned or after-acquired, and each Debtors' estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the (x) Carve Out (as defined below) and (y) other valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the Prepetition First Out Super-Priority Secured Parties as of the Petition Date by operation of law, prepetition subordination or waiver agreements, or permitted by the Prepetition Documents and liens that are perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Prior Liens**");

(f) granting superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

(g) waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral or DIP Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(h) providing that the "equities of the case" exception under Bankruptcy Code section 552(b) does not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(i) pursuant to Bankruptcy Rule 4001, holding a final hearing (the "**Final Hearing**") on the Motion before this Court to consider entry of this Final Order, among other things, (1) authorizing the Debtors to, on a final basis, borrow from the DIP Lenders a principal amount of $56,000,000 in DIP Loans, (2) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (3) granting the adequate protection described in this Final Order, and (4) authorizing the Debtors to execute and deliver the DIP Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith;

(j) granting related relief.

The interim hearing on the Motion having been held by this Court on February 15, 2024 (the "**Interim Hearing**"); and upon the record made by the Debtors at the Interim Hearing, including the Motion (Docket No. [●]), the Court having considered the *Declaration of John Hewitt in Support of Chapter 11 Petitions and First Day Pleadings*, the *Declaration of Stephen Spitzer in Support of Chapter 11 Petitions and First Day Pleadings*, the *Declaration of Randall S. Eisenberg in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order, the Declaration of Brendon Phillips in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order*, and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held on February 15, 2024; and this Court having entered, after the Interim Hearing, that certain *Interim Order (I) Authorizing Debtors to Use Cash Collateral, (II) Granting Adequate Protection to Prepetition First Out Super-Priority Secured Parties, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "**Cash Collateral Order**") (Docket No. [●]); and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the final relief requested in the Motion is

necessary to avoid immediate and irreparable harm to the Debtors and their estates, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion and the relief requested therein as set forth in the Motion; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. ***Petition Date***. On February 15, 2024 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

B. ***Debtors in Possession***. Each Debtor has continued with the management and operation of its respective businesses and properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Cases.

C. ***Jurisdiction and Venue***. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of Texas dated May 24, 2012. Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

D. ***Committee***. [As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the "**Committee**")].

E. ***Debtors' Stipulations.*** Subject to Paragraph 24 hereof, (and subject to the limitations thereon contained in such paragraph), upon entry of the Cash Collateral Order, the Debtors admitted, stipulated and agreed that (collectively, paragraphs E.1 through E.8 below are referred to herein as the "**Debtors' Stipulations**"):

1. ***Super-Priority Credit Agreement***. Under that certain Super-Priority Credit Agreement, dated as of May 9, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Super-Priority Credit Agreement**," and together with all other documentation executed in connection therewith, including, without limitation, the Collateral Documents and all other Loan Documents (each as defined in the Super-Priority Credit Agreement) executed in connection therewith, the "**Super-Priority Credit Documents**"), among Robertshaw US Holding Corp. (the "**Borrower**"), Range Parent, Inc. ("**Holdings**") and certain of the other Debtors as borrowers and guarantors (together with the Borrower and Holdings, collectively, the "**Prepetition Super-Priority Loan Parties**"), Delaware Trust Company ("**Delaware Trust**"), as administrative and collateral agent (in such capacities and including any successors thereto, the "**Prepetition Super-Priority Administrative Agent**"), for its own benefit and that of the lenders, and the lenders from time to time party thereto (such lenders, the "**Prepetition Super-Priority Lenders**," and together with the Prepetition Super-Priority Administrative Agent and each of the other Secured Parties (as defined in the Super-Priority Credit Agreement), the **"Prepetition Super-Priority Secured Parties**"), the Borrower was provided with a first-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition First**

Out Term Loans"), a second-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition Second Out Term Loans**"), a third-out term loan facility (the loans borrowed thereunder, the "**Prepetition Third Out Term Loans**"), a fourth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fourth Out Term Loans**"), and a fifth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fifth Out Term Loans**").[4]

(a) ***Prepetition First Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition First Out Term Loans (the "**Prepetition First Out Super-Priority Secured Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate unpaid principal amount of not less than $218,411,857.26 on account of First-Out New Money Term Loans (as defined in the Super-Priority Credit Agreement, the "**First-Out New Money Term Loans**"), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not

[4] Pursuant to the Super-Priority Credit Documents and the Super-Priority Security Documents, the Prepetition First Out Liens, Prepetition Second Out Liens, Prepetition Third Out Liens, Prepetition Fourth Out Liens, and the Prepetition Fifth Out Liens (each as defined herein) constitute one lien in the "Collateral" (as defined in the Super-Priority Security Documents, and together with any other property of any of Debtors granted or pledged pursuant to any of the Super-Priority Security Documents or otherwise to secure the Prepetition Super-Priority Indebtedness (as defined herein) the "Collateral").

contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents in respect of the First-Out New Money Loans (clauses (x) and (y), collectively, the "**Prepetition First Out Indebtedness**").

(ii) *Collateral Securing Prepetition First Out Indebtedness*. In connection with the Super-Priority Credit Agreement, certain of the Debtors entered into the Collateral Documents (as defined in the Super-Priority Credit Agreement and referred to herein as the "**Super-Priority Security Documents**"). Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition First Out Indebtedness is secured by a valid, binding, perfected, and enforceable first-priority security interest in and lien on (such security interest and lien, the "**Prepetition First Out Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition First Out Liens and Prepetition First Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition First Out Liens encumber all of the Collateral, as the same existed on the Petition Date; (2) the Prepetition First Out Liens are a valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral, and the Prepetition First Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit

of the Prepetition Second Out Parties, Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties (each as defined below); (3) the Prepetition First Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition First Out Liens were granted for the benefit of the Prepetition First Out Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition First Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition First Out Liens or Prepetition First Out Indebtedness exist, and no portion of the Prepetition First Out Liens or Prepetition First Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including

"lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition First Out Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition First Out Indebtedness, or the Prepetition First Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements (as defined herein) or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings (as defined in the RSA (as defined herein)).

(b) ***Prepetition Second Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Second Out Term Loans (the "**Prepetition Second Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the

aggregate principal amount of not less than $381,193,571.32 on account of Second-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Second Out Indebtedness**").

(ii) *Collateral Securing Prepetition Second Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Second Out Indebtedness is secured by a valid, binding, perfected, and enforceable second-priority security interest in and lien on (such security interest and lien, the "**Prepetition Second Out Lien**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Second Out Liens and Prepetition Second Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Second Out Liens encumber all of the Collateral, as the same existed on the

Petition Date; (2) the Prepetition Second Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Second Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Second Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Second Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Second Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness exist, and no portion of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the

Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition Second Out Indebtedness, or the Prepetition Second Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(c) ***Prepetition Third Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Third Out Term Loans (the "**Prepetition Third**

Out Parties") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $72,826,885.56 on account of Third-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Third Out Indebtedness**").

(ii) *Collateral Securing Prepetition Third Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Third Out Indebtedness is secured by a valid, binding, perfected, and enforceable third-priority security interest in and lien on (such security interest and lien, the "**Prepetition Third Out Lien**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Third Out Liens and Prepetition Third Out Indebtedness*. Each of the Debtors acknowledges and

agrees that, in each case as of the Petition Date: (1) the Prepetition Third Out Liens encumber all of the Prepetition Third Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Third Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Third Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Third Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Third Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Third Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness exist, and no portion of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination

(whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition Third Out Indebtedness, or the Prepetition Third Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(d) ***Prepetition Fourth Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fourth Out Term Loans (the "**Prepetition Fourth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $22,824,860.67 on account of Fourth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fourth Out Indebtedness**").

(ii) *Collateral Securing Prepetition Fourth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fourth-priority security interest in and lien on (such security interests and liens, the "**Prepetition Fourth Out**

Liens") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Fourth Out Liens and Prepetition Fourth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fourth Out Liens encumber all of the Prepetition Fourth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Fourth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fourth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Fourth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fourth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fourth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness exist, and no

portion of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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 their loans under the Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness, or the Prepetition Fourth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and

effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(e) ***Prepetition Fifth Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fifth Out Term Loans (the "**Prepetition Fifth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $29,184,931.84 on account of Fifth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fifth Out Indebtedness**" and, together with the Prepetition First Out Indebtedness, the Prepetition Second Out Indebtedness, the Prepetition Third Out Indebtedness, the Prepetition Fourth Out Indebtedness, the "**Prepetition Super-Priority Indebtedness**").

(ii) *Collateral Securing Prepetition Fifth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fifth-priority security interest in and lien on (such security interests and liens, the "**Prepetition Fifth Out Liens**" and, together with the Prepetition First Out Liens, the Prepetition Second Out Liens, the Prepetition Third Out Liens, the Prepetition Fourth Out Liens, the "**Prepetition Super-Priority Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Fifth Out Liens and Prepetition Fifth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fifth Out Liens encumber all of the Prepetition Fifth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Fifth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fifth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties; (3) the Prepetition Fifth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fifth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an

inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fifth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness exist, and no portion of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority 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

their loans under the Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness, or the Prepetition Fifth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

2. ***Sixth Out Facility.***

(a) *Sixth Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Sixth Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Sixth Out Lenders**" and, together with the Sixth Out Administrative Agent and each of the other Secured Parties (as defined in the Sixth Out Credit Agreement), the "**Prepetition Sixth Out Parties**") are parties to that certain First Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Sixth Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents, and all other Loan Documents (each as defined in the Sixth Out Credit Agreement) executed in connection therewith, the "**Sixth Out Credit Documents**"). As used herein, the "**Prepetition Sixth Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the

Subsidiary Guarantors (as defined in the Sixth Out Credit Agreement), and any other Guarantor (as defined in the Sixth Out Credit Agreement).[5]

3. ***Seventh Out Facility.***

(a) *Seventh Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Seventh Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Seventh Out Lenders**" and, together with the Seventh Out Administrative Agent and each of the other Secured Parties (as defined in the Seventh Out Credit Agreement), the "**Prepetition Seventh Out Parties**") are parties to that certain Second Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Seventh Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents, and all other Loan Documents (each as defined in the Seventh Out Credit Agreement) executed in connection therewith, the "**Seventh Out Credit Documents**"). As used herein, the "**Prepetition Seventh Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the Subsidiary Guarantors (as defined in the Seventh Out Credit Agreement), and any other Guarantor (as defined in the Seventh Out Credit Agreement).[6]

4. *Supplier Financing Facility*. Robertshaw Controls Company and Deutsche Bank AG New York Branch (the "**Prepetition Supplier Financing Provider**") are parties to that certain Supplier Financing Agreement, dated as of October 12, 2018 (as may be amended, restated,

[5] For the avoidance of doubt and pursuant to the Sixth Out Credit Documents, the Prepetition Sixth Out Term Loans are secured by one lien in the Collateral.

[6] For the avoidance of doubt and pursuant to the Seventh Out Credit Documents, the Prepetition Seventh Out Term Loans are secured by one lien in the Collateral.

or otherwise modified from time to time, the "**Supplier Financing Agreement**" and, together with all other documentation executed in connection therewith, the "**Supplier Financing Documents**"), pursuant to which Robertshaw Controls Company agrees to sell to the supplier financing provider accounts receivable owing to it by certain customers.

5. *FGI Mexican Promissory Note*. Robertshaw Controls Company entered into that certain Promissory Note (as amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition FGI Mexican Promissory Note**") in favor of FGI Equipment Finance LLC ("**FGI**" or "**Equipment Financing Provider**" and, together with the Prepetition Super-Priority Lenders, the Prepetition Sixth Out Lenders, the Prepetition Seventh Out Lenders and the Supplier Financing Provider, collectively, the "**Prepetition Lenders**"). Pursuant to the Prepetition FGI Mexican Promissory Note, Robertshaw Controls Company borrowed, and non-debtor affiliate Controles Latinoamericanos, S de RL de C.V. ("**Controles LA**") guaranteed, $16 million to be repaid to FGI in equal monthly installments through December 1, 2028. The Prepetition FGI Mexican Promissory Note is secured by first-priority liens on certain manufacturing equipment, owned by Robertshaw Controls Company, at the Company's manufacturing facility in Matamoros, Mexico (the "**Prepetition Mexican Equipment Liens**"), as well as a mortgage lien on the real property owned by Controles LA. As of the Petition Date, the aggregate outstanding principal under the Prepetition FGI Mexican Promissory Note was $13.2 million.

6. *Cash Collateral*. All of the Debtors' cash constitutes cash collateral of the Prepetition Super-Priority Secured Parties within the meaning of Bankruptcy Code section 363(a) (the "**Cash Collateral**"), including amounts generated by the collection of Prepetition Collateral, including but not limited to accounts receivable and inventory, all other cash proceeds of the

Prepetition Collateral and amounts now or hereafter held in any of the Debtors' banking, checking, or other deposit accounts as of the Petition Date or amounts deposited or transferred into the Debtors' banking, checking, or deposit accounts after the Petition Date, and subject in all respects to the priorities set out in the Intercreditor Agreements.

7. *Bank Accounts*. The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors have either opened or maintain any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

8. *Intercreditor Agreements*.

(a) *Super-Priority Intercreditor Agreement*. Holdings, the Borrower, and Delaware Trust are party to that certain Super-Priority Intercreditor Agreement, dated as of May 9, 2023 (as amended, restated, or otherwise modified from time to time, the "**Super-Priority Intercreditor Agreement**"), which governs, among other things, the rights, interests, obligations, priority, and positions of the Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties, and the Prepetition Seventh Out Parties.

(b) *First and Second Lien Intercreditor Agreement.* Holdings, the Borrower, and Delaware Trust are party to that certain Second Lien Intercreditor Agreement, dated as of February 28, 2018 (as amended, restated, or otherwise modified from time to time, including by the Representative Supplement No. 1, dated as of May 9, 2023, the "**First and Second Lien Intercreditor Agreement**" and, together with the Super-Priority Intercreditor Agreement, the "**Intercreditor Agreements**"). The First and Second Lien Intercreditor Agreement governs, among other things, the respective rights, interests, obligations, priority, and positions of the

Prepetition Sixth Out Parties and Prepetition Seventh Out Parties with respect to the Prepetition Collateral.

(c) Each of the Prepetition Super-Priority Loan Parties, Prepetition Sixth Out Loan Parties, and the Prepetition Seventh Out Loan Parties are parties to or otherwise acknowledged and agreed to, and are bound by, the Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements) shall (i) remain in full force and effect; (ii) continue to govern the relative obligations, priorities, rights and remedies of (x) the Prepetition Super-Priority Secured Parties, the Prepetition Lenders in the case of the Super-Priority Intercreditor Agreement, and (y) the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties in the case of the First and Second Lien Intercreditor Agreement; and (iii) not be deemed to be amended, altered or modified by the terms of this Final Order unless expressly set forth herein or therein.

F. ***Findings Regarding the DIP Facility and Use of Cash Collateral***.

1. The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved Budget, subject to any Permitted Variance set forth herein and in the DIP Credit Agreement) to, among other things, (A) permit the orderly continuation of their businesses; (B) pay certain Adequate Protection Payments; and (C) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors and certain subsidiaries thereof. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance

of the Debtors' going concern value and successful reorganization. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course of business throughout the Cases without access to the DIP Facility and authorized use of Cash Collateral.

2. The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Documents without the Debtors granting to the DIP Secured Parties the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Final Order and the DIP Documents.

3. The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other obligations under the DIP Documents (collectively, the "**DIP Obligations**") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, Adequate Protection Superpriority Claims, and Adequate Protection Payments (each as defined herein) 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 vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, or payments made to, the DIP Agent, the DIP Lenders, and/or the Prepetition First Out Super-Priority Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

G. ***Adequate Protection***. Pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties are entitled to adequate protection of their respective interests in the Prepetition Collateral as set forth herein and in the Cash Collateral Order, including in the Cash Collateral, to the extent of any diminution in value of their respective interests in the Prepetition Collateral resulting from and subject to the Carve Out, as well as, among other things, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code ("**Diminution in Value**"). The foregoing shall not, nor shall any provision of this Final Order be construed as, a determination or finding that there has been or will be any Diminution in Value of the Prepetition Collateral (including Cash Collateral) and the rights of all parties as to such issues are hereby preserved.

H. ***Notice***. The Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

I. ***Consent.***

(a) The Consenting Lenders (as defined in the RSA) collectively hold more than 50% of the sum of the Prepetition First Out Term Loans and Prepetition Second Out Term Loans and constitute "Required Lenders" as defined in the Prepetition Super-Priority Credit Agreement.

(b) The Consenting Lenders, as "Required Lenders" under the Prepetition Super-Priority Credit Agreement, have consented to, conditioned upon the entry of this Final Order, the Debtors' incurrence of the DIP Facility, and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order.

(c) This Final Order shall supersede any order by any other court of competent jurisdiction which would prohibit any consent or action of the Consenting Lenders hereunder.

(d) The Prepetition Super-Priority Secured Parties (other than the Consenting Lenders) and the Prepetition Lenders have consented to or are deemed to consent under the applicable Prepetition Documents and Intercreditor Agreements to the incurrence of the DIP Facility and the Debtors' use of Cash Collateral, subject to the terms and conditions provided for in this Final Order.

J. ***Relief Essential; Best Interest***. The Debtors have requested entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2). The relief requested in the Motion (and as provided in this Final Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses, the administration of these Cases, and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the Debtors' estates that the Debtors be allowed to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

K. ***Arm's Length, Good Faith Negotiations***. The terms of this Final Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Super-Priority Secured Parties. The Prepetition Super-Priority Secured Parties have acted in good faith and without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the use of the Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this Final Order, including, without limitation, the granting of the Adequate Protection Liens (as defined below) and all documents related to and all transactions contemplated by the foregoing.

Now, therefore, upon the record of the proceedings heretofore held before this Court with respect to the Motion, the evidence adduced to the Court, and the statements of counsel thereat, and based upon the foregoing findings and conclusions,

IT IS HEREBY ORDERED THAT:

1. ***DIP Financing Approved***. The Motion is granted on a final basis as set forth herein, and the incurrence of the DIP Financing and the use of Cash Collateral on a final basis is authorized, subject to the terms of this Final Order. The Consenting Lenders constitute "Required Lenders" as defined in the Prepetition Super-Priority Credit Agreement and have consented to, conditioned upon the entry of this Final Order, the Debtors' incurrence of the DIP Facility and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order.

2. ***Objections Overruled***. Any objections, reservations of rights, or other statements with respect to entry of this Final Order, 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 DIP Borrowers are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Documents. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this Final Order, consistent with the terms of the DIP Credit Agreement and otherwise reasonably acceptable to the DIP Agent (acting at the direction of the required lenders under and pursuant to the DIP Credit Agreement (the "**Required DIP Lenders**")) and the Required DIP Lenders. Upon entry of this Final Order, this Final Order and the other executed DIP Documents (including the fee letters executed in connection with the DIP Facility) shall govern and control the DIP Facility. The DIP Agent is hereby authorized to execute and enter into its respective obligations under the DIP Documents, subject to the terms and conditions set forth therein and this Final Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms

and conditions of the DIP Documents and this Final Order, the terms and conditions of this Final Order shall govern and control.

(b) Upon entry of this Final Order, the DIP Borrowers are hereby authorized to borrow up to an aggregate principal amount of $56,000,000 in DIP Loans, subject to the terms and conditions of the DIP Credit Agreement.

(c) In accordance with the terms of this Final Order and the DIP Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Documents and this Final Order, and in accordance with the Approved Budget (as defined below), subject to any Permitted Variance as set forth in this Final Order and the DIP Documents.

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Credit Agreement), and to pay all fees (including all amounts owed to the DIP Lenders and the DIP Agent under the DIP Documents, and the Prepetition Super-Priority Administrative Agent under the Super-Priority Credit Documents) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

(i) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent required thereby;

(ii) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents

(in each case in accordance with the terms of the applicable DIP Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may reasonably agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that are not material;

(iii) the non-refundable payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents, including (x) all fees and other amounts owed to the DIP Agent and the DIP Lenders and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this Final Order (whether incurred before or after the Petition Date, including, for the avoidance of doubt, (a) Houlihan Lokey, as financial advisor, Gibson, Dunn & Crutcher LLP, as primary counsel, O'Melveny & Myers LLP, as litigation counsel, and Munsch Hardt Kopf & Harr P.C., as local counsel, and any other foreign counsel and other professionals necessary to represent the interests of the DIP Lenders and the ad hoc group of the Prepetition First Out Lenders (the "DIP/First Out Group") in connection with the Cases (collectively, the "DIP/First Out Advisors"); (b) [●] (as counsel), and [●] (as local bankruptcy counsel) to the DIP Agent; and (c) [●] (as counsel) and [●] (as local counsel) to the Prepetition Super-Priority Administrative

Agent; and, to the extent necessary to exercise its rights and fulfill its obligations under the DIP Documents, one counsel to the DIP Agent in each local jurisdiction, which such fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, provided that any fees and expenses of a professional shall be subject to the provisions of paragraph 41 of this Final Order; and

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

(e) Such DIP Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor in accordance with their respective terms and the terms of this Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents, or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (a) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties or (b) to or on behalf of the Prepetition First Out Super-Priority Secured Parties, in each case, pursuant to the DIP Documents, the provisions of this Final Order, or any subsequent order of this Court shall be received free and

clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or the "equities of the case" exception of section 552(b) of the Bankruptcy Code.

4. ***Budget and Variance Reporting.***

(a) *Approved Budget; Budget Period*. As used in this Final Order: (i) "**Approved Budget**" means the 13-week budget attached hereto as Exhibit 1 and that is approved by the Required DIP Lenders in their sole discretion in accordance with Section 5.19 of the DIP Credit Agreement (which approval may be communicated via an email from either one of the DIP/First Out Advisors), as such Approved Budget may be modified from time to time by the Debtors solely with the prior written consent of the Required DIP Lenders (which approval may be communicated via an email from either one of the DIP/First Out Advisors), in their sole discretion as set forth in this paragraph and this Final Order; and (ii) "**Budget Period**" means the initial four-week (4-week) period set forth in the Approved Budget, and each rolling four-week period thereafter.

(b) *Budget Testing*. The Debtors may use Cash Collateral and the proceeds of the DIP Facility strictly in accordance with the Approved Budget, subject only to Permitted Variances (as defined below). Beginning with the first full week after the Petition Date, Permitted Variances shall be reported by no later than the Thursday following each Friday (each such reporting date, a "**Testing Date**"). On or before 5:00 p.m. (prevailing Central time) on each Testing Date, the Debtors shall prepare and deliver to the Prepetition Super-Priority Administrative Agent, the Required DIP Lenders, and the DIP/First Out Advisors, in form and substance reasonably satisfactory to the Required DIP Lenders, a variance report (the "**Variance Report**") setting forth: (i) the Debtors' actual disbursements (the "**Actual Disbursements**") on an aggregate basis during the week preceding the applicable Testing Date; (ii) the Debtors' actual cash receipts (the "**Actual**

Cash Receipts") excluding, for the avoidance of doubt, any intercompany transactions, on an aggregate basis during the week preceding the applicable Testing Date; (iii) the (x) amounts set forth in the Approved Budget under "Professional Fees," (y) amounts set forth in the Approved Budget under "Debt Service," in each case, ending on the applicable Reporting Date, and (z) amounts set forth in the Approved Budget under "First Day Motion Payments"; (iv) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the prior week of the Actual Cash Receipts and the Actual Disbursements for such prior week to the amount of the Debtors' projected cash receipts set forth in the Approved Budget for such prior week and the Debtors' projected disbursements, respectively, set forth in the Approved Budget for such prior week; (v) a cumulative comparison (whether positive or negative, in dollars and expressed as a percentage) covering the four weeks preceding the applicable Testing Date (the "**Testing Period**") setting forth the Actual Cash Receipts and the Actual Disbursements for the Testing Period and a comparison thereof to the amount of the Debtors' projected cash receipts and the Debtors' projected disbursements, respectively, set forth in the Approved Budget for such period; and (vi) as to each variance contained the Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance.

(c) *Permitted Variances and Minimum Liquidity Amount*. The Debtors shall not permit: (i) during any Testing Period, the Prepetition Super-Priority Loan Parties' Actual Disbursements to be more than 115% of the projected disbursements in the aggregate as set forth in the applicable portion of the Approved Budget over such period; and (ii) during any Testing Period, the Prepetition Super-Priority Loan Parties' Actual Cash Receipts to be less than 85% of the projected receipts in the aggregate as set forth in the applicable portion of the Approved Budget over such period (such deviations from the applicable projected amounts set forth in the Approved

Budget satisfying both (i) and (ii), the "**Permitted Variances**"); *provided* that the cash disbursements considered for determining compliance with this covenant shall exclude the Debtors' disbursements in respect of (y) the restructuring professional fees (including, without limitation, fees and expenses of the advisors to the Debtors, the Committee, and the DIP/First Out Advisors), and (z) U.S. Trustee's fees and (ii) the Debtors' unrestricted cash and cash equivalents ("**Liquidity**") to be less than $5,000,000 at the end of any week (such amount, the "**Minimum Liquidity Amount**") .

(d) *Proposed Budget Reporting*. By no later than 5:00 p.m. (prevailing Central Time) on the fifth (5th) business day before the end of each Budget Period, the Debtors shall deliver to the DIP/First Out Group a rolling 13-week cash flow forecast of the Debtors in the form of the budget agreed to by DIP/First Out Group (each, a "**Proposed Budget**"). The DIP/First Out Group shall be deemed to have approved of any such Proposed Budget unless the DIP/First Out Group shall have objected thereto in writing (with email to the Debtors' counsel being sufficient) to the Debtors within five (5) business days after receipt thereof. In the event that the DIP/First Out Group objects to the most recently delivered Proposed Budget, the prior Approved Budget shall remain in full force and effect. The Debtors may, upon five (5) business days written notice to the DIP/First Out Group (with email to the DIP/First Out Group's counsel being sufficient), request an immediate hearing with the Court to seek Court approval of the Proposed Budget to be deemed an Approved Budget for purposes of this Final Order. When required under the terms of this Final Order, the objection or approval of the DIP/First Out Group shall mean the consent of the Required Consenting Lenders (as defined in the RSA),[7] and such consent or approval may be communicated via email to the Debtor or its professionals by the DIP/First Out Group Advisors.

[7] The "**RSA**" means that certain Restructuring Support Agreement dated as of February [●], 2024 by and among the Debtors, the Sponsor (as defined therein), and the consenting lenders party thereto.

(e) *Miscellaneous*. For the avoidance of doubt, except as otherwise set forth in the Approved Budget, Cash Collateral or the proceeds of the DIP Facility may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses and/or any other amounts of any non-Debtor entity.

5. ***Access to Records***. The Debtors shall provide the DIP/First Out Advisors with all reporting and other information required to be provided to the DIP Agent under the DIP Documents and that are granted to the Prepetition First Out Super-Priority Secured Parties in paragraph 8(f).

6. ***DIP Superpriority Claims***. Subject only to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "**DIP Superpriority Claims**") (without the need to file any proof of claim) to the extent set forth in the Bankruptcy Code, with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of

the Bankruptcy Code, if any (the "**Avoidance Actions**"). Except as set forth in this Final Order, no other superpriority claims shall be granted or allowed in these Cases.

7. ***DIP Liens***. As security for the DIP Obligations, effective and perfected upon the date of this Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clause (a) and (b) below being collectively referred to as the "**DIP Collateral**"), subject only to (x) Prior Senior Liens, (y) the Excluded Property (as defined in the DIP Credit Agreement), and (z) the Carve Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to this Final Order and the DIP Documents, the "**DIP Liens**").

(a) ***First Priority Lien On Any Unencumbered Property***. Subject only to the Carve Out, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtors, 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 section 546(b) of the Bankruptcy Code) including, without limitation (in each case, to the extent not subject to valid, perfected, and non-avoidable liens), a 100% equity pledge of all first-tier foreign subsidiaries and all unencumbered assets of the Debtors; all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from

section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, 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); all 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 of the Debtors; all owned real estate, real property leaseholds and fixtures of the Debtors; patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property of the Debtors; all commercial tort claims of the Debtors; and all claims and causes of action (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing, all products and proceeds of the foregoing and all proceeds and property recovered in respect of Avoidance Actions (collectively, the "**Previously Unencumbered Property**"); *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(b) ***Liens Priming the Prepetition Liens***. Subject only to the Carve Out and Prior Senior Liens, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first priority senior priming security interest in and lien upon all

property of the Debtors that was subject to the Prepetition Liens, including, without limitation, the Prepetition Collateral and Cash Collateral; *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(c) ***Liens Junior to Certain Other Liens***. Subject only to the Carve Out, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all prepetition and post-petition property of the Debtors immediately junior to the Prior Senior Liens.

8. ***Adequate Protection for the Prepetition First Out Super-Priority Secured Parties.***

(a) Subject only to the Carve Out and the terms of this Final Order, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition First Out Super-Priority Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case for the Diminution in Value of such interests, resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the other Prepetition First Out Super-Priority Secured Parties, is hereby granted the following:

(b) *Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), and subject in all cases to the Carve Out, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, first-priority senior (except as otherwise provided in this paragraph below with respect to the DIP Liens, the Permitted Prior Liens and the Carve Out), additional and replacement security interests in and liens on (all such liens and security interests, the "**Adequate Protection Liens**"): (i) the Prepetition Collateral; and (ii) all of the Debtors' other now-owned and hereafter-acquired real and personal property, assets and rights of any kind or nature, wherever located, whether encumbered or unencumbered, including, without limitation, a 100% equity pledge of any first-tier foreign subsidiaries and unencumbered assets of the Debtors, if any, and all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, 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 (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing (all property identified in this paragraph being collectively referred to as the "**Prepetition Collateral**"), subject only to the DIP Liens, the Permitted Prior Liens and the Carve Out, in which case the Adequate Protection Liens shall be immediately junior in priority to such DIP Liens, Permitted Prior Liens and to the Carve Out; notwithstanding the foregoing, the Collateral shall exclude the Carve Out Reserves (as defined herein) and all Avoidance Actions, but shall include any and all proceeds of and other property that is recovered or becomes unencumbered as a result of (whether by judgment, settlement, or otherwise) any Avoidance Action.

(c) *Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Debtors are authorized to grant, and hereby deemed to have granted effective as of the Petition Date, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**Adequate Protection Superpriority Claims**"), junior only to the Carve Out and the DIP Superpriority Claims. Subject to the Carve Out, the DIP Superpriority Claims and the Adequate Protection Superpriority Claims shall not be junior or pari passu to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever,

including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code.

(d) *Fees and Expenses*. As additional adequate protection, the Debtors shall, and are authorized and directed to, pay in full in cash and in immediately available funds: (i) within one (1) business day after the Debtors' receipt of invoices therefor, the professional fees, expenses and disbursements (including, but not limited to, the professional fees, expenses and disbursements of counsel and other third-party consultants and/or experts, including financial advisors) incurred prior to the Petition Date by (A) DIP/First Out Group represented by the DIP/First Out Advisors (including, without limitation, reasonable fees, expenses and disbursements incurred by Houlihan Lokey, as financial advisor, Gibson, Dunn & Crutcher LLP, as primary counsel, O'Melveny & Myers LLP, as litigation counsel, and Munsch Hardt Kopf & Harr P.C., as local counsel) and (B) the Prepetition Super-Priority Administrative Agent; and (ii) subject to paragraph 041, the reasonable fees and expenses incurred on and after the Petition Date by the DIP/First Out Advisors and by or on behalf of the Prepetition Super-Priority Administrative Agent (including, without limitation, professional fees, expenses and disbursements of counsel), which shall be submitted on a monthly basis and paid within five (5) business days of the Debtors' receipt of invoices therefor ((i) and (ii) collectively, the "**Adequate Protection Payments**"). Notwithstanding the foregoing, the DIP/First Out Group may retain such other professionals as are reasonably necessary in connection with the Cases, on advance notice to and with the consent (not to be unreasonably withheld) of the Debtors (to the extent reimbursement from the Debtor is sought), and in such circumstance, such additional professionals shall be deemed to be DIP/First Out Advisors for purposes of this Final Order. For the avoidance of doubt, the payment of Adequate Protection

Payments pursuant to paragraph 8 of Final Order shall be without prejudice to the rights of any of the Prepetition Super-Priority Secured Parties to assert such payments should be recharacterized or reallocated pursuant to the Bankruptcy Code as payments of principal. None of the foregoing fees, expenses and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(e) *Miscellaneous.*

(i) Except for (x) the DIP Liens and the DIP Superpriority Claims (y) the Carve Out and (z) as otherwise provided in this paragraph 8, the Adequate Protection Liens and Adequate Protection Superpriority Claims granted to the Prepetition Super-Priority Secured Parties pursuant to this Final Order shall not be subject, junior, or *pari passu*, to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

(ii) The Adequate Protection Liens are deemed automatically perfected as of the Petition Date without the necessity of recording same and without further notice or order. The Prepetition Super-Priority Administrative Agent shall not be required to file any UCC financing statements or other

instruments (or to take any other action) to perfect such Adequate Protection Liens.

(iii) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified to the extent necessary to permit the Prepetition Super-Priority Administrative Agent to perform any act authorized or permitted under or by virtue of this Order including, without limitation, to take any act to create, validate, evidence, attach or perfect any the Adequate Protection Liens and to receive any payments expressly authorized by this Order with respect to the Prepetition Super-Priority Indebtedness or adequate protection.

(f) *Reporting Requirements*. As additional adequate protection to the Prepetition First Out Super-Priority Secured Parties, the Prepetition Super-Priority Loan Parties shall comply with all reporting requirements set forth in the DIP Credit Agreement and shall provide, subject to any applicable limitations set forth below, to the (i) DIP/First Out Group (ii) the DIP/First Out Advisors (iii) ORC (as defined in the RSA) and (iv) Debevoise & Plimpton LLP, as primary counsel, and Kelley Drye & Warren LLP, as local counsel to ORC (together, the "**ORC Advisors**"):

(i) weekly (or with such other frequency as may be agreed to between the Debtors and their advisors, on the one hand, and the DIP/First Out Group and ORC, on the other hand) 1-hour calls with the DIP/First Out Group (as to public information) and the DIP/First Out Advisors and the ORC Advisors (as to public and non-public information) with respect to (1) business updates, (2) the Debtors' discussions with any potential financing

party or acquirer, and (3) the status of any material litigation, litigation claims, and other claims, and (4) any other updates in form and scope reasonably agreed by the Debtors, on the one hand, and the DIP/First Out Group and ORC, on the other hand;

(ii) at the times specified in paragraph 4(b) hereof, the Variance Report required by paragraph 4(a)4(b) hereof;

(iii) a copy of each update to the Debtors' business plan as soon as reasonably practicable after it becomes available, together with a reconciliation to the prior business plan;

(iv) timely delivery of each Proposed Budget as set forth in this Final Order;

(v) notice of the occurrence of the Debtors' Liquidity falling below the Minimum Liquidity Amount at the end of any week and the amount of such Liquidity as of such time;

(vi) access for the DIP/First Out Advisors and the ORC Advisors to any data room established in connection with third-party diligence commenced in connection with any sale of one or more of the Debtors or its assets; and

(vii) as soon as reasonably practicable after written request from the DIP/First Out Advisors or the ORC Advisors, as applicable, reasonable access to, as relevant, any consultant, turnaround management, broker or financial advisory firm retained by any Debtor in any of the Cases, and if requested, copies of all retention agreements for each such consultant; provided, that, for the avoidance of doubt, nothing herein shall or shall be construed to create any obligation on (x) the Debtors or their advisors to furnish to or

discuss with the DIP/First Out Group, the DIP/First Out Advisors, ORC, or the ORC Advisors any materials (whether prepared by the Debtors' financial or legal advisors or otherwise) or other information subject to any attorney-client or other client privilege or confidentiality obligations or (y) any of the Debtors advisors' to disclose any information or otherwise take or refrain from taking any action, absent an express contractual requirement to do so under their respective engagement agreements with the Debtors.

(g) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the Debtors' cash management motion. The Debtors shall not use, sell, or lease any assets with an aggregate fair market value in excess of $500,000 in any single transaction or series of related transactions outside the ordinary course of business, or seek authority of this Court to do any of the foregoing, without the prior written consent of the DIP/First Out Group (with email from the DIP/First Out Advisors to the Debtors' counsel being sufficient). The Debtors shall comply with the covenants contained in DIP Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business and the maintenance of properties and insurance.

(h) *Right to Seek Additional Adequate Protection*. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition First Out Super-Priority Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Subject to the Carve Out, nothing herein shall impair or modify the application of section

507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Out Super-Priority Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Out Super-Priority Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Out Super-Priority Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

9. ***Carve Out.***

(a) *Priority of Carve Out*. Any lien granted pursuant to any Prepetition Document, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to the Carve Out.

(b) *Definition of Carve Out*. As used in this Final Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee (the "**U.S. Trustee**") under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327 or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before delivery by the DIP/First Out Group of a Carve Out Trigger Notice (as defined below), whether allowed by

the Court prior to or after delivery of a Carve Out Trigger Notice, (the amounts set forth in clauses (i) through (iii), the "**Pre Carve Out Trigger Notice Cap**"); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $2,500,000 incurred on or after the first day following delivery by the DIP/First Out Group of the Carve Out Trigger Notice to the extent allowed by order of this Court at any time; and (v) all amounts required to be paid to Guggenheim Securities, LLC ("**Guggenheim Securities**") on account of any Transaction Fee under and as defined in that certain engagement letter dated as of October 10, 2022, as amended and restated as of February 2, 2024, and effective as of February 9, 2024, between Guggenheim Securities and the Debtors, before or after delivery of a Carve Out Trigger Notice, and payable under sections 328, 330, and/or 331 of the Bankruptcy Code, to the extent not yet paid or due as of the delivery of a Carve Out Trigger Notice and allowed by order of this Court at any time (the amounts set forth in clauses (iv) and (v) (the "**Post-Carve Out Trigger Notice Cap**"). For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the DIP/First Out Group to the Debtors, their restructuring counsel (Latham & Watkins, LLP and Hunton Andrews Kurth LLP), the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered only following the occurrence and during the continuation of a Termination Event (as defined below) stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserve*. On a weekly basis, the Debtors shall fund from cash on hand into a segregated account (the "**Carve Out Reserves**") held in trust by Kroll Restructuring Administration LLC for the benefit of the Professional Persons and, solely for purposes of U.S. Trustee fees held therein, the U.S. Trustee, an amount equal to the estimated amounts included in the Approved Budget for (i) the U.S. Trustee Fees and (ii) fees and expenses of Professional

Persons (the "**Estimated Professional Fees**"). The Debtors shall use funds held in the Carve Out Reserve to pay U.S. Trustee Fees and Clerk's Fees as they become due and payable, and shall otherwise use funds held in the Carve Out Reserve exclusively to pay Allowed Professional Fees as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of this Court and any amounts paid from the Carve Out Reserves shall reduce the amount in the Carve Out Reserves on a dollar-for-dollar basis; *provided* that when all obligations included within the Carve Out Reserves have been paid in full (regardless of when such obligations are due and/or allowed by this Court), any funds remaining in the Carve Out Reserve shall revert to the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties. Funds transferred to the Carve Out Reserve shall be subject to the Adequate Protection Liens and Adequate Protection Superpriority Claims granted hereunder solely to the extent of such reversionary interest; *provided further* that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve Out.

(d) On the Termination Declaration Date (as defined below) the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund the Carve Out Reserve in an amount equal to: (i) any then-unpaid U.S. Trustee Fees and Allowed Professional Fees in excess of the Estimated Professional Fees and (ii) the Post-Carve Out Trigger Notice Cap. Upon receipt by the Debtors of a Carve Out Trigger Notice, funds deposited and held in the Carve Out Reserve shall be used to pay any then unpaid U.S. Trustee Fees and Allowed Professional Fees prior to any and all other claims incurred for the period through and including the Termination Declaration Date. All funds in the Carve Out Reserve shall be used first to pay the obligations set forth in clauses (b)(i) through (b)(iii) of the definition of Carve Out set forth above, until paid in full, then to pay Allowed

Professional Fees of Professional Persons incurred after the first day following delivery by the DIP/First Out Group of the Carve Out Trigger Notice up to the Post-Carve Out Trigger Notice Cap, and then to the DIP Agent and/or the Prepetition Super-Priority Agent in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Documents, or this Final Order: (i) following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Super-Priority Administrative Agent shall not sweep or foreclose on cash (including Cash Collateral and 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 security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent and/or Prepetition Super-Priority Administrative Agent for application in accordance with the DIP Documents, Prepetition Documents, and the Intercreditor Agreements; (ii)(A) disbursements by the Debtors from the Carve Out Reserves shall not (x) constitute "Loans" (as defined in the Super-Priority Credit Agreement) or (y) increase or reduce the DIP Facility or the Prepetition Super-Priority Indebtedness, (B) failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, (C) in no way shall the Approved Budget, Proposed Budget, Carve Out, Pre-Carve Out Trigger Notice Cap, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees or U.S. Trustee fees or Clerk of the Court fees due and payable by the Debtors; and (iii) the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Prepetition Super-Priority Indebtedness, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and any claims arising under section 507(b) of the Bankruptcy Code of any Prepetition Super-Priority Secured Parties, and any

and all other forms of adequate protection, liens, or claims securing the Cash Collateral or the Prepetition Super-Priority Indebtedness.

(e) *No Direct Obligation To Pay Allowed Professional Fees*. Subject to the terms of the RSA, the DIP Secured Parties and the Prepetition Super-Priority Secured Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for permitting the funding of the Carve Out Reserves as provided herein, none of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Secured Parties or the Prepetition Super-Priority Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis; *provided*, *however*, if the Debtor Professionals use their retainers to pay such Allowed Professional Fees, such payments shall not reduce the Carve Out. Any funding of the Carve Out shall be entitled to the protections granted under this Final Order, the Prepetition Documents, the Bankruptcy Code, and applicable law.

10. ***Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition Super-Priority Secured Parties***. Subject only to the Carve Out, notwithstanding any other

provision in this Final Order or the DIP Documents to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Super-Priority Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this Final Order and the DIP Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties under the DIP Documents, the Super-Priority Credit Documents, any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties. The delay in or failure of the DIP Secured Parties and/or the Prepetition Super-Priority Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition Super-Priority Secured Parties' rights and remedies. For all adequate protection purposes throughout the Cases, each of the Prepetition Super-Priority Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any

Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Final Order.

11. ***Termination Declaration Date***. On the Termination Declaration Date (as defined below), consistent with Article VII of the DIP Credit Agreement, (a) all DIP Obligations shall be immediately due and payable, all Commitments will terminate, and the Carve Out Reserves shall be funded as set forth in this Final Order; (b) all authority to use Cash Collateral shall cease; *provided*, *however*, that during the Remedies Notice Period (as defined below), the Debtors may (i) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating in accordance with the Approved Budget; (ii) contest or cure any alleged occurrence of a Termination Declaration Date; and (iii) seek other relief as provided for in paragraph 14; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Final Order.

12. ***Events of Default***. The occurrence of any of the following events, unless waived by the Required DIP Lenders in accordance with the terms of the DIP Documents, shall constitute an event of default (collectively, the "Events of Default"): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order, (b) the failure of the Debtors to comply with any of the Required Milestones (as defined below) or (c) the occurrence of an "Event of Default" under the DIP Credit Agreement.

13. ***Milestones***. The Debtors' failure to comply with those certain case milestones set forth in Section 5.18 of the DIP Credit Agreement (collectively, the "Required

Milestones") shall constitute an "Event of Default" in accordance with the terms of the DIP Credit Agreement.

14. ***Rights and Remedies Upon Event of Default***. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order, subject to the Remedies Notice Period (defined below), (a) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be referred to herein as a "Termination Declaration") (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (b) subject to paragraph 12, the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination, reduction or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the "Termination Declaration Date"). The automatic stay in the Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties is hereby modified so that five (5) business days after the Termination Declaration Date, which period shall be automatically extended in connection with a Stay Relief Hearing (as defined and provided in clause (b) below) prior to the expiration of such period to enable the Court to rule thereon (the "Remedies Notice Period"): (a) the DIP Agent (at the direction of the Required DIP Lenders) shall be entitled to

exercise its rights and remedies in accordance with the DIP Documents and this Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out; (b) subject to the foregoing clause (a), the applicable Prepetition Super-Priority Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Super-Priority Loan Documents and this Final Order with respect to the Debtors' use of Cash Collateral; *provided* that, until the expiration of the Remedies Notice Period, the Debtors may (a) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating in accordance with the Approved Budget; (b) contest or cure any alleged Termination Event; (c) pay professional fees and fund the Carve Out Reserve; and (d) seek other relief as provided for in this paragraph.

(b) If a Termination Declaration is delivered as provided above, the Debtors, the Committee (if appointed), and the DIP/First Lien Group hereby consent to an emergency hearing being held before the Court on an expedited basis and related motions shall be filed with the Court on at least three (3) business days' notice (subject to the Court's availability) for the sole purpose (unless the Court orders otherwise) of considering whether a Termination Event has occurred or is continuing or for the contested use of Cash Collateral. Unless the Court has determined that a Termination Event has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to all of the Prepetition Super-Priority Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order.

(c) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in

interest to re-impose or continue the automatic stay under Bankruptcy Code section 362(a), use Cash Collateral, or to obtain any other injunctive relief. Unless otherwise expressly provided, any delay or failure of the DIP Agent, the Prepetition Super-Priority Administrative Agent and/or the other Prepetition Super-Priority Secured Parties or the DIP/First Out Group to exercise rights under the DIP Documents, the Prepetition Documents, the Intercreditor Agreements, and/or this Final Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The occurrence of the Termination Date or a Termination Event shall not affect the validity, priority, or enforceability of any and all rights, remedies, benefits, and protections provided to any of the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties under this Final Order, which rights, remedies, benefits, and protections shall survive the Termination Date or the delivery of Termination Declaration.

15. ***Limitation on Charging Expenses Against Collateral***. Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from (a) the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, or the DIP Lenders or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition Super-Priority Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Super-Priority Secured Parties.

16. ***Use of Cash Collateral***. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Super-Priority Secured Parties, but solely for the purposes set forth in this Final Order and in accordance with the Approved Budget (subject to permitted variances as set forth in this Final Order and the DIP Documents), including, without limitation, to make payments on account of the Adequate Protection Superpriority Claims provided for in this Final Order, from the date of this Final Order through and including the date of termination of the DIP Credit Agreement.

17. ***Payments Free and Clear***. Any and all payments or proceeds remitted to the DIP Agent for the benefit of the DIP Secured Parties and/or the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties pursuant to the provisions of this Final Order or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or section 552(b) of the Bankruptcy Code.

18. ***Modification of Automatic Stay***. The Debtors are authorized and directed to perform all acts and to make, execute, and deliver any and all instruments as may be necessary to implement the terms and conditions of this Final Order and the transactions contemplated hereby. The stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to accomplish the transactions contemplated by this Final Order.

19. ***Survival of Final Order***. The provisions of this Final Order shall be binding upon any trustee appointed during the Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and any actions taken pursuant hereto shall survive entry of any order which

may be entered converting the Cases to chapter 7 cases, dismissing the Cases under section 1112 of the Bankruptcy Code or otherwise, confirming or consummating any plan(s) of reorganization or liquidation or otherwise, or approving or consummating any sale of any DIP Collateral or Prepetition Collateral, whether pursuant to section 363 of the Bankruptcy Code or included as part of any plan. The terms and provisions of this Final Order, as well as the priorities in payments, liens, and security interests granted pursuant to this Final Order shall continue notwithstanding any conversion of the Cases to chapter 7 cases under the Bankruptcy Code, dismissal of the Cases, confirmation or consummation of any plan(s) of reorganization or liquidation, approval or consummation of any sale, or otherwise. Subject to the limitations described in paragraph 24 of this Final Order, the Adequate Protection Payments made pursuant to this Final Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the Cases or any subsequent chapter 7 cases or other proceeding (other than a defense that the payment has actually been made).

20. ***No Third-Party Rights.*** Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

21. ***Release***. Subject to the rights and limitations set forth in paragraph 024 of this Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the members of the DIP/First Out Group, ORC, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors,

shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, agents, and predecessors in interest, each in their capacity as such, 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, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating the Prepetition Documents, the Intercreditor Agreements, or this Final Order, as applicable, and/or the transactions contemplated hereunder or thereunder, including, without limitation; (a) any so-called "lender liability" or equitable subordination claims or defenses; (b) any and all claims and causes of action arising under the Bankruptcy Code; and (c) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of each of the members of the DIP/First Out Group or ORC; *provided*, *however*, that no such parties will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct.

22. ***Binding Effect***. The terms of this Final Order shall be valid and binding upon the Debtors, all creditors of the Debtors and all other parties in interest from and after the entry of this Final Order by this Court.

23. ***Reversal, Stay, Modification or Vacatur***. In the event the provisions of this Final Order are reversed, stayed, modified or vacated by court order, following notice and any further hearing, such reversals, modifications, stays or vacatur shall not affect the rights and

priorities of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties granted pursuant to this Final Order. Notwithstanding any such reversal, stay, modification or vacatur by court order, any indebtedness, obligation or liability incurred by the Debtors pursuant to this Final Order arising prior to the DIP Agent's or the Prepetition Super-Priority Administrative Agent's receipt of notice of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Super-Priority Secured Parties and DIP Secured Parties shall continue to be entitled to all of the rights (including, without limitation, relating to the termination of this Final Order), remedies, privileges and benefits, including any payments authorized herein and the security interests and liens granted herein, with respect to all such indebtedness, obligation or liability, and the validity of any payments made or obligations owed or credit extended or lien or security interest granted pursuant to this Final Order is and shall remain subject to the protection afforded under the Bankruptcy Code.

24. ***Reservation of Certain Third-Party Rights and Bar of Challenge and Claims.***

(a) The stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, waivers and releases contained in the Interim Order and this Final Order, including, the Debtors' Stipulations and the release in paragraph 21 (the "**Release**"), shall be binding upon the Debtors and the Debtors' estates (and all successors of the Debtors) and all other parties in interest, including, without limitation, any Committee and any other person acting on behalf of the Debtors' estates, including

a trustee, except to the extent a party in interest and, for purposes of such exception, solely to the extent such party in interest obtains proper standing and has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) seeking to avoid, object to, or otherwise challenge the Debtors' Stipulations or the Release regarding: (A) the validity, enforceability, extent, priority, or perfection of Prepetition Super-Priority Liens, including any mortgages or security interests in the Prepetition Collateral, or (B) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Super-Priority Indebtedness (any such claim, a "**Challenge**"); and (ii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.

(b) Any such Challenge must be asserted on or before the date that is seventy-five (75) calendar days after entry of the Interim Order; *provided* that if a Committee is appointed prior the expiration of such seventy-five (75) day period, such Committee shall have until the later of (i) such seventy-five (75) day period and (ii) the date that is sixty (60) calendar days after its appointment, except that in no event shall the deadline described above extend beyond the first day of any hearing held in the Cases to consider confirmation of the Sale Transaction (the "**Challenge Period Termination Date**"); *provided, however*, that if, prior to the Challenge Period Termination Date, either the Cases converts to chapter 7 or a chapter 11 trustee is appointed, then in such case the Challenge Period Termination Date shall be extended solely with respect to the trustee until the later of the then Challenge Period Termination Date and the date that is ten (10) days following such conversion or appointment.

(c) Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (i) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, and/or any

examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any successor case) shall be deemed to be forever barred; (ii) the Prepetition Super-Priority Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any successor cases; (iii) the Prepetition Super-Priority Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) all of the Debtors' stipulations and admissions contained in the Interim Order and the Final Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Super-Priority Secured Parties' claims, liens, and interests contained in the Interim Order and this Final Order shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any successor cases.

(d) If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in the Interim Order and this Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in the Interim Order or this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenges

(including a Challenge) with respect to the Super-Priority Credit Documents, the Intercreditor Agreements, the Prepetition Super-Priority Liens, and the Prepetition Super-Priority Indebtedness, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

25. ***No Third Party Rights***. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

26. ***Section 507(b) Reservation***. Subject only to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Super-Priority Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Super-Priority Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Super-Priority Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

27. ***Insurance***. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the DIP Agent as loss payee or additional insured, as applicable, thereunder.

28. ***No Waiver for Failure to Seek Relief***. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this Final Order, the DIP

Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

29. ***Perfection of the DIP Liens and Adequate Protection Liens***.

(a) Without in any way limiting the automatically effective perfection of the DIP Liens granted pursuant to paragraph 7 hereof and the Adequate Protection Liens granted pursuant to paragraph 8 hereof, the DIP Agent and the Prepetition Super-Priority Administrative Agent are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Super-Priority Administrative Agent shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the challenge period, subject to challenge, dispute, or subordination as of the date of entry of this Final Order. If the DIP Agent or the Prepetition Super-Priority Administrative Agent (at the direction of the applicable required lenders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments (which, in each case, shall be at the sole cost and expense of the Debtors), the Debtors shall cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Super-Priority Administrative Agent (at the direction of the applicable required lenders), and the automatic stay shall be modified solely to allow such filings as provided for in this Final Order.

(b) A certified copy of this Final Order may, at the direction of the applicable Required DIP Lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the

Prepetition Super-Priority Administrative Agent in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording; provided, however, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Final Order.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this Final Order, subject to applicable law.

30. ***Preservation of Rights Granted Under this Final Order***.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Commitments are terminated, the Prepetition Super-Priority 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 Super-Priority Loan Documents, the Interim Order, or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages,

notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraph 29 herein.

(b) In the event this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Super-Priority Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Super-Priority Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) Unless and until all DIP Obligations, Prepetition Super-Priority Obligations, and Adequate Protection Superpriority Claims are indefeasibly paid in full, in cash, and all Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Super-Priority Administrative Agent (acting at the direction of the Required Lenders), (x) any modification, stay, vacatur, or amendment of this Final Order or (y) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, or the Prepetition Super-Priority Indebtedness, or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition

Collateral with priority equal or superior to the DIP Liens, the Super-Priority Adequate Protection Liens or the Prepetition First Out Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Final Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an order converting or dismissing any of the Cases; (vi) an order appointing a chapter 11 trustee in any of the Cases; or (vii) an order appointing an examiner with enlarged powers in any of the Cases; provided, however, that none of the foregoing shall require the Debtors to violate their fiduciary duties.

(d) Notwithstanding any order dismissing any of the Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Super-Priority Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties granted by the provisions of 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 Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Superpriority Claims. The terms and provisions of this Final Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Super-Priority Secured Parties granted by the provisions of this Final Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent (acting at the direction of the Required DIP Lenders).

(i) Other than as set forth in this Final Order, subject to the Carve Out, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest

that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

31. ***Limitation on Use of DIP Facility Proceeds, DIP Collateral and Cash Collateral***. Notwithstanding anything to the contrary set forth in this Final Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds of any of the foregoing may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (excluding any proceeding contemplated by paragraph 14 hereof) (i) against any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, in such capacities, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties under the DIP Documents, the Prepetition Documents, the Intercreditor Agreements, the Interim Order, or this Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed (if any) in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order,

judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties to recover on the Prepetition Collateral or the DIP Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the DIP Obligations or the Prepetition Super-Priority Indebtedness; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Super-Priority Indebtedness or the DIP Agent's, the DIP Lenders', and the Prepetition Super-Priority Secured Parties' respective liens or security interests in the Prepetition Collateral or the DIP Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties, or the DIP Secured Parties or the Prepetition Super-Priority Secured Parties' respective liens on or security interests in the Prepetition Collateral or the DIP Collateral that would impair the ability of any of the Prepetition Super-Priority Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Super-Priority Indebtedness, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including, without limitation, the Prepetition Super-Priority Liens or the DIP Liens) held by or on behalf of each of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness or the DIP Obligations, as applicable; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to or in connection with the DIP Obligations, Prepetition Super-Priority Indebtedness, the DIP Liens, or the Prepetition Super-Priority Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or

enforceability of: (i) any of the DIP Liens or the Prepetition Super-Priority Liens or any other rights or interests of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the DIP Obligations, Prepetition Super-Priority Indebtedness, DIP Liens, or the Prepetition Super-Priority Liens, provided that no more than $50,000 of the proceeds of the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used solely by any Committee appointed in these Cases, if any, solely to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the DIP Secured Parties or the Prepetition Super-Priority Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including, without limitation, the DIP Liens or the Prepetition Super-Priority Liens) held by or on behalf of each of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the DIP Obligations or the Prepetition Super-Priority Indebtedness.

32. ***Conditions Precedent***. No DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

33. ***Binding Effect; Successors and Assigns***. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Super-Priority Secured Parties, any committee appointed in these Cases, and the Debtors and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal

representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Super-Priority Secured Parties; *provided* that, except to the extent expressly set forth in this Final Order, the Prepetition Super-Priority Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Credit Agreement, a promissory note or otherwise) 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, the DIP Secured Parties and the Prepetition Super-Priority Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

34. ***Limitation of Liability***. In determining to make any loan under the DIP Documents, permitting 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, the DIP Secured Parties and the Prepetition Super-Priority Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or 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 any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Final Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Secured Parties, or any Prepetition Super-Priority Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

35. ***No Requirement to File Claim for DIP Obligations***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

36. ***Proofs of Claim***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties and Prepetition Second Out Super-Priority Secured Parties shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition First Out Indebtedness, Prepetition Second Out Indebtedness, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims; and the failure to file any such proof of claim or

request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Documents or of any other indebtedness, liabilities, or obligations arising at any time thereunder or under this Final Order or prejudice or otherwise adversely affect the Prepetition First Out Super-Priority Secured Parties' or the Prepetition Second Out Super-Priority Secured Parties' rights, remedies, powers, or privileges under any of the Prepetition Documents, the Interim Order, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

37. ***Intercreditor Agreements***. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements), shall (a) remain in full force and effect, (b) continue to govern the relative obligations, priorities, rights and remedies of each the Prepetition Super-Priority Secured Parties and DIP Secured Parties, as applicable, and (c) not be deemed to be amended, altered or modified by the terms of this Final Order unless expressly set forth herein or therein.

38. ***Section 552(b) of the Bankruptcy Code***. The (a) Prepetition Super-Priority Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and (b) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties, including, without limitation, the DIP Secured Parties or the Prepetition Super-Priority Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the DIP Collateral.

39. ***No Marshaling***. The DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Final Order, the DIP Documents and the Prepetition Super-Priority Loan Documents, notwithstanding any other agreement or provision to the contrary, and the Prepetition Super-Priority Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

40. ***Application of Proceeds of DIP Collateral***. The DIP Obligations, at the option of the Required DIP Lenders, to be exercised in their sole and absolute discretion, may be repaid (a) first, from the DIP Collateral comprising Previously Unencumbered Property and (b) second, from all other DIP Collateral.

41. ***Expense Invoices; Disputes; Indemnification***.

(a) The Debtors are hereby authorized and directed to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, and escrow agent's fees (including all fees and other amounts owed to the DIP Agent), the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in paragraphs 3(d)(iii) and 8(d) of this Final Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Final Order or the DIP Documents. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Documents) all reasonable and documented fees,

costs, and expenses, including the fees and expenses of counsel to the DIP Lenders, the DIP Agent, the Prepetition Super-Priority Administrative Agent, and the DIP/First Out Group, incurred on or prior to such date without the need for any professional engaged by the DIP Lenders, the DIP Agent, the Prepetition Super-Priority Administrative Agent, or the DIP/First Out Group to first deliver a copy of its invoice as provided for herein.

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute the DIP Obligations. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(d)(iii) and 8(d) of this Final Order without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; *provided* that copies of invoices for such professional fees, expenses, and disbursements (the "**Invoiced Fees**") shall be served by email on the Debtors, the U.S. Trustee, and counsel to any Committee (if appointed), who shall have five (5) business days (the "**Review Period**") to review and assert any objections thereto. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed (which shall provide sufficient information to determine if such fees and expenses are reasonable), and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work

product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, the Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "**Disputed Invoiced Fees**") if, within the Review Period, a Debtor, the Committee, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) Subject to any restrictions imposed by applicable law, nothing in this Final Order shall abrogate the indemnification provisions set forth in the Super-Priority Credit Documents. In addition, the Debtors will indemnify the DIP/First Out Group, ORC, and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "**Indemnified Person**") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions, procedures, and/or relief contemplated hereby. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions, procedures, and/or relief contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's fraud, bad faith, or willful misconduct, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

42. ***Credit Bidding and Sale Provisions***. Subject to the provisions of section 363(k) of the Bankruptcy Code, the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition Super-Priority Administrative Agent (at the direction of the Required Lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles), on behalf of the Required DIP Lenders (as defined in the DIP Credit Agreement) and the Required Lenders (as defined in the Super-Priority Credit Agreement), respectively, up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan. No Debtor shall object to, or solicit, support, or encourage any objection to, any rights set forth in this paragraph 42 and all relevant provisions of any Intercreditor Agreement shall apply and be binding with respect to any and all rights set forth in this paragraph 42.

43. ***Headings***. The headings in this Final Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Final Order.

44. ***Effect of this Final Order***. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

Exhibit H

DIP Credit Agreement

Execution Verison

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of February [ ], 2024

Among

[RANGE PARENT, INC.,]

[ROBERTSHAW US HOLDING CORP.,]

THE OTHER BORROWERS
FROM TIME TO TIME PARTY HERETO,

THE SUBSIDIARIES OF HOLDINGS
FROM TIME TO TIME PARTY HERETO,

THE FINANCIAL INSTITUTIONS AND OTHER PERSONS PARTY HERETO,
as the Lenders,

and

[ ],
as Administrative Agent

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITIONS

ARTICLE 2

THE CREDITS

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

ARTICLE 4

CONDITIONS

ARTICLE 5

AFFIRMATIVE COVENANTS

ARTICLE 6

NEGATIVE COVENANTS

ARTICLE 10

LOAN GUARANTY

SCHEDULES:

EXHIBITS:

Execution Verison

SUPER-PRIORITY CREDIT AGREEMENT

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of February [ ], 2024 (this "**Agreement**"), by and among [ROBERTSHAW US HOLDING CORP.], a Delaware corporation (the "**Company**" or the "**Borrower Agent**"), each of the other Subsidiaries party hereto as a borrower (each, a "**Subsidiary Borrower**"), [RANGE PARENT], INC. a Delaware corporation ("**Holdings**"), the subsidiaries of Holdings from time to time party hereto as subsidiary guarantors, the Lenders (as defined in Article 1) and [ ] ("**[ ]**"), as administrative agent for the Lenders (in their capacities as administrative agent, the "**Administrative Agent**") and collateral agent for the Lenders (in such capacity, the "**Collateral Agent**").

RECITALS

WHEREAS, on [ ], 2024 (the "Petition Date"), the Holdings, the Borrowers and certain [Domestic Subsidiaries] of the Borrowers (collectively, the "Debtors" and, each individually, a "Debtor") commenced cases (the "Chapter 11 Cases") under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and the Debtors have retained possession of their assets and are authorized under the U.S. Bankruptcy Code to continue the operations of their businesses as debtors-in-possession;

WHEREAS, prior to the Petition Date, the Lenders (together with the other Prepetition Lenders (as defined below)) provided financing to the Borrowers pursuant to that certain Super-Priority Credit Agreement, dated as of May 9, 2023, among Holdings, the Borrowers, Acquiom Agency Services LLC and Seaport Loan Products LLC, as Administrative Agent [since replaced by Delaware Trust][1] (the "Prepetition Administrative Agent"), and the lenders party thereto from time to time (the "Prepetition Lenders") (as so amended, and as further amended, restated, supplemented or otherwise modified from time to time through the Petition Date, the "Prepetition Credit Agreement");

WHEREAS, on the Petition Date, the Prepetition Lenders under the Prepetition Credit Agreement were owed approximately $[ ][2] in outstanding principal balance of Loans (as defined in the Prepetition Credit Agreement) (the "Prepetition Loans") plus interest, fees, costs and expenses and all other Prepetition Obligations under the Prepetition Credit Agreement;

WHEREAS, the Obligations under and as defined in the Prepetition Credit Agreement are secured by a security interest in substantially all of the existing and after-acquired assets of the Borrowers and the Subsidiary Guarantors (as defined in the Prepetition Credit Agreement) as more fully set forth in the Prepetition Loan Documents, and such security interest is perfected, and, as described in and subject to the terms of the Prepetition Loan Documents subject to certain limited exceptions set forth therein, has priority over other security interests;

WHEREAS, the Borrowers have requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrowers, a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount not to exceed $[56.0] million, to be funded on the [Funding Date] (the "DIP Facility");

WHEREAS, the proceeds of the DIP Facility shall be used to fund the general corporate purposes and working capital requirements of the Borrowers and its Subsidiaries (including, for the avoidance of doubt, any Foreign Subsidiaries) during the pendency of the Chapter 11 Cases pursuant to and in accordance with the Approved Budget;

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[1] To be confirmed.

[2] To be confirmed.

WHEREAS, subject to the terms hereof and the DIP Order, the Borrowers and the Guarantors have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a security interest in and lien upon the Collateral subject to the terms of this Agreement;

WHEREAS, the Borrowers and the Guarantors' business is a mutual and collective enterprise and the Borrowers and the Guarantors believe that the loans and other financial accommodations to the Borrowers under this Agreement will enhance the aggregate borrowing powers of the Borrowers and facilitate the administration of the Chapter 11 Cases and their loan relationship with the Administrative Agent and the Lenders, all to the mutual advantage of the Borrowers and the Guarantors.

WHEREAS, the Borrowers and each Guarantor acknowledges that it will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrowers as provided in this Agreement;

WHEREAS, the Administrative Agent's and the Lenders' willingness to extend financial accommodations to the Borrowers, and to administer the Borrowers' and the Guarantors' collateral security therefor, on a combined basis as more fully set forth in this Agreement and the other Loan Documents, is done solely as an accommodation to the Borrowers and the Guarantors and at the Borrowers' and the Guarantors' request and in furtherance of the Borrowers' and the Guarantors' mutual and collective enterprise; and

WHEREAS, all capitalized terms used in this Agreement, including in these recitals, shall have the meanings ascribed to them in Section 1.01 below, and, for the purposes of this Agreement and the other Loan Documents, the rules of construction set forth in Section 1.03 shall govern. All Schedules, Exhibits, Annexes, and other attachments hereto, or expressly identified in this Agreement, are incorporated by reference, and taken together with this Agreement, shall constitute a single agreement. These recitals shall be construed as part of this Agreement.

The Lenders are willing to extend such credit hereunder on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

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

"**ABR**" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

"**Acceptable Plan**" shall mean a chapter 11 plan of reorganization or liquidation in the Chapter 11 Cases of the Debtors and the Parent Entities that provides for a Discharge of DIP Obligations and otherwise contains terms and conditions, including as to treatment of Prepetition Indebtedness that are satisfactory to the Required Lenders.

"**ACH**" means automated clearing house transfers.

"**Adequate Protection Claims**" has the meaning assigned to such term in the DIP Order.

"**Adequate Protection Payments**" shall have the meaning assigned to such term in the DIP Order.

"**Administrative Agent**" has the meaning assigned to such term in the preamble to this Agreement.

"**Administrative Questionnaire**" means a form of administrative questionnaire provided by the Administrative Agent from time to time.

"**Adverse Proceeding**" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings or any of its Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of Holdings or any of its Subsidiaries, threatened in writing against or affecting Holdings or any of its Subsidiaries or any property of Holdings or any of its Subsidiaries.

"**Ad Hoc Group of Term Lenders**" means each of [Bain], [Canyon] and [Eaton Vance] (and excluding, for the avoidance of doubt, [Invesco]).

"**Affected Lender**" has the meaning set forth in Section 2.26(c).

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. No Person shall be an "Affiliate" solely because it is an unrelated portfolio company of a Sponsor and none of the Administrative Agent, any Lender or any of their respective Affiliates shall be considered an Affiliate of Holdings or any Subsidiary thereof.

"**Agent Fee Letter**" means a letter agreement between the Administrative Agent and the Borrower Agent, dated as of [__][3], relating to certain fees payable to the Administrative Agent (for its own account and the ratable account of the Lenders, as applicable) in connection with this Agreement and the Term Loans.

"**Agreement**" has the meaning assigned to such term in the preamble hereof.

"**Alternate Base Rate**" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1.00% and (c) Term SOFR for a one month Interest Period on such day (plus the applicable Term SOFR Adjustment) (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%, provided that, however, that if the Alternative Base Rate determined as provided above would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14(a) hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption applicable to Holdings or its Subsidiaries.

"**Applicable Percentage**" means, with respect to any Lender for any Class, a percentage equal to a fraction the numerator of which is the aggregate outstanding principal amount of the Loans of such Lender and the denominator of which is the aggregate outstanding principal amount of the Loans of all Lenders under the applicable Class.

"**Approved Budget**" shall mean the Initial Budget for all purposes of this Agreement until superseded by a "Subsequent DIP Budget" in accordance with, and to the extent permitted by, Section 5.19.

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[3] NTD: To fill in the actual date of the Agency Fee Letter if not the Closing Date.

"**Approved Budget Variance Report**" shall have the meaning set forth in Section 5.19.

"**Approved Fund**" means any Person (other than 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 activities and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Approved Jurisdiction**" means Canada, Cayman Islands, the Netherlands, Australia, New Zealand, United Kingdom and Luxembourg and any other jurisdiction mutually agreed in writing by the Borrower Agent and the Administrative Agent.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), and accepted by the Administrative Agent, in the form of Exhibit B or any other form approved by the Administrative Agent and the Borrower Agent.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of the term "Interest Period" pursuant to Section 2.26.

"**Backstop Fee**" shall have the meaning assigned to such term in Section [2.12(b)].

"**Backstop Parties**" shall mean each of the entities set forth on Schedule [2.12].

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

"**Bail-In Legislation**" means, 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 for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Banking Services**" means each and any of the following bank services provided to Holdings or any Subsidiary (a) under any arrangement that is in effect on the Closing Date between any Borrower and a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender (as each such term is defined in the ABL Facility Credit Agreement) as of the Closing Date or (b) under any arrangement that is entered into after the Closing Date by Holdings or any Subsidiary with any counterparty: (i) commercial credit cards, (ii) stored value cards, (iii) purchasing cards, (iv) supply chain financings and (v) treasury management services (including, without limitation, controlled disbursement, lockbox, ACH transactions, overdrafts, return items and interstate depository network services).

"**Banking Services Obligations**" of the Loan Parties means any and all obligations of the Loan Parties, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services.

"**Bankruptcy Code**" means Title 11 of the United States Code (11 U.S.C. § 101 *et seq*.), as the same may be, or may have been, amended, modified or supplemented from time to time.

"**Bankruptcy Court**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**Basket**" means any amount, threshold or other value permitted or prescribed with respect to any Lien, Indebtedness, disposition, Investment, Restricted Payment, transaction value, judgment or other amount under any provision in this Agreement.

"**Benchmark**" means initially, the Term SOFR Reference Rate; provided, if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.26.

"**Benchmark Replacement**" means with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and Borrower Agent giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the relevant Governmental Authority or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by Administrative Agent and Borrower Agent giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the relevant Governmental Authority or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"**Benchmark Replacement Conforming Changes**" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept 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 Section 2.14 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Benchmark Replacement Date**" means a date and time determined by Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or clause (2) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative, non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or clause (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

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

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative of, in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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

"**Benchmark Unavailability Period**" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.26 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.26.

"**Board**" means the Board of Governors of the Federal Reserve System of the United States of America.

"**Borrower Agent**" has the meaning assigned to such term in the preamble to this Agreement.

"**Borrowers**" means (a) the Borrower Agent, (b) the Subsidiary Borrowers and (c) any Subsidiary that, in accordance with Section 5.12, becomes a party hereto as a Borrower by executing a Joinder Agreement; provided that any Subsidiary that is or has become a Borrower pursuant to such clause (c) may have its status as a Borrower terminated by delivering a notice to the Administrative Agent from the Borrower Agent and such Borrower electing to terminate such Subsidiary's status as a Borrower; provided that any change in status resulting in a Subsidiary no longer being a Borrower shall not release or terminate any Liens granted to the Administrative Agent by such Subsidiary prior to such change in status.

"**Borrowing**" means any Loans of the same Type made, converted or continued on the same date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

"**Borrowing Request**" means a request by any Borrower (or the Borrower Agent on behalf of such Borrower) for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit E, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Borrower Agent and the Administrative Agent or such other form as shall be reasonably acceptable to the Administrative Agent.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"**Capitalized Lease Obligation**" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capital Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"**Capital Lease**" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person; provided that any lease that is or would be characterized as an operating lease for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "**ASU**") shall continue to be accounted for as an operating lease for purposes of this Agreement (whether or not such operating lease was in effect on such date) notwithstanding the fact that such lease is required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as a Capital Lease in the financial statements to be delivered pursuant to Section 5.01.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but

excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing unless and until any such instruments are so converted or exchanged.

"**Captive Insurance Subsidiary**" means any Subsidiary of the Borrower Agent that is subject to regulation as an insurance company (or any Subsidiary thereof).

"**Carve Out**" shall have the meaning set forth for the defined term "Carve Out" in the DIP Order.

"**Cash**" means money, currency or a credit balance in any demand or Deposit Account.

"**Cash Collateral**" has the meaning assigned to such term in the DIP Order.

"**Cash Equivalents**" means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or (ii) issued by any agency of the United States government the obligations of which are backed by the full faith and credit of the United States, in each case maturing within 24 months or less from the date of acquisition; (b) readily marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within not more than 24 months from the date of acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's; (c) commercial paper maturing no more than within 12 months after the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither Moody's nor S&P is rating such obligations, an equivalent rating from another Rating Agency); (d) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, or demand deposits, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any domestic or foreign commercial bank having capital and surplus of not less than $500,000,000 in the case of U.S. banks (or the U.S. dollar equivalent as of the date of determination in the case of non-U.S. banks); (e) shares of any money market mutual fund (i) whose investment guidelines restrict 95% of such fund's investments to the types of investments referred to in clauses (a) and (b) above, (ii) has net assets of not less than $250,000,000, and (iii) has the highest rating obtainable from either S&P or Moody's; (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by S&P, in each case, maturing within one year from the date of acquisition thereof, (g) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks and which are secured by readily marketable direct obligations of the United States government or any agency thereof, (h) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P is rating such obligations, an equivalent rating from another Rating Agency), (i) investment funds investing substantially all of their assets in securities of the types described in clauses (a) through (h) above, and (j) solely with respect to any Captive Insurance Subsidiary, any investment that the Captive Insurance Subsidiary is not prohibited to make in accordance with applicable Requirements of Law. In the case of Investments by any Foreign Subsidiary that is a Subsidiary or Investments made in a country outside the United States, Cash and Cash Equivalents shall also include (x) investments of the type and maturity described in clauses (a) through (i) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term investments utilized by Foreign Subsidiaries that are Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments described in clauses (a) through (i) of the first sentence of this definition of "Cash Equivalents**.**"

"**Cash Management Order**" shall mean the Final Order (I) Authorizing Debtors to (A) Continue to Operate Their Cash management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms and (D) Perform Intercompany Transactions; and (II) Granting Related Relief.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**Change in Law**" means (a) the adoption of any law, rule, regulation or treaty after the Closing Date, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such 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 the Closing Date (other than any such request, guideline or directive to comply with any law, rule, regulation or treaty that was in effect on the Closing Date). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof; provided that increased costs as a result of any Change in Law pursuant to this clause (x) shall only be reimbursable by the Borrowers to the extent the applicable Lender represents that it is requiring reimbursement therefor from similarly situated borrowers under comparable syndicated credit facilities, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (x) and (y) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"**Change of Control**" means and shall be deemed to have occurred if, at any time after the Closing Date:

(a) at any time:

(i) the Permitted Holder shall at any time not own, in the aggregate, directly or indirectly, beneficially, at least 50% of the aggregate voting power of the outstanding Capital Stock of Holdings; or

(ii) (1) any Person (other than a Permitted Holder) or (2) Persons (other than one or more Permitted Holders) constituting a "group" (as such term is used in Section 13(d) and Section 14(d) of the Exchange Act), (y) any employee benefit plan of such Person or "group" and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan or (z) any Parent Company, becomes the "beneficial owner" (as defined in Rules 13(d) 3 and 13(d)-5 under the Exchange Act), directly or indirectly, of Capital Stock representing more than the greater of (x) 35.0% of the total voting power of all of the outstanding voting stock of Holdings and (y) the percentage of the total voting power of all of the outstanding voting stock of Holdings owned, directly or indirectly, beneficially by the Permitted Holders;

(b) the Borrower Agent ceasing to be directly or indirectly Wholly-Owned Subsidiary of Holdings (or, to the extent permitted pursuant to Section 1.14, Intermediate Holdings).

Notwithstanding the foregoing, in no event shall any transaction contemplated by the RSA constitute a Change of Control hereunder or under any other Loan Document.

"**Chapter 11 Cases**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**Charge**" means any charge, expense, cost, accrual, reserve or losses of any kind.

"**Closing Date**" means [__], 2024, which was the date on which the conditions specified in Section 4.01 were satisfied (or waived by the Required Lenders).

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" shall have the meaning assigned to the term "[DIP Collateral]" in the DIP Order.

"**Collateral and Guarantee Requirement**" shall mean the requirement that (in each case subject to the DIP Order, Section 5.10):

(a) the Obligations shall have been secured by a perfected security interest in the Collateral with the priority required by the DIP Order [(subject in all respects to the Carve Out)] through the provisions of the DIP Order, to the extent such security interest may be perfected by virtue of the DIP Order or by filings of Uniform Commercial Code financing statements;

(b) on the Closing Date, the Collateral Agent shall have received from each Loan Party, a counterpart of the Guarantee Agreement, in each case duly executed and delivered on behalf of such person; and

(c) in the case of any person that becomes a Loan Party after the Closing Date, the Administrative Agent shall have received supplements to the Guarantee Agreement and any other documents reasonably requested by the Administrative Agent or the Required Lenders, in the form specified therefor or otherwise reasonably acceptable to the Administrative Agent, in each case, duly executed and delivered on behalf of such Loan Party, that will provide a perfected security interest in the Collateral with the priority required by the DIP Order (subject in all respects to the Carve Out).

provided, however, that the foregoing definition shall not require, and the Loan Documents shall not contain any requirements as to, the creation or perfection of pledges of, security interests in, mortgages on, or the obtaining of title insurance, surveys, abstracts or appraisals or taking other actions with respect to, any Excluded Property.

"**Collateral Documents**" means the Pledge and Security Agreement, the Guarantee Agreement, the DIP Order, and each of the security agreements, intellectual property security agreements, pledge agreements and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.12.

"**Commitment Expiration Date**" means the earlier of: (i) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor, (ii) the closing of any sale of assets pursuant to Section 363 of the U.S. Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties, and (iii) the Plan Consummation Date;

"**Commitment Period**" means the period commencing on the Closing Date and ending at 5:00 p.m. Central Time on the Commitment Expiration Date.

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

"**Commitment Schedule**" means the Schedule attached hereto as Schedule 1.01(a).

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.), as amended from time to time, and any successor statute.

"**Company**" has the meaning assigned to such term in the preamble to this Agreement.

"**Compliance Certificate**" means a Compliance Certificate substantially in the form of Exhibit C.

"**Confidential Information**" has the meaning assigned to such term in Section 9.13.

"**Contractual Obligation**" means, as applied to any Person, any provision of any Security issued by that Person or of any material indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Controlled Investment Affiliate**" means, with respect to Sponsor, any fund or investment vehicle that (i) is organized for the purpose of making debt or equity investments in one or more companies and (ii) is Controlled by, or under common Control with Sponsor. For purposes of this definition "control" means the power to direct or cause the direction of management and policies of a Person, whether through the ownership of voting securities by contracts or otherwise.

"**Credit Event**" shall have the meaning assigned to such term in Article IV.

"**Credit Facility**" means the Loans provided to or for the benefit of the Borrowers pursuant to the terms of this Agreement.

"**Cured Default**" has the meaning set forth in Section 1.03.

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the relevant Governmental Authority for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then Administrative Agent may establish another convention in its reasonable discretion.

"**Debtor Relief Laws**" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Default**" means any event or condition which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"**Default Rate**" has the meaning assigned to such term Section 2.13(f).

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"**DIP Facility**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**DIP Obligations**" shall have the meaning assigned to such term in the DIP Order.

"**DIP Order**" shall mean the Interim Order, and upon its entry, the Final Order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order is in effect and not vacated or stayed, together with all extensions, modifications and amendments thereto which are satisfactory to the Required Lenders,

which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guarantee) the Obligations, and grant Liens under this Agreement and the other Loan Documents, as the case may be, provides for the superpriority of the Administrative Agent's and the Lenders' claims and authorizes the use of Cash Collateral.

"**Discharge of DIP Obligations**" shall mean the occurrence of (a) all Commitments shall have been terminated and (b) the principal of and interest on each Loan, all Lender Payments and all other expenses or amounts payable under any Loan Document shall have been paid in full in cash (other than in respect of contingent indemnification and expense reimbursement claims not then due).

"**Disclosure Statement**" shall mean the related disclosure statement (and all exhibits thereto) with respect to the Acceptable Plan, which shall be reasonably satisfactory to the Required Lenders in all material respects.

"**Disclosure Statement Order**" shall mean the order of the Bankruptcy Court approving the adequacy of the Disclosure Statement and authorizing solicitation of votes on the Acceptable Plan, which shall be reasonably satisfactory to the Required Lenders in all material respects.

"**Direction of the Required Lenders**" means a written direction or instruction from Lenders constituting the Required Lenders which may be in the form of an email or other form of written communication and which may come from any Specified Lender Advisor. Any such email or other written communication from a Specified Lender Advisor shall be conclusively presumed to have been authorized by a written direction or instruction from the Required Lenders and such Specified Lender Advisor shall be conclusively presumed to have acted on behalf of and at the written direction or instruction from the Required Lenders (and the Administrative Agent shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein to (i) documents, agreements or other matters being "satisfactory," "acceptable," "reasonably satisfactory" or "reasonably acceptable" (or any expression of similar import) to the Required Lenders, such determination may be communicated by a Direction of the Required Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Lenders, such consent, approval or determination may be communicated by a Direction of the Required Lenders as contemplated above. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any written direction or instruction from the Required Lenders that is purported to be a Direction of the Required Lenders, and the Administrative Agent shall not have any responsibility to independently determine whether such direction has in fact been authorized by the Required Lenders.

"**Disqualified Capital Stock**" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (ii) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (a) debt securities or (b) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (iii) contains any repurchase obligation which may come into effect prior to the Termination Date or (iv) provides for the scheduled payments of dividends in Cash on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (other than any tax distributions permitted pursuant to Section 6.05(a)(ii)(B)); provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of a change in control, an asset sale, casualty, condemnation or eminent domain or similar event occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that (i) the issuer thereof will not redeem any such

Capital Stock pursuant to such provisions on or prior to 91 days following the Latest Maturity Date or (ii) such rights shall be subject to the prior occurrence of the Termination Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued to any plan for the benefit of employees or by any such plan to such employees, in each case in the ordinary course of business of Holdings or any Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any future, present or former employee, director, officer or consultant (or their respective Affiliates or Immediate Family Members) of Holdings (or any Parent Company or any Subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

"**Disqualified Institutions**" means (A) [Invesco] and (B) those Persons (the list of all such Persons, the "**Disqualified Institutions List**") that are (i) identified in writing by Sponsor to the Administrative Agent on or prior to [__], 2024, (ii) competitors of Holdings and its subsidiaries that are identified in writing by Holdings from time to time (which list of competitors may be supplemented in writing by the Borrower Agent after the Closing Date from time to time by means of a written notice to the Administrative Agent), or (iii) Affiliates of such Persons set forth in clauses (i) and (ii) above to the extent such Affiliates are either (a) identified in writing by Holdings or Borrower Agent from time to time by means of a written notice to the Administrative Agent or (b) clearly identifiable solely on the basis of the similarity of such Affiliate's name; provided, that, to the extent Persons are identified as Disqualified Institutions in writing by the Borrower Agent or Holdings to the Administrative Agent after the Closing Date, the inclusion of such Persons as Disqualified Institutions shall not retroactively apply to prior assignments or participations in respect of any Loan under this Agreement; provided, further, that any bona fide debt fund that is primarily engaged in, or that otherwise advise funds or other investment vehicles that are engaged in, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit and securities in the ordinary course of business and that is an Affiliate of a competitor shall not be (or be permitted to be designated as) a Disqualified Institution. Notwithstanding the foregoing, Holdings and Borrower Agent, by written notice to the Administrative Agent, may from time to time in its sole discretion remove any entity [(other than, for the avoidance of doubt, Invesco)] from the Disqualified Institutions List (or otherwise modify such list to exclude any particular entity), and such entity removed or excluded from the Disqualified Institutions List shall no longer be a Disqualified Institution for any purpose under this Agreement or any other Loan Document, unless subsequently identified in writing in accordance with this definition. The Borrowers shall deliver the Disqualified Institutions List and any updates, supplements or modifications thereto to the notice address for the Administrative Agent in accordance with Section 9.01 and any such updates, supplements or modifications thereto shall only become effective 3 Business Days after notice of such update, supplement or modification has been delivered to the Administrative Agent in accordance with the terms hereof. In the event the Disqualified Institutions List is not delivered in accordance with the foregoing, it shall be deemed not received and not effective (except with respect to any delivery on or prior to the Closing Date).

"**Disqualified Institutions List**" has the meaning as set forth in the definition of "Disqualified Institutions**.**"

"**Disqualified Person**" has the meaning as set forth in Section 9.05.

"**Distressed Person**" shall have the meaning provided in the definition of the term "Lender-Related Distress Event."

"**Dollars**" or "**$**" refers to lawful money of the United States of America.

"**Domestic Liquidity**" shall mean, as of any date, the sum, without duplication of the (a) aggregate Dollar equivalent of all unrestricted cash and Cash Equivalents held by the Borrowers and its Domestic Subsidiaries who are Debtors under the Chapter 11 Cases at such time, and (b) proceeds of the Term Loans. As used herein, the term "unrestricted" as it relates to such cash or Cash Equivalents excludes any such amounts representing deposits, escrows, sinking fund payments or other amounts that are otherwise encumbered (other than pursuant to the Loan Documents or the Prepetition Loan Documents), held in trust, or dedicated for a particular use and/or which would not be characterized as "unrestricted cash" on the financial statements of such entities in accordance with GAAP.

"**Domestic Subsidiaries**" means all Subsidiaries incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

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

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein, and Norway.

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

"**Effect**" means any effect, change, event, occurrence, development or circumstance.

"**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

"**Eligible Assignee**" means (a) a Lender, (b) a commercial bank, insurance company, finance company, financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act), (c) any Affiliate of a Lender or (d) an Approved Fund of a Lender; provided that in any event, "Eligible Assignee" shall not include (i) any natural person, (ii) any Disqualified Institution, (iii) [reserved], (iv) Holdings or any Borrower or any Subsidiary thereof or (v) any Sponsor or any of its Affiliates.

"**Environmental Claim**" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), which is formally alleged or asserted in writing against Holdings or any of its Subsidiaries by any Governmental Authority or any other Person, with respect to (a) any actual or alleged violation of any Environmental Law; (b) any Release of any Hazardous Material or any actual or alleged Hazardous Materials Activity requiring remedial action under Environmental Law; or (c) any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

"**Environmental Laws**" means any and all applicable current or future foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other requirements of Governmental Authorities and the common law relating to (a) pollution or protection of the environment, including those relating to any Hazardous Materials Activity; (b) the generation, use, storage, transportation or disposal of Hazardous Materials; or (c) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health or welfare.

"**Environmental Liability**" means any liability under Environmental Laws (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of Holdings or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the clean-up, remediation, corrective action, or abatement of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability of any other person is assumed or imposed with respect to any of the foregoing.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

"**ERISA Affiliate**" means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; or (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member.

"**ERISA Event**" means (a) a "reportable event" within the meaning of Section 4043(c) of ERISA or the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, whether or not waived, (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which could reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of liability on Holdings, any Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 or 4205 of ERISA) from any Multiemployer Plan, or the receipt by Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in endangered or critical status under Section 432 of the Code or Section 305 of ERISA, or that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the occurrence of an act or omission which could reasonably be expected to give rise to the imposition on Holdings, any Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, taxes or related Charges under Chapter 43 of the Code or under Section 409, Section 502(c), (i) or (1), or Section 4071 of ERISA in respect of any Pension Plan; (i) the incurrence of liability or the imposition of a Lien on the assets of Holdings or any Subsidiaries pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan; or (j) a determination that any Pension Plan is, or is expected to be, considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA.

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

"**Event of Default**" has the meaning assigned to such term in Article 7.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"**Excluded Foreign Subsidiary**" means (a) any Foreign Subsidiary and (b) any Foreign Holding Company.

"**Excluded Property**" shall have the meaning assigned to such term in the Pledge and Security Agreement.

"**Excluded Subsidiary**" means (a) any Domestic Subsidiary to the extent (and only so long as) such Domestic Subsidiary is prohibited by law, regulation, constituent document (to the extent existing on the Closing Date or on the date such Person becomes a Subsidiary and to the extent such prohibition was not created in contemplation of evading a guarantee) or Contractual Obligations (to the extent existing on the Closing Date or on the date such Person becomes a Subsidiary (and not created in contemplation of such Person becoming a Subsidiary or in contemplation of evading a guarantee)) from providing a Loan Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide such Loan Guaranty or where the provision of a Loan Guaranty by such Domestic Subsidiary could reasonably be determined to result in adverse tax consequences as reasonably determined by Holdings; (b) any Immaterial Subsidiary, (c) [reserved], (d) any special purpose entities formed in connection with permitted Factoring Facilities, (e) any Excluded Foreign Subsidiary, and (f) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Required Lenders and Holdings, the burden or cost (including any material adverse tax consequences) of providing a Loan Guaranty or a Lien to secure such Loan Guaranty shall outweigh the benefits to be afforded thereby; provided that, notwithstanding anything to the contrary above, no Subsidiary designated as (i) a Borrower pursuant to the definition of "**Borrower**" or (ii) a Subsidiary Guarantor pursuant to the definition of "**Subsidiary Guarantor**" shall be treated as an Excluded Subsidiary for purposes of the Loan Documents.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to, or required to be withheld or deducted from a payment to, the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of a Borrower or any other Loan Party hereunder, (a) Taxes imposed on (or measured by) such person's net income (however denominated) or franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any U.S. federal withholding tax that is imposed on amounts payable to or for the account of such Lender with respect to an interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in a Loan or Commitment (other than pursuant to an assignment request by the Borrowers under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17(a), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) any tax imposed as a result of such person failure to comply with Section 2.17(e) or (f), and (d) any withholding Tax imposed under FATCA.

"**Exit Fee**" shall has the meaning assigned to such term in Section 2.12(e).

"**Extended Maturity Date**" shall have the meaning assigned to such term in Section 2.23.

"**Extension Effective Date**" shall have the meaning assigned to such term in Section 2.23(a).

"Facility" shall mean the DIP Facility.

"**Factoring Agent**" means a bank, financial institution or other third party which provides financing pursuant to transactions similar to the type described in the definition of "Factoring Facility" in the ordinary course of its business.

"**Factoring Facility**" means any transaction or series of transactions entered into by any Subsidiary which is not a Loan Party pursuant to which such Subsidiary sells, conveys, assigns or otherwise transfers

Supplier Financing Assets to a Factoring Agent in return for the simultaneous payment of a purchase price in immediately available funds; provided that such transaction is on customary market terms as determined in good faith by the board of directors of Holdings or such Subsidiary.

"**Fair Market Value**" means with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as determined in good faith by Holdings or the Borrower Agent.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"**Federal Funds Effective Rate**" means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three (3) Federal Funds brokers of recognized standing selected by the Administrative Agent (acting at the written direction of the Required Lenders).

"**Final Order**" shall mean the Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Related Relief, which shall be in form and substance satisfactory to the Required Lenders.

"**Financial Officer**" of any Person means the chief financial officer, treasurer, assistant treasurer, vice president of finance or controller of such Person.

"**Financial Officer Certification**" means, with respect to the financial statements for which such certification is required, the certification of a Financial Officer of Holdings that such financial statements fairly present, in all material respects, in accordance with GAAP, the financial condition of Holdings and its subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year, such fiscal quarter ending on the last day of the calendar quarter.

"**Fiscal Year**" means the fiscal year of Holdings and its Subsidiaries ending on March 31 of each calendar year.

"**Flood Hazard Property**" means any Mortgaged Property located in an area designated by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the Flood Insurance Laws.

"**Flood Insurance Laws**" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as

now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto, and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Floor**" means a rate per annum equal to 1.00%.

"**Foreign Holding Company**" means any Domestic Subsidiary of Holdings that has no material assets other than equity (including any debt instrument treated as equity for U.S. federal income tax purposes) or equity and indebtedness of one or more Foreign Subsidiaries of Holdings that are CFCs or Foreign Holding Companies.

"**Foreign Lender**" means a Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"**Foreign Subsidiary**" means any Subsidiary that is not a Domestic Subsidiary.

"**Funding Account**" has the meaning assigned to such term in Section 2.03(v).

"**Funding Date**" means any date on which any Term Loans are funded.

"**GAAP**" means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, as in effect from time to time, subject to the provisions of Section 1.04. Notwithstanding any other provision contained herein the characterization under GAAP with respect to Capital Leases shall be determined in accordance with the definition of Capital Leases.

"**Governmental Authority**" means any federal, state, local, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the United States, the United States, or a foreign government.

"**Governmental Authorization**" means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

"**Granting Lender**" has the meaning assigned to such term in Section 9.05(e).

"**Guarantee**" of or by any Person (the "**Guarantor**") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the "**Primary Obligor**") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) any Lien on any assets of such guarantor securing any Indebtedness of any other Person, whether or not such Indebtedness is assumed by such guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain such Lien); provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable

indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"**Guarantee Agreement**" shall mean the Guarantee Agreement, dated as of the Closing Date, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, among Holdings, the Borrowers, each Subsidiary Guarantor and the Collateral Agent.

"**Guaranteed Obligations**" has the meaning assigned to such term in Section 10.01.

"**Guarantor Percentage**" has the meaning assigned to such term in Section 10.11.

"**Hazardous Materials**" means any chemical, material, substance or waste, or any constituent thereof, exposure to which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority or which may or could pose a hazard to human health and safety or to the indoor or outdoor environment.

"**Hazardous Materials Activity**" means any activity that is regulated under Environmental Laws by Holdings or any of its Subsidiaries involving the use, manufacture, possession, storage, holding, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

"**Hedging Obligations**" means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

"**Holdings**" has the meaning assigned to such term in the preamble to this Agreement.

"**IFRS**" means international financial reporting standards and interpretations issued by the International Accounting Standards Board or any successor thereto, as in effect from time to time.

"**Immaterial Subsidiary**" means, as of any date of determination, any Subsidiary of Holdings (other than a Borrower) (a) having Consolidated Total Assets at the last day of the most recent Test Period in an amount of less than 2.5% of Consolidated Total Assets of Holdings and its Subsidiaries and (b) contributing less than 2.5% to consolidated gross revenues of Holdings and its Subsidiaries, in each case, for the most recently ended Test Period for which financial statements are available; provided that the Consolidated Total Assets (as so determined) and revenue (as so determined) of all Immaterial Subsidiaries shall not exceed 2.5% of Consolidated Total Assets of Holdings and its Subsidiaries or 2.5% of the consolidated gross revenues of Holdings and its Subsidiaries for the relevant Test Period, as the case may be.

"**Immediate Family Member**" means with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"**Indebtedness,**" as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money; (b) Capitalized Lease Obligations; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet

prepared in accordance with GAAP; (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation or purchase price adjustment until such obligation becomes a liability on the balance sheet (excluding any footnotes thereto) in accordance with GAAP and is not paid within 30 days after becoming due and payable, (x) any such obligations incurred under ERISA, (y) trade accounts payable and accrued expenses in the ordinary course of business (including on an inter-company basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than twelve months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness of others secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (f) the face amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (g) all obligations of such Person in respect of any Disqualified Capital Stock; (h) [reserved]; and (i) to the extent not otherwise included above, the Guarantee by such Person of the Indebtedness of another described in clauses (a) through (h) of the foregoing; provided that (i) [reserved] and (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer; provided that notwithstanding anything herein to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of FASB Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder.

"**Indemnified Taxes**" means all (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"**Information**" has the meaning set forth in Section 3.11(a).

"**Initial Budget**" shall have the meaning assigned to such term in Section 5.19.

"**Initial Term Loans**" shall have the meaning assigned to such term in the definition of "Term Loan Commitment".

"**Interest Charges**" has the meaning assigned to such term in Section 9.19.

"**Interest Election Request**" means a request by the Borrower Agent in the form of Exhibit G hereto or such other form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

"**Interest Payment Date**" means (a) with respect to any ABR Loan, the first Business Day of each January, April, July and October and the Maturity Date or the maturity date applicable to such Loan or commitment added pursuant to Section 9.02(c) and (b) with respect to any SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a SOFR Loan with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing.

"**Interest Period**" means (a) with respect to any SOFR Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one or three

months (in each case, subject to the availability thereof), as the Borrower Agent may elect in its Borrowing Request; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day; (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, (iii) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made and (iv) the initial Interest Period with respect to any Term Loan shall commence on the date on which such loans are funded and end on the next Interest Payment Date for the Term Loans and thereafter, each Term Loan shall constitute part of the same Borrowing as the Term Loans. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing

"**Interim Order**" shall mean the Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay (VI) Scheduling a Final Hearing and (II) Related Relief, in form and substance satisfactory to the Required Lenders.

"**Intermediate Holdings**" has the meaning set forth in Section 1.14.

"**Inventory**" has the meaning assigned to such term in the Pledge and Security Agreement.

"**Invesco**" means Invesco Ltd., Invesco Senior Secured Management, Inc. and any of their Affiliates (including, without limitation, any funds, accounts or other investment vehicles advised, sub-advised or directly or indirectly managed by any of them).

"**Investment**" means (a) any purchase or other acquisition by Holdings or any of its Subsidiaries of, or of a beneficial interest in, any of the Securities of any other Person (other than a Borrower or a Subsidiary Guarantor), (b) the acquisition by purchase or otherwise (other than purchases or other acquisitions of inventory, materials, supplies and equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any Person or any division or line of business or other business unit of any Person, and (c) any loan, advance (other than (i) advances to current or former employees, officers, directors and consultants of Holdings or their Subsidiaries or any Parent Company for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business and (ii) advances made on an inter-company basis in the ordinary course of business for the purchase of inventory) or capital contribution by Holdings or any of its Subsidiaries to any other Person (other than a Borrower or any Subsidiary Guarantor). Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, but giving effect to any repayments of principal in the case of Investments in the form of loans and any return of capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the initial Investment).

"**IRS**" means the United States Internal Revenue Service.

"**Joinder Agreement**" has the meaning assigned to such term in Section 5.12(a).

"**Junior Indebtedness**" means (i) any Subordinated Indebtedness, (ii) any Indebtedness secured by Liens junior to the Lien of the Administrative Agent with respect to the Collateral and (iii) any Indebtedness that is unsecured; provided, that Factoring Facilities and Supplier Financing Facilities shall not constitute Junior Indebtedness.

"**Latest Maturity Date**" means, as of any date of determination, the latest maturity or expiration date applicable to any Loan or commitment hereunder at such time, including the latest maturity or expiration date of any Term Loan.

"**Lender Default**" means (i) the refusal or failure of any Lender to make available its portion of any incurrence of Loans or pay over any other amount required to be paid hereunder, which refusal or failure is not cured within two Business Days after the date of such refusal or failure, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding that has not been waived (specifically identified and including the particular default, if any) has not been satisfied, (ii) the failure of any Lender to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, (iii) a Lender has notified the Borrower Agent and the Administrative Agent, in writing, that it does not intend to comply with its funding obligations under this Agreement or has made a public statement to that effect with respect to its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (iv) a Lender has failed to confirm in a manner reasonably satisfactory to the Administrative Agent and the Borrower Agent that it will comply with its funding obligations under this Agreement, (v) a Distressed Person has admitted in writing that it is insolvent or such Distressed Person becomes subject to a Lender-Related Distress Event, (vi) a Lender that has, or has a direct or indirect parent company that has, become the subject of a Bail-in Action, or (vii) the failure of any Lender, within three Business Days after request by the Borrower Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans.

"**Lender-Related Distress Event**" means, with respect to any Lender or any other Person that directly or indirectly controls such Lender (each, a "**Distressed Person**"), (a) (i) that such Distressed Person is or becomes subject to a voluntary or involuntary case with respect to such Distressed Person under any Debtor Relief Laws, (b) a custodian, conservator, receiver, or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or (c) such Distressed Person is subject to a forced liquidation, makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt.

"**Lender Payments**" has the meaning assigned to such term in Section 2.12(e).

"**Lenders**" means the Persons from time to time party hereto as lenders in respect of any Loans or Commitments.

"**Lien**" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement or right of way burdening the subject real property or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed a Lien.

"**Loan**" means any Term Loan.

"**Loan Documents**" means this Agreement, any Promissory Notes issued pursuant to the Agreement, the Collateral Documents, any Joinder Agreement and the DIP Order. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto.

"**Loan Guarantor**" means (i) Holdings, (ii) each Subsidiary Guarantor, and (iii) each Borrower except with respect to its own Obligations hereunder. Notwithstanding anything else included herein, in no event will the Loan Guarantors include any Foreign Subsidiary to the extent that the provision of a Guarantee from such person could reasonably be expected to result in material and adverse tax consequences to Holdings and its Subsidiaries

"**Loan Guarantee**" means Article 10 of this Agreement.

"**Loan Installment Date**" has the meaning assigned to such term in Section 2.10(a).

"**Loan Parties**" means Holdings, each Borrower, each Subsidiary Guarantor and any other Person who becomes a party to this Agreement as a Loan Party pursuant to a Joinder Agreement, and their respective successors and assigns.

"**Management Investors**" means the officers, directors, employees and other members of the management of Holdings and its Subsidiaries.

"**Maquiladoras Investments**" means the Investments by Loan Parties in Controles Latinoamericanos, S de RL de C.V. and Controles Temex S de RL de CV to pay for such entities' operating costs and expenses and certain related fees and expenses.

"**Margin Stock**" shall have the meaning assigned to such term in Regulation U.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, property, operations, financial condition, performance, contingent liabilities, material agreements or prospects of Holdings and its Subsidiaries, taken as a whole (excluding (x) any matters disclosed in the declaration of [ ] in support of the petitions filed to commence the Chapter 11 Cases and the pleadings filed on or about the first day of the Chapter 11 Cases and (y) the filing of the Chapter 11 Cases, the events and conditions related and/or leading up thereto as disclosed in such declaration and the effects thereof and any action required to be taken under the Loan Documents or under the DIP Orders), (ii) the validity or enforceability of any of the Loan Documents or the rights and remedies (taken as a whole) of the Administrative Agent and the Lenders under the applicable Loan Documents, or (iii) the ability of the Borrower Agent and the Loan Guarantors (taken as a whole) to perform their payment obligations under the Loan Documents or (iii) any material portion of the Collateral or the Administrative Agent's liens on any material portion of the Collateral.

"**Material Indebtedness**" means Indebtedness (other than Indebtedness referred to in Section 7.01(a)) with an aggregate principal amount exceeding the Threshold Amount but excluding Indebtedness under the Loan Documents and/or the Prepetition Loan Documents.

"**Material Intellectual Property**" shall mean any and all intellectual property, whether protected, created or arising now or in the future under the laws of the United States, now or hereafter owned by a Loan Party, including: patents, copyrights, trademarks, brand names, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), plans, specifications and schematics, all engineering drawings, customer lists, processes, product designs, industrial designs, blueprints, drawings, databases and compilations of data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, and literature, and any other forms of proprietary information of any kind, including all rights therein and all applications for registration (except for trademark applications based on intent to use) or registrations thereof, and all rights to bring any causes of action for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing , in each case, that is individually or in the aggregate material to the operation of the business of the Borrowers and the Subsidiaries.

"**Maturity Date**" shall mean the earliest of (i) the date that is six (6) months after the Closing Date, as such date may be extended a further six (6) months at the election of the Required Lenders pursuant to Section 2.24, (ii) the date on which all Loans are accelerated and all unfunded Commitments (if any) have been terminated in accordance with this Agreement, by operation of law or otherwise, (iii) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor, (iv) the closing of any sale of assets pursuant to Section 363 of the U.S. Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties and (v) the Plan Consummation Date.

"**Maximum Liability**" has the meaning assigned to such term in Section 10.10.

"**Maximum Rate**" has the meaning assigned to such term in Section 9.19.

"**Milestones**" shall have the meaning assigned to such term in Section 5.17.

"**Moody's**" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"**Mortgaged Properties**" means, initially, the fee owned Real Estate Assets of the Loan Parties specified on Schedule 1.01(b), and shall include each other parcel of real property and improvements thereto with respect to which a Mortgage is required to be granted pursuant to Section 5.12.

"**Mortgages**" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, on fee owned real property of a Loan Party with respect to which such security instrument is required hereunder.

"**Multiemployer Plan**" means any "multiemployer plan" as defined in Section 3(37) of ERISA and subject to Title IV of ERISA, to which Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions, or with respect to which Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates has any ongoing obligation.

"**Net Insurance/Condemnation Proceeds**" means an amount equal to: (a) any Cash payments or proceeds (including Cash Equivalents) received by Holdings or its Subsidiaries (x) under any casualty insurance policy in respect of a covered loss thereunder of any assets of Holdings or its Subsidiaries or (y) as a result of the taking of any assets of Holdings or its Subsidiaries by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, minus (b) (i) any actual out-of-pocket costs incurred by Holdings or any Subsidiaries in connection with the adjustment, settlement or collection of any claims of Holdings or such Subsidiary in respect thereof, (ii) payment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than the Loans) that is secured by a Lien on the assets in question and that is required to be repaid under the terms thereof as a result of such loss, taking or sale, (iii) [reserved], (iv) in the case of a taking, the reasonable out-of-pocket costs of putting any affected property in a safe and secure position, (v) any selling costs and out-of-pocket expenses (including accounting and investment banking fees, payments made in order to obtain a necessary consent or required by any Requirement of Law, reasonable broker's fees or commissions, legal fees, title insurance premiums paid in connection therewith, survey costs and mortgage recording tax paid in connection therewith, the pro rata portion of the Net Insurance/Condemnation Proceeds thereof attributable to minority interests in the Subsidiary receiving the same and not available for distribution to or for the account of Holdings or a Subsidiary on account thereof, costs and expenses in connection with unwinding any Hedging Obligation in connection therewith, transfer and similar taxes and Holdings' good faith estimate of income taxes paid or payable as a result thereof) in connection with any sale of such assets as referred to in clause (a)(y) of this definition, and (vi) any amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations

or purchase price adjustments associated with any sale of such assets as referred to in clause (a)(y) of this definition (provided that to the extent and at the time any such amounts are released from such reserve (other than in connection with a payment in respect of any such liability), such amounts shall constitute Net Insurance/Condemnation Proceeds).

"**Net Proceeds**" means (a) with respect to any asset sale, the Cash proceeds (including Cash Equivalents and Cash proceeds subsequently received (as and when received) in respect of noncash consideration initially received), net of (i) selling costs and out-of-pocket expenses (including accounting and investment banking fees, payments made in order to obtain a necessary consent or required by any Requirement of Law, reasonable broker's fees or commissions, legal fees, title insurance premiums paid in connection therewith, survey costs and mortgage recording tax paid in connection therewith, the pro rata portion of the Net Proceeds thereof attributable to minority interests in the Subsidiary receiving the same and not available for distribution to or for the account of Holdings or a Subsidiary on account thereof, costs and expenses in connection with unwinding any Hedging Obligation in connection therewith, transfer and similar taxes and Holdings' good faith estimate of income taxes paid or payable as a result thereof) in connection with such sale, (ii) amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations 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 (other than in connection with a payment in respect of any such liability), such amounts shall constitute Net Proceeds), (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by the asset sold in such asset sale and which is required to be repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such asset), (iv) Cash escrows (until released from escrow to Holdings or any of their Subsidiaries) from the sale price for such asset sale, and (v) [reserved]; (b) with respect to any issuance or incurrence of Indebtedness or any Sale and Lease-Back Transaction, the Cash proceeds thereof, net of all taxes paid or reasonably estimated to be payable and customary fees, commissions, investment banking fees, attorneys' fees, accountants' fees, underwriting fees, costs, underwriting discounts and other expenses incurred in connection therewith.

"**Narrative Report**" means, with respect to the financial statements for which such narrative report is required, a customary narrative report describing the operations of Holdings and its Subsidiaries in the form prepared for presentation to senior management thereof for the applicable Fiscal Year or Fiscal Quarter.

"**Non-Appealable Status Date**" shall mean the earlier to occur of (i) the occurrence of any final appeal deadline (which such date shall pass without an appeal) and (ii) the entry of a non-appealable determination, in each case, in connection with the determination of the Bankruptcy Court that the Ad Hoc Group of Term Lenders constitutes "Required Lenders" under and as defined in the Prepetition Credit Agreement.

"**Non-Consenting Lender**" has the meaning assigned to such term in Section 2.19(b).

"**Non-Paying Guarantor**" has the meaning assigned to such term in Section 10.11.

"**Obligated Party**" has the meaning assigned to such term in Section 10.02.

"**Obligations**" means all unpaid principal of and accrued and unpaid interest (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of any Loan Party to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Loan Documents in respect of any Loan, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

"**Organizational Documents**" means (a) with respect to any corporation, its certificate or articles of incorporation or organization, as amended, and its by-laws, (b) with respect to any limited partnership, its

certificate of limited partnership, and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, and (d) with respect to any limited liability company, its articles of organization, its articles of association or certificate of formation, and its operating agreement (if any). In the event any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"**Other Connection Taxes**" means, with respect to any Lender or Administrative Agent, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from (and that would not have existed but for) such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or enforced any Loan Document).

"**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or other similar Taxes arising from any payment made hereunder or under any other Loan Document, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, but not including, for the avoidance of doubt, Excluded Taxes and Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

"**Parent Company**" means (a) the Ultimate Parent, (b) Holdings, (c) Intermediate Holdings, and (d) any other Person, in each case, of which the Borrower Agent is a direct or indirect Wholly-Owned Subsidiary.

"**Participant**" has the meaning assigned to such term in Section 9.05(c).

"**Participant Register**" has the meaning assigned to such term in Section 9.05(c).

"**Paying Guarantor**" has the meaning assigned to such term in Section 10.11.

"**PBGC**" means the Pension Benefit Guaranty Corporation or any successor thereto.

"**Pension Plan**" means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which Holdings or any Subsidiaries, or any of their respective ERISA Affiliates, is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"**Periodic Term SOFR Determination Date**" has the meaning set forth in the definition of the term "Term SOFR".

"**Permitted Holders**" means (a) the Sponsor, (b) the Management Investors, (c) any Permitted Transferee, (d) the members of Range Investor Holdings, LLC as of the Closing Date (so long as the Capital Stock held by such members is limited to Capital Stock in a Controlled Investment Affiliate of the Sponsor) and (e) any Persons with which the other Persons described in clauses (a), (b), (c) and (d) form a "group" (within the meaning of the federal securities laws) so long as in the case of this clause (e), such other Persons described in this clause (e) beneficially own more than 50.0% of the relevant voting stock beneficially owned by the group.

"**Permitted Liens**" means each Lien permitted pursuant to Section 6.02.

"**Permitted Transferee**" means (a) in the case of the Sponsor, (i) any Sponsor Associate, (ii) the Immediate Family Member of any Sponsor Associate and (iii) any trust, the beneficiaries of which, or a

corporation or partnership, the stockholders or partners of which, include only a Sponsor Associate, his or her spouse or former spouse, parents, siblings, members of his or her immediate family (including adopted children and step-children) and/or direct lineal descendants; and (b) in the case of any Management Investor, (i) his or her executor, administrator, testamentary trustee, legatee or beneficiaries, (ii) the Immediate Family Member of any Management Investor or (iii) a trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Management Investor and his or her spouse or former spouse, parents, siblings, members of his or her immediate family (including adopted children) and/or direct lineal descendants.

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or any other entity.

"**Petition Date**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**PIK Interest**" has the meaning assigned to such term in Section 2.13(a).

"**Plan Consummation Date**" shall mean the date of the substantial consummation (as defined in Section 1101 of the U.S. Bankruptcy Code) of a chapter 11 plan of reorganization, which, for purposes of this Agreement, shall be no later than the effective date of a chapter 11 plan of reorganization that is confirmed pursuant to an order of the Bankruptcy Court.

"**Pledge and Security Agreement**" shall mean the Pledge and Security Agreement, dated as of the Closing Date, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, among Holdings, the Borrowers, each Subsidiary Guarantor and the Collateral Agent.

"**Prepetition**" shall mean the time period ending immediately prior to the filing of the Chapter 11 Cases.

"**Prepetition Administrative Agent**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**Prepetition Agents**" shall mean the Prepetition Administrative Agent and the Prepetition Collateral Agent.

"**Prepetition Credit Agreement**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**Prepetition Collateral**" shall have the meaning assigned to such term in the DIP Order.

"**Prepetition Collateral Agent**" shall mean [Delaware Trust], in its capacity as collateral agent under the Prepetition Credit Agreement.

"**Prepetition Indebtedness**" shall mean all Indebtedness of the Loan Parties outstanding on the Petition Date immediately prior to the filing of the Chapter 11 Cases, other than Indebtedness under the Prepetition Credit Agreement.

"**Prepetition Lenders**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**Prepetition Loans**" shall have the meaning assigned to such term in the recitals of this Agreement.

"**Prepetition Loan Documents**" shall mean the "Loan Documents" as defined in the Prepetition Credit Agreement.

"**Prepetition Obligations**" shall mean the "Obligations" as defined in the Prepetition Credit Agreement.

"**Prepayment Asset Sale**" means an sale or disposition by Holdings or its Subsidiaries made pursuant to Section 6.08(h).

"**Primary Obligor**" has the meaning set forth in the definition of "Guarantee".

"**Prime Rate**" means the rate which the Administrative Agent announces from time to time as its prime lending rate, the Prime Rate to change when and as such prime lending rate changes. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer by the Administrative Agent, which may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

"**Pro Forma Basis**" or "**pro forma effect**" means, with respect to compliance with any test or covenant or calculation of any ratio hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Subject Transactions) in accordance with Section 1.08.

"**Promissory Note**" means a promissory note of the Borrowers payable to any Lender or its registered assigns, in substantially the form of Exhibit F hereto, evidencing the aggregate Indebtedness of the Borrowers to such Lender resulting from the Loans made by such Lender.

"**Qualified Capital Stock**" of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

""**Rating Agencies**" means Moody's and S&P, or if Moody's or S&P (or both) does not make a rating on the relevant obligations publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Borrower Agent and reasonably acceptable to the Administrative Agent that will be substituted for Moody's or S&P (or both), as the case may be.

"**Real Estate Asset**" means, at any time of determination, any interest (fee, leasehold or otherwise) in real property located in the United States then owned by any Loan Party.

"**Recipient**" means the Administrative Agent and any Lender.

"**Register**" has the meaning assigned to such term in Section 9.05(b)(iv).

"**Regulation T**" means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

"**Regulation U**" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

"**Regulation X**" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

"**Related Parties**" means, with respect to any specified Person, such Person's Affiliates and Approved Funds and their respective investment advisors, directors, officers, trustees, employees, agents, controlling persons, members, representatives and advisors of such Person, such Person's Affiliates and Approved Funds.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

"**Replacement Rate**" has the meaning assigned thereto in Section 2.14(b).

"**Reporting Date**" has the meaning assigned thereto in Section 5.19(b).

"**Required Lenders**" means, at any time, Lenders having Loans representing more than 50.0% of the sum of the total Term Loans at such time.

"**Requirements of Law**" means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" of any Person means the chief executive officer, the president, any vice president, the chief operating officer or any Financial Officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date (but subject to the express requirements set forth in Article 4), shall include any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"**Restricted Payment**" means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of any RP Restricted Party now or hereafter outstanding, except a dividend payable solely in shares of that class of the Capital Stock to the holders of that class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of any RP Restricted Party now or hereafter outstanding and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of any RP Restricted Party now or hereafter outstanding.

"**RP Restricted Party**" has the meaning assigned to such term in Section 6.05(a).

"**RSA**" means that certain Restructuring Support Agreement, dated as of [__] (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time) between the Company Parties, the Sponsor and the Consenting Lenders (each as defined in the RSA).

"**S&P**" means Standard & Poor's Ratings Service, a division of the McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"**Sale**" has the meaning assigned to such term in the RSA.

"**Sale and Lease-Back Transaction**" has the meaning assigned to such term in Section 6.10.

"**Sanctioned Country**" means a country, region or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, and Syria).

"**Sanctioned Person**" means (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state (b)any Person organized or ordinarily resident in a Sanctioned Country or (c) any Person 50% or

more owned individually or in the aggregate by any such Person or Persons described in the foregoing clauses (a) or (b).

"**Sanctions**" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty's Treasury of the United Kingdom.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

"**Secured Obligations**" has the meaning assigned to such term in the Pledge and Security Agreement.

"**Secured Parties**" has the meaning assigned to such term in the Pledge and Security Agreement.

"**Securities**" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that "Securities" shall not include any earnout agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

"**Securities Act**" means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Loan**" means a Term Loan bearing interest at a rate determined by reference to Term SOFR.

"**SPC**" has the meaning assigned to such term in Section 9.05(e).

"**Specified Financial Deliverables**" means the financial deliverables set forth on Schedule 5.01.

"**Specified Lender Advisors**" means (a) Gibson, Dunn & Crutcher LLP, as legal counsel to the Lenders and (b) Houlihan Lokey, as financial advisor to the Lenders; provided, that in the event the Required Lenders determine, in consultation with the Borrower Agent, to replace such legal and/or financial advisor, the Required Lenders shall designate the replacement in writing (which may be by a Direction of the Required Lenders) to the Administrative Agent and the Borrower Agent and from and after the date such replacement advisor is designated, such replacement advisor shall constitute a Specified Lender Advisor for all purposes hereunder and the replaced advisor shall no longer constitute a Specified Lender Advisor hereunder.

"**Sponsor**" means One Rock Capital Partners, LLC, a Delaware limited liability company, and each of its Controlled Investment Affiliates.

"**Sponsor Associate**" means any managing director, general partner, limited partner, director, officer or employee of the Sponsor.

"**Subject Transaction**" means, with respect to any period, (a) the Transactions, (b) [reserved], (c) any disposition of all or substantially all of the assets or stock of a subsidiary (or any business unit, line of business or division of any Borrower or a Subsidiary) permitted by this Agreement, (d) [reserved] in accordance with Section 5.10 hereof or (e) any other event to the extent that, by the terms of the Loan Documents, the occurrence of such event requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

"**Subordinated Indebtedness**" means any Indebtedness of Holdings or any Subsidiaries that is expressly subordinated in right of payment to the Obligations.

"**Subsequent Term Loan** " shall have the meaning assigned to such term in the definition of "Term Loan Commitment".

"**subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which (i) more than 50.0% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof, or (ii) more than 50.0% of the total ownership of shares of stock or other ownership interests thereof, in either case, is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person of a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"**Subsidiary**" means any subsidiary of Holdings.

"**Subsidiary Borrower**" has the meaning assigned to such term in the preamble to this Agreement.

"**Subsidiary Guarantor**" means (x) on the Closing Date, each Subsidiary of the Borrower Agent (other than (i) the Subsidiary Borrowers (except to the extent comprising a Loan Guarantor by operation of clause (iii) of the definition thereof) or (ii) any Excluded Subsidiary) and (y) thereafter, each Subsidiary that thereafter guarantees the Secured Obligations pursuant to the terms of this Agreement (which, for the avoidance of doubt, shall not include any Subsidiary that is an Excluded Subsidiary), in each case, until such time as the respective Subsidiary is released from its obligations under the Loan Guarantee in accordance with the terms and provisions hereof. For the avoidance of doubt, the Borrower Agent, in its sole discretion, may cause any Subsidiary organized in an Approved Jurisdiction that is not a Loan Guarantor to Guarantee the Secured Obligations by causing such Subsidiary to execute a Joinder Agreement, and any such Subsidiary shall be a Loan Guarantor, Loan Party and Subsidiary Guarantor hereunder for all purposes.

"**Supplier Financing Assets**" shall mean (a) any accounts receivable owed to a Subsidiary subject to a Supplier Financing Facility or a Factoring Facility and the proceeds thereof and (b) all collateral securing such accounts receivable, all contracts and contract rights, guarantees or other obligations in respect of such accounts receivable, all records with respect to such accounts receivable and any other assets customarily transferred together with accounts receivable in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Supplier Financing Facility or a Factoring Facility.

"**Supplier Financing Facility**" means an agreement between Holdings or a Subsidiary and a commercial bank that is entered into at the request of a customer of Holdings or a Subsidiary, pursuant to which (a) such Subsidiary, as applicable, agrees to sell to such commercial bank accounts receivable owing by such customer, together with Supplier Financing Assets related thereto, at a maximum discount, for each such account receivable, not to exceed 5.0% of the face value thereof, and (b) the obligations of the Subsidiary, as

applicable, thereunder are non-recourse (except for customary representations, warranties, covenants, and indemnities made in connection with such facilities) to Holdings and such Subsidiary.

"**Taxes**" means all present and future taxes, levies, imposts, duties, deductions, assessments, fees, withholdings (including backup withholding) or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Tax Group**" has the meaning to such term in Section 6.05(a)(ii)(B).

"**Termination Date**" has the meaning assigned to such term in the lead-in to Article 5.

"**Term Loans**" means the Initial Term Loans and the Subsequent Term Loans, as the context may require.

"**Term Loan Commitment**" shall mean, with respect to each Lender, the commitment of such Lender to make Term Loans hereunder. The amount of each Lender's Term Loan Commitment as of the Closing Date is set forth on Schedule 2.01. The aggregate amount of the Term Loan Commitments as of the Closing Date is $[56,000,000] (which total, for the avoidance of doubt, does not include the [Backstop Fee], payable in kind pursuant to the terms of this Agreement). It is being agreed and understood that $15,000,000 of the Term Loan Commitments shall be funded on the Closing Date (the "**Initial Term Loans**") and the remainder $[41,000,000] (the "**Subsequent Term Loans**") shall be funded as and when date when the conditions set forth in Section 4.02 are met.

"**Term SOFR**" means, for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

"**Term SOFR Adjustment**" means, for any calculation with respect to any SOFR Loan, a percentage equal to 0.10% per annum.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**Test Period**" means a period of four consecutive Fiscal Quarters.

"**Testing Date**" has the meaning assigned to such term in Section 6.22.

"**Threshold Amount**" means $2,000,000.

"**Transaction Costs**" means fees, premiums, expenses and other transaction costs (including original issue discount) payable or otherwise borne by Holdings or its Subsidiaries in connection with the Transactions and the transactions contemplated thereby.

"**Transactions**" means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the making of the Borrowing of Term Loans hereunder, (b) the creation of Liens pursuant to the DIP Order, (c) the Chapter 11 Cases, (d) [reserved], (e) [reserved], and (f) the payment of the Transaction Costs.

"**Treasury Capital Stock**" has the meaning set forth in Section 6.05(a)(ix).

"**Treasury Rate**" means, with respect to a prepayment date, the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two Business Days prior to such prepayment date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) of one year from such prepayment date; provided, however, that if the period from such prepayment date to the date that is the 12 month anniversary of the Closing Date is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given.

"**Type,**" when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR or the Alternate Base Rate.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the creation or perfection of security interests.

"**Ultimate Parent**" means Range Parent, Inc., a Delaware corporation.

"**Unrestricted Cash Amount**" means, as of any date of determination, the amount of (a) unrestricted Cash and Cash Equivalents of Holdings and its Subsidiaries, whether or not held in an account pledged to the Administrative Agent and (b) Cash and Cash Equivalents restricted in favor of the Facility (which may also include Cash and Cash Equivalents securing other Indebtedness secured by a pari passu or junior Lien on the Collateral along with the Credit Facility)."**USA PATRIOT Act**" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"**U.S. Government Securities Business Day**" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**Wholly-Owned Subsidiary**" of any Person means a subsidiary of such Person, 100.0% of the Capital Stock of which (other than directors' qualifying shares or shares required by law to be owned by a resident of that jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

"**Withholding Agent**" means any Loan Party and the Administrative Agent.

"**Write-Down and Conversion Powers**" means, 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.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (*e.g.*, a "SOFR Loan").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications set forth herein), (b) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) 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 hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" mean "to but excluding" and the word "through" means "to and including," (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including Cash, securities, accounts and contract rights, (h) the term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form, and (i) the word "or" is not intended to be exclusive unless expressly indicated otherwise or unless the context otherwise requires. With respect to any Default or Event of Default, the words "exists," "is continuing" or similar expressions with respect thereto shall mean that the Default or Event of Default has occurred and has not yet been cured or waived. If any Default or Event of Default occurs due to (i) the failure by any Loan Party to take any action by a specified time, such Default or Event of Default shall be deemed to have been cured at the time, if any, that the applicable Loan Party takes such action or (ii) the taking of any action by any Loan Party that is not then permitted by the terms of this Agreement or any other Loan Document, such Default or Event of Default shall be deemed to be cured on the earlier to occur of (x) the date on which such action would be permitted at such time to be taken under this Agreement and the other Loan Documents and (y) the date on which such action is unwound or otherwise modified to the extent necessary for such revised action to be permitted at such time by this Agreement and the other Loan Documents. If any Default or Event of Default occurs that is subsequently cured (a "**Cure Default**"), any other Default or Event of Default resulting from the making or deemed making of any representation or warranty by any Loan Party, the failure to provide timely notice thereof or the taking of any action by any Loan Party or any Subsidiary of any Loan Party, in each case which subsequent Default or Event of Default would not have arisen solely had the Cured Default not occurred, shall be deemed to be cured automatically upon, and simultaneous with, the Cured Default.

Section 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time shall be construed and interpreted in accordance with GAAP, as in effect on the Closing Date unless otherwise agreed to by the Borrower Agent and the Required Lenders; provided that if the Borrower Agent notifies the Administrative Agent that the Borrower Agent requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including the conversion to IFRS as described below) on the operation of such provision (or if the Administrative Agent notifies the Borrower Agent that the Required Lenders request an amendment

to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided further that if an amendment is requested by the Borrower Agent or the Required Lenders, then the Borrower Agent, the Lenders and the Administrative Agent shall negotiate in good faith to enter into an amendment of such affected provisions (without the payment of any amendment or similar fees to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof subject to the approval of the Required Lenders (not to be unreasonably withheld, conditioned or delayed); provided further that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of Holdings or any subsidiary at "fair value," as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. If the Borrower Agent or Holdings notifies the Administrative Agent that it is required to report under IFRS or has elected to do so through an early adoption policy or otherwise, (i) any calculation or determination in this Agreement that requires the application of GAAP for periods that include Fiscal Quarters ended prior to such election shall remain as previously calculated or determined in accordance with GAAP and (ii) upon the execution of an amendment hereof in accordance herewith to accommodate such change as contemplated above, "**GAAP**" means international financial reporting standards pursuant to IFRS (provided that after such conversion, neither the Borrower Agent nor Holdings can elect to report under GAAP). Notwithstanding anything to the contrary in this Agreement, or any other Loan Documents, nothing in this Agreement or any Loan Document shall be construed to prohibit any transactions specified in, or contemplated by, the Sale, the Initial Budget or any other Approved Budget, and consummation of the Sale, any transaction in the Initial Budget or the Approved Budget shall not be deemed to cause any Default or Event of Default under this Agreement or any other Loan Document.

Section 1.05 Effectuation of Transactions. Each of the representations and warranties of the Loan Parties contained in this Agreement (and all corresponding definitions) are made after giving effect to the Transactions, unless the context otherwise requires.

Section 1.06 Timing of Payment of Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.07 Reserved.

Section 1.08 [Reserved].

Section 1.09 Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower Agent, the Administrative Agent and such Lender.

Section 1.10 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central Time (daylight or standard, as applicable).

Section 1.11 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.12 Currency Generally. The Borrower Agent shall determine in good faith the Dollar equivalent amount of any utilization or other measurement denominated in a currency other than Dollars for purposes of compliance with any Basket. For purposes of determining compliance with, or utilization of, any Basket with respect to any amount expressed in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Basket utilization occurs or other Basket measurement is made (so long as such Basket utilization or other measurement, at the time incurred, made or acquired, was permitted hereunder). Except with respect to any ratio calculated under any Basket, any subsequent change in rates of currency exchange with respect to any prior utilization or other measurement of a Basket previously made in reliance on such Basket (as the same may have been reallocated in accordance with this Agreement) shall be disregarded for purposes of determining any unutilized portion under such Basket.

Section 1.13 Certifications. All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

Section 1.14 [Reserved].

Section 1.15 [Reserved].

Section 1.16 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR, or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Loan Parties. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR or any other Benchmark, in each case, pursuant to the terms of this Agreement, and shall have no liability to any Loan Party, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.17 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE 2

THE CREDITS

Section 2.01 Commitments.

(a) Subject to the terms and conditions set forth herein, each applicable Lender, severally and not jointly, agrees to make Term Loans to the Borrowers during the Commitment Period in an aggregate principal amount not to exceed its Term Loan Commitment.

(b) Amounts paid or prepaid in respect of the Loans may not be re-borrowed.

Section 2.02 Loans and Borrowings.

(a) Each Term Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class.

(b) Subject to Section 2.14(a), each Borrowing shall be comprised entirely of ABR Loans or SOFR Loans as any Borrower (or the Borrower Agent on behalf of such Borrower) may request in accordance herewith. Each Lender at its option may make any SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (or otherwise be the holder of such Loan); provided that (i) any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement, (ii) such SOFR Loan shall be deemed to have been made and held by such Lender, and the obligation of the Borrowers to repay such SOFR Loan shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender, and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the Borrowers resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided, further, that any such domestic or foreign branch or Affiliate of such Lender shall not be entitled to any greater indemnification under Section 2.17 with respect to such SOFR Loan than that which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of a Change in Law after the date on which such Loan was made).

(c) At the commencement of each Interest Period for any SOFR Loan, such Borrowing shall comprise an aggregate principal amount that is an integral multiple of $100,000 and not less than $1,000,000. Each ABR Borrowing when made shall be in a minimum principal amount of $100,000. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten (10) different Interest Periods in effect for SOFR Loans at any time outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower (or the Borrower Agent on behalf of any Borrower) shall or shall be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the maturity date applicable to such Loans.

Section 2.03 Requests for Borrowings. To request a Borrowing, a Borrower (or the Borrower Agent on behalf of any Borrower) shall notify the Administrative Agent of such request either in writing by delivery of a revocable Borrowing Request (by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif")) signed by such Borrower (or the Borrower Agent on behalf of any Borrower) or by telephone (a) in the case of a SOFR Loan, not later than 12:00 noon, New York City time, one U.S. Government Securities Business Day before the date of such proposed borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, New York City time, on the date of the proposed Borrowing (or, in each case, such later time as shall be acceptable to the Administrative Agent). Each such telephonic Borrowing Request shall be confirmed

promptly by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif") to the Administrative Agent of a written Borrowing Request signed by such Borrower (or the Borrower Agent on behalf of any Borrower). Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a SOFR Loan;

(iv) in the case of a SOFR Loan, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrowers' account(s) or any other designated account(s) to which funds are to be disbursed (the "**Funding Account**").

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested SOFR Loan, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved]

Section 2.05 [Reserved]

Section 2.06 [Reserved].

Section 2.07 Funding of Borrowings.

(a) [The Administrative Agent, following receipt of a Borrowing Request shall promptly notify each Lender of the applicable amount of Term Loans to be funded. Whereupon, each Lender shall remit to the Administrative Agent its share of such Term Loans, in Same Day Funds not later than 12:00 noon on the Business Day specified in the Borrowing Request to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. Upon receipt of all requested funds with respect to the Term Loans, the Administrative Agent will promptly (i) in accordance with the Flow of Funds Statement, (I) remit to Specified Lender Advisors all fees and expenses payable on the date of the funding of the Term Loan, (II) deduct and apply all fees payable to the Administrative Agent on the date of the funding of the Term Loan for its own account and (III) remit the amount specified in the Flow of Funds Statement to the Funding Account and (ii) in accordance with the Flow of Funds Statement and the Approved Budget, and subject to Section 4.01, remit to the Borrowers any remaining amounts. For the avoidance of doubt, all parties agree that all Loans shall be funded and accrue interest starting on the applicable Funding Date, including any Loans the proceeds of which have been deposited into the Funding Account.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with clause (a) of this Section 2.06 and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case

of a payment to be made by such Lender, the greater of (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a payment to be made by the Borrowers, the interest rate applicable to ABR Loans at such time. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.][4]

Section 2.08 Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a SOFR Loan, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrowers may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a SOFR Loan, may elect Interest Periods therefor, all as provided in this Section. The Borrowers may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders, based upon their Applicable Percentages and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrowers (or the Borrower Agent on behalf of Borrowers) shall notify the Administrative Agent of such election either delivered in writing (by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif")) or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif") to the Administrative Agent of a written Interest Election Request signed by the Borrower Agent.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a SOFR Loan;

and

(iv) if the resulting Borrowing is a SOFR Loan, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "**Interest Period.**"

If any such Interest Election Request requests a SOFR Loan but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

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[4] NTD: TBU for Jefferies preferred language.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower Agent fails to deliver a timely Interest Election Request with respect to a SOFR Loan prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a SOFR Loan with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Agent, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a SOFR Loan and (ii) unless repaid, each SOFR Loan shall be converted to an ABR Borrowing at the end of the then-current Interest Period applicable thereto.

Section 2.09 Termination of Commitments. The Commitments shall automatically terminate (or, in the case of clause (y), shall be reduced, as applicable) on the earlier of (x) the Commitment Expiration Date and (y) upon the funding of any Term Loans.

Section 2.10 Repayment of Loans; Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall maintain the Register pursuant to Section 9.05(b)(iv) in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) Subject to Section 9.05(b)(iv), the entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that, the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement; provided, further, that in the event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (c) of this Section and any Lender's records, the accounts of the Administrative Agent shall govern.

(d) Any Lender may request that Loans made by it be evidenced by a Promissory Note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered assigns. Thereafter, the Loans evidenced by such Promissory Note and interest thereon shall at all times (including after assignment pursuant to Section 9.05) be represented by one or more Promissory Notes in such form payable to the payee named therein and its registered assigns. Upon request of the Borrower Agent, promptly following the Termination Date, each Lender shall use commercially reasonable effort to return to the Borrower Agent any Promissory Note issued to it.

Section 2.11 Prepayment of Loans.

(a) [Reserved].

(b) Mandatory Prepayments.

(i) No later than the fifth Business Day (or such longer period as the Required Lenders may agree in their reasonable discretion) following the receipt of Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds, the Borrowers shall apply an amount equal to 100% of the Net Proceeds or Net Insurance/Condemnation Proceeds received with respect to

prepay outstanding Term Loans; provided that if Holdings or any of its Subsidiaries uses any portion of such Net Proceeds or Net Insurance/Condemnation Proceeds to acquire, develop, construct, improve, upgrade or repair assets that are used or useful in the business of Holdings or any Subsidiaries and, in the case of Net Proceeds or Net Insurance/Condemnation Proceeds received by any Loan Party, such Net Proceeds or Net Insurance/Condemnation Proceeds are reinvested in assets that would otherwise constitute Collateral under the Pledge and Security Agreement, then the Borrowers shall not be required to make a mandatory prepayment under this clause (c) in respect of such Net Proceeds or Net Insurance/Condemnation Proceeds to the extent such Net Proceeds or Net Insurance/Condemnation Proceeds are so reinvested within ninety (90) days; provided, however, that if any Net Proceeds or Net Insurance/Condemnation Proceeds have not been so reinvested prior to the expiration of the applicable period, the Borrowers shall promptly prepay the Term Loans with the Net Proceeds or Net Insurance/Condemnation Proceeds not so reinvested as set forth above (without regard to the immediately preceding proviso).

(ii) In the event that Holdings or any Subsidiaries shall receive Net Proceeds from (x) the issuance or incurrence of Indebtedness of Holdings or any Subsidiaries (other than with respect to Indebtedness permitted under Section 6.01, the Borrowers shall, substantially simultaneously with (and in any event not later than the Business Day immediately following) or (y) any Sale and Lease-Back Transaction, the receipt of such Net Proceeds by such Borrower or such Subsidiary, apply an amount equal to 100% of such Net Proceeds to prepay outstanding Term Loans.

(iii) [Reserved].

(iv) [Reserved].

(v) All prepayments under this Section 2.11(b) shall be applied against the remaining principal due in respect of the Term Loans and each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentage.

(vi) Holdings shall deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.11(b), a notice from a Responsible Officer of Holdings setting forth in reasonable detail the calculation of the amount of such prepayment. Each such notice shall specify the Borrowings being prepaid and the principal amount of each Borrowing (or portion thereof) to be prepaid. Prepayments shall be accompanied by accrued interest as required by Section 2.13. All prepayments of Borrowings under this Section 2.11(b) shall be subject to Section 2.16, but shall otherwise be without premium or penalty (unless required by Section 2.12(c)).

Notwithstanding any of the other provisions of this Section 2.11, so long as no Event of Default shall have occurred and be continuing, if any prepayment of SOFR Loans is required to be made under this Section 2.11 prior to the last day of the Interest Period therefor, in lieu of making any payment pursuant to this Section 2.11 in respect of any such SOFR Loan prior to the last day of the Interest Period therefor, the Borrower Agent may, in its discretion, deposit an amount sufficient to make any such prepayment otherwise required to be made thereunder together with accrued interest to the last day of such Interest Period into a cash collateral account of the Administrative Agent until the last day of such Interest Period, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from the Borrower Agent or any other Loan Party) to apply such amount to the prepayment of such Loans in accordance with this Section 2.11. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall also be authorized (without any further action by or notice to or from the Borrower Agent or any other Loan Party) to apply such amount to the prepayment of the outstanding Loans in accordance with the relevant provisions of this Section 2.11. Such deposit shall be deemed to be a prepayment of such Loans by the Borrowers for all purposes under this Agreement.

Section 2.12 Fees.

(a) The Borrowers agree to pay to the Administrative Agent, for the account of the Administrative Agent, the "Administration Fee" as set forth in the Administrative Agent Fee Letter, as may be amended, restated, supplemented or otherwise modified from time to time, at the times specified therein (the "Administrative Agent Fees"). The Borrowers agree to pay to the [initial lender][5] that is a signatory to this Agreement on the Closing Date (the "Fronting Lender"), for its own account, (i) a fronting fee in an amount equal to [__]% of the amount of the aggregate amount of Initial Term Loans funded by the Fronting Lender on the Closing Date, which fronting fee shall be earned, due and payable in kind on the Closing Date and (ii) a fronting fee in an amount equal to [__]% of the amount of aggregate Subsequent Term Loans funded by the Fronting Lender on the applicable Funding Date, which fronting fee shall be earned, due and payable in kind on such Funding Date.

(b) The Borrowers agree to pay to the Administrative Agent, for the account of the funds and/or accounts affiliated with, or managed and/or advised by, the entities set forth on Schedule 2.14(b), on file with the Administrative Agent (the "Backstop Allocation Schedule", and such entities, together with their respective successors and permitted assignees, or any fronting bank or other funding agent operating on their behalf, the "Backstop Parties") ratably in accordance with the amounts set forth opposite each such Backstop Party's name on the Backstop Allocation Schedule, on the Closing Date a non-refundable fee equal to 1.50% of the Term Loan Commitments actually provided on the Closing Date, which fee shall be earned, due and payable in kind in additional amounts of Term Loans on the Closing Date (the "Backstop Fee").

(c) The Borrowers agree to pay to the Administrative Agent, for the ratable account of each of the Lenders, on the Funding Date a non-refundable fee equal to 5.00% of the aggregate principal amount of the Commitments outstanding on the Closing Date (prior to any advances of Term Loans, if any, on such date), which fee shall be earned, due and payable in kind in the form of additional Term Loans on the applicable Funding Date (the "Commitment Fee").

(d) [Reserved].

(e) The Borrowers agree to pay to the Administrative Agent, for the ratable account of each of the Lenders, on the Maturity Date or on any other date that the Term Loans are repaid (whether through a mandatory prepayment, voluntarily prepayment, acceleration or otherwise, including, for the avoidance of doubt, through conversion of such Term Loans pursuant to Section 10.10) a non-refundable fee equal to 5.00% of the aggregate principal amount of the Term Loans repaid on such applicable date, which fee shall be earned, due and payable in kind in additional amounts of Term Loans on such date (the "Exit Fee" and, together with the Backstop Fee, the Commitment Fee, the "Lender Payments"; the Lender Payments, together with the Administrative Agent Fees, the "Fees").

(f) If required to be paid by the Chapter 11 Cases, only payments of principal shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of such principal payments shall be refundable under any circumstances.

Section 2.13 Interest.

(a) (i) Term Loans comprising each ABR Borrowing shall (a) bear payment in kind interest ("PIK Interest") quarterly at a rate of 8.50% per annum and (b) bear interest payable in cash quarterly at the Alternate Base Rate plus 1.00% per annum and (ii) the Term Loans comprising each SOFR Loan shall (a) bear PIK Interest quarterly at a rate of 9.50% per annum and (b) bear interest payable in cash quarterly at Term SOFR for the Interest Period in effect for such Borrowing plus the applicable Term SOFR Adjustment plus 1.00% per annum. Any PIK Interest shall be capitalized and added to the principal amount of the Term Loans on each

[5] NTD: To be updated.

Interest Payment Date. Any interest so capitalized shall for all purposes of this Agreement constitute principal amount of Term Loans bearing interest as provided in this Section 2.13(a) from the date on which such interest has been so capitalized.

(b) Notwithstanding the foregoing, if any principal of or interest on any Term Loan is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amounts shall bear interest, to the fullest extent permitted by law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Term Loan, 2% plus the rate otherwise applicable to such Term Loan as provided in the preceding paragraphs of this Section or in the amendment to this Agreement relating thereto or (ii) in the case of any other amount, 2% plus the rate applicable to Term Loans that are ABR Loans as provided in paragraph (a) of this Section, in each case, payable in kind (such rate, the "**Default Rate**").

(c) Accrued interest on each Term Loan shall be payable in arrears on each Interest Payment Date for such Term Loan and upon the Maturity Date; provided that (i) [reserved], (ii) in the event of any repayment or prepayment of any Term Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(d) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14 Alternate Rate of Interest. (a) If prior to the commencement of any Interest Period for a SOFR Loan,

(i) the Administrative Agent generally determines that adequate and reasonable means do not exist for ascertaining the Term SOFR and such determination applies generally to credit facilities administered by Administrative Agent, for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall promptly give notice thereof to the Borrower Agent and the Lenders by telephone or electronic communication as provided in Section 9.01 as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower Agent and the Lenders that the circumstances giving rise to such notice no longer exist, which the Administrative Agent agrees promptly to do, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a SOFR Loan shall be ineffective and such Borrowing shall be converted to an ABR Borrowing on the last day of the Interest Period applicable thereof, and (ii) if any Borrowing Request requests a SOFR Loan, such Borrowing shall be made as an ABR Borrowing.

(b) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in paragraph (a) of this Section have arisen (including because the Term SOFR is not available or published on a current basis) and such circumstances are unlikely to be temporary, or (ii) the circumstances set forth in paragraph (a) of this Section have not arisen but the supervisor or the administrator (if any) of the Term SOFR or a Governmental Authority having jurisdiction over such Administrative Agent has made a public statement identifying a specific date after which the Term SOFR shall no longer be used for determining interest rates for loans, then the Administrative Agent and the

Borrower Agent shall endeavor to establish a replacement rate of interest (the "**Replacement Rate**") to the Term SOFR that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans denominated in dollars in the United States at such time, and the Administrative Agent and the Borrower Agent shall enter into an amendment to this Agreement to reflect such Replacement Rate and such other related changes to this Agreement as may be applicable. Such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such Replacement Rate is provided to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment. Until a Replacement Rate shall be determined in accordance with this paragraph (but, in the case of the circumstances described in clause (ii) above, only to the extent the Term SOFR for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a SOFR Loan shall be ineffective, and such Borrowing shall be continued as an ABR Borrowing, and (y) any Borrowing Request for a SOFR Loan shall be treated as a request for an ABR Borrowing.

Section 2.15 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any reserve requirement reflected in the Term SOFR);

(ii) impose on any Lender or the London interbank market any other condition affecting this Agreement or SOFR Loans made by such Lender (other than, in case of clause (i) or this clause (ii), Taxes); or

(iii) subject any Lender to any Taxes (except for (A) Indemnified Taxes, (B), Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (C) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, or other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any SOFR Loan or to reduce the amount of any sum received or receivable in respect of any SOFR Loan by such Lender hereunder (whether of principal, interest or otherwise) in an amount deemed by such Lender to be material, then, within 30 days after the Borrowers' receipt of the certificate contemplated by paragraph (c) of this Section, the Borrowers will pay to such Lender in kind such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered; provided that the Borrowers shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) the Lender invokes Section 2.20 or (z) such circumstances in clause (ii) above resulting from a market disruption are not generally affecting the banking market; provided, further, that such amounts shall only be payable by the Borrowers to the applicable Lender under this Section 2.15(a) so long as it is such Lender's general policy or practice to demand compensation in similar circumstances under comparable provisions of other financing agreements.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding liquidity or capital requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then within 30 days of receipt by the Borrowers of the

certificate contemplated by paragraph (c) of this Section the Borrowers will pay to such Lender in kind such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered; provided, that such amounts shall only be payable by the Borrowers to the applicable Lender under this Section 2.15(b) so long as it is such Lender's general policy or practice to demand compensation in similar circumstances under comparable provisions of other financing agreements.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as applicable, as specified in paragraph (a) or (b) of this Section and setting forth in reasonable detail the manner in which such amount or amounts was determined and delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender'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.

Section 2.16 Break Funding Payments. In the event of (a) the conversion or prepayment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any SOFR Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any SOFR Loan of any Lender other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrowers pursuant to Section 2.19, then, in any such event, upon the written demand from any Lender to Borrower Agent (with a copy to the Administrative Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount, the Borrowers shall compensate each Lender for the actual loss, cost and expense attributable to such event (other than loss of profit or margin); provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any actual loss, cost and expense attributable to such event for more than 180 days following the date of such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section and the basis therefor and setting forth in reasonable detail the manner in which such amount or amounts was determined shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

Section 2.17 Taxes.

(a) All payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Requirements of Law. If any applicable Withholding Agent shall be required by applicable Requirements of Law (as determined in the good faith discretion of the applicable Withholding Agent) to deduct or withhold any Tax from any such payment, then (i) if such Tax is an Indemnified Tax, the sum payable by the applicable Loan Party shall be increased as necessary so that after such required deduction or withholding has been made (including deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Taxes been made, (ii) the applicable Withholding Agent shall make such deduction or withholding 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.

(b) Without duplication of other amounts paid by the Loan Parties under this Section 2.17, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(c) Without duplication of other amounts paid by the Loan Parties under this Section 2.17, each Loan Party shall indemnify Administrative Agent and each Lender within ten days after written demand therefor, for the full amount of any Indemnified Taxes paid by Administrative Agent or such Lender, as applicable (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders and Administrative Agent. (i) Any Recipient that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Agent and the Administrative Agent, at the time or times reasonably requested by the Borrower Agent or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Agent or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Recipient, if reasonably requested by the Borrower Agent or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower Agent or the Administrative Agent as will enable the Borrower Agent or the Administrative Agent to determine whether or not such Recipient is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (A), (B) and (D) of Section 2.17(e)(ii) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Recipient that is a U.S. Person shall deliver to the Borrower Agent and the Administrative Agent on or prior to the date on which such Recipient becomes a Recipient under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), two executed originals of IRS Form W-9 certifying that such Recipient is exempt from U.S. federal backup withholding tax;

(B) any Recipient that is a Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Agent and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Foreign Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), two, or such other number reasonably requested, executed copies of whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party IRS Form W-8BEN or W-8BEN-E;

(2) IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) or 871(h) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower Agent within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and that no interest payments in connection with any Loan Documents are effectively connected with the Foreign Lender's conduct of a U.S. trade or business (a "**U.S. Tax Compliance Certificate**") and (y) IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner (for example, where such Foreign Lender is a partnership or a participating Lender), 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 I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such partner;

(C) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower Agent and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Foreign Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), executed originals of 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 completed, together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit the Borrower Agent or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower Agent 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 Agent 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 Borrowers or the Administrative Agent as may be necessary for the Borrower Agent and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Recipient has complied with such Recipient's obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "**FATCA**" shall include any amendments made to FATCA after the Closing Date.

Each Recipient agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such documentation, provide such successor form, or promptly notify the Borrower Agent and the Administrative Agent in writing of its legal ineligibility to do so.

Notwithstanding any other provision of this Section 2.17(e), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver. Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.17(e).

(f) On or before the date the Administrative Agent becomes a party to this Agreement, the Administrative Agent shall provide to the Borrower Agent, two duly-signed, properly completed copies of the documentation prescribed in clause (i) or (ii) below, as applicable (together with all required attachments thereto): (i) IRS Form W-9 or any successor thereto, or (ii) (A) with respect to payments received for its own account, IRS Form W-8ECI or any successor thereto, and (B) with respect to payments received on account of any Lender, a U.S. branch withholding certificate on IRS Form W-8IMY or any successor thereto evidencing its agreement with the Borrower Agent to be treated as a U.S. Person for U.S. federal withholding purposes. At any time thereafter, the Administrative Agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the reasonable request of the Borrower Agent or promptly notify the Borrower Agent and the Administrative Agent in writing of its legal ineligibility to do so.

(g) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of the Recipient (including any Taxes imposed with respect to such refund) and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Recipient, shall repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Recipient be required to pay any amount to a Loan Party pursuant to this paragraph (g) to the extent that the payment of which would place the Recipient in a less favorable net after Tax position than the Recipient would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes which it deems confidential) to such Loan Party or any other Person.

(h) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) Unless otherwise specified, the Borrowers shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.15, Section 2.16 or Section 2.17 or otherwise) prior to 1:30 p.m., New York City time, on the date when due, in immediately available funds, without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrowers by the Administrative Agent. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Except as provided in Section 2.20, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type (and of the same Class) shall be allocated *pro rata* among the Lenders in accordance

with their respective Applicable Percentages. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole dollar amount. All payments hereunder shall be made in Dollars. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) After the occurrence and during the continuation of an Event of Default, monies to be applied to the Obligations, whether arising from payments by the Loan Parties, realization on Collateral, set-off or otherwise, shall be allocated as follows (subject, in all respects, to the Carve Out):

(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 in its capacity as such, until paid in full;

(ii) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders, ratably among them in proportion to the amounts described in this clause Second payable to them, until paid in full;

(iii) Third, to pay interest and principal due in respect of Term Loans, until paid in full;

(iv) Fourth, to pay all other Secured Obligations that are due and payable to the Administrative Agent or any Secured Party on a *pro rata* basis, until paid in full.

Amounts shall be applied to each category of Obligations set forth above until paid in full and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied pro rata among the Obligations in the category. The allocations set forth in this Section 2.18(f) are solely to determine the rights and priorities of the Administrative Agent and Lenders as among themselves and may be changed by agreement among the Administrative Agent and all of the Lenders without the consent of any Loan Party. This Section 2.18(f) is not for the benefit of or enforceable by any Loan Party.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender with Loans, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Loans of other Lenders at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Term Loans ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement. The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrowers (or the Borrower Agent on behalf of Borrowers) prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance

herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.07(b) or Section 2.18(c) or the last paragraph of Article 8, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.19 Mitigation Obligations: Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain SOFR Loans pursuant to Section 2.20, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain SOFR Loans pursuant to Section 2.20, (ii) if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, (iii) [reserved] or (iv) if in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby" of Term Loans with respect to which Required Lender of such class consent has been obtained, any Lender is a non-consenting Lender (each such Lender, a "**Non-Consenting Lender**"), then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) repay all Obligations (other than contingent indemnification obligations for which no claim or demand has been made) of the Borrowers owing to such Lender relating to the Loans and participations held by such Lender and cancel such Lender's Commitments as of such termination date or (y) replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.05), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including any fees otherwise payable pursuant to Section 2.12(c)), (ii) in the case of any assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments, (iii) such assignment does not conflict with applicable law, and (iv) in the case of a Non-Consenting Lender, the Borrowers shall have obtained the requisite consent for the amendment. A Lender shall not be required to make any such assignment and delegation, and the Borrowers may not repay the Obligations of such Lender, if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply. Each Lender agrees that if it is replaced pursuant to Section 2.19, it shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Promissory Note (if the assigning Lender's Loans are evidenced by Promissory Notes) subject to such Assignment and Assumption; provided that the failure of any

Lender replaced pursuant to this Section 2.19 to execute an Assignment and Assumption or deliver such Promissory Notes shall not render such sale and purchase (and the corresponding assignment) invalid and such assignment shall be recorded in the Register and the Promissory Notes shall be deemed cancelled upon such failure. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).

Section 2.20 Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for such Lender or its applicable lending office to make or maintain any SOFR Loans, then, on notice thereof by such Lender to the Borrowers (or the Borrower Agent on behalf of Borrowers) through the Administrative Agent, (i) any obligations of such Lender to make or continue SOFR Loans or to convert ABR Borrowings to SOFR Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining ABR Loans the interest rate on which is determined by reference to the Term SOFR component of the Alternate Base Rate, the interest rate on such ABR Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Alternate Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrowers shall upon demand from such Lender (with a copy to the Administrative Agent), either prepay or convert all SOFR Loans of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Term SOFR, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Term SOFR. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the determination of such Lender, otherwise be materially disadvantageous to it.

Section 2.21 Super Priority Nature of Obligations and Administrative Agent's Liens; Payment of Obligations. The priority of the Administrative Agent's Liens on the Collateral, claims and other interests shall be as set forth in the DIP Orders (and, for the avoidance of doubt, are subject to the Carve Out). Subject to the terms of the DIP Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, the Administrative Agent and the Lenders shall be entitled to immediate payment of such Obligations without application to or order of the Bankruptcy Court

Section 2.22 Extension of Maturity Date. The Borrowers may, with the consent of the Required Lenders and by notice to the Administrative Agent not later than the date that is 5 Business Days prior to the then-existing date set forth in clause (i) of the definition of Maturity Date, elect to extend such date to the date that is 12 months after the Closing Date (the "Extended Maturity Date"). The provisions of this Section 2.22 regarding the required consents to extend the Maturity Date hereby supersedes anything in Section 9.02 to the contrary.

(a) Such election shall become effective on the date (the "Extension Effective Date") on which each of the conditions set forth in clauses (i) – (iii) below shall have been satisfied, and on such Extension Effective Date, the date set forth in clause (i) of the definition of Maturity Date shall be extended to the Extended Maturity Date:

(v) The Required Lenders shall have consented in writing to the election of the Extended Maturity Date;

(vi) The Borrowers shall have paid to the Administrative Agent, for the account of each Lender, a consent fee equal to [ ][6]% of the aggregate principal amount of the Loans held by such Lender on the date of such extension, with such fee payable in kind in additional amounts of Term Loans; and

(vii) On and as of the Extension Effective Date, no Default or Event of Default shall have occurred and be continuing.

Section 2.23 Joint and Several Liability of Borrowers.

(a) Notwithstanding anything in this Agreement or any other Loan Documents to the contrary, each Borrower, jointly and severally, in consideration of the financial accommodations to be provided by the Administrative Agent and Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. The Borrowers shall be liable for all amounts due to Administrative Agent and Lenders under this Agreement, regardless of which Borrower actually receives the Loans hereunder or the amount of such Loans received or the manner in which the Administrative Agent or any Lender accounts for such Loans or other extensions of credit on its books and records. The Obligations of Borrowers with respect to Loans made to one of them, and the Obligations arising as a result of the joint and several liability of one of the Borrowers hereunder with respect to Loans made to the other of the Borrowers hereunder, shall be separate and distinct obligations, but all such Obligations shall be primary obligations of all Borrowers.

(b) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation.

(c) The obligations of each Borrower under this Section 2.24 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Borrower. The joint and several liability of the Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Borrower or any of the Lenders.

(d) The provisions of this Section 2.24 hereof are made for the benefit of the Lenders and their successors and assigns, and subject to Article 8 hereof, may be enforced by them from time to time against any Borrower as often as occasion therefor may arise and without requirement on the part of Administrative Agent or any Lender first to marshal any of its claims or to exercise any of its rights against the other Borrowers or to exhaust any remedies available to it against the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.24 shall remain in effect until the Termination Date. If at any time, any payment, or any part thereof, made in respect of any of the Obligations is rescinded or must otherwise be restored or returned by Administrative Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or

[6] NTD: Required Lender consent fee TBD.

otherwise, the provisions of this Section 2.24 hereof will forthwith be reinstated and in effect as though such payment had not been made.

(e) Notwithstanding any provision to the contrary contained herein or in any of the other Loan Documents, to the extent the obligations of a Borrower shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of such Borrower hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, state or provincial and including, without limitation, the Bankruptcy Code).

(f) With respect to the Obligations arising as a result of the joint and several liability of Borrowers hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder, to the maximum extent permitted by applicable law, each Borrower waives, until the Termination Date, any right to enforce any right of subrogation or any remedy which Administrative Agent or any Lender now has or may hereafter have against any Borrower, any endorser or any Guarantor of all or any part of the Obligations, and any benefit of, and any right to participate in, any Collateral given to Administrative Agent or any Lender. Any claim which any Borrower may have against any other Borrower with respect to any payments to Administrative Agent or Lenders hereunder or under any of the other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior occurrence of the Termination Date. Upon the occurrence of any Event of Default and for so long as the same is continuing, to the maximum extent permitted under applicable law, Administrative Agent and Lenders may proceed directly and at once, without notice (to the extent notice is waivable under applicable law), against (i) with respect to Obligations of Borrowers, any or all of them or (ii) with respect to Obligations of any Borrower, to collect and recover the full amount, or any portion of the applicable Obligations, without first proceeding against the other Borrowers or any other Person, or against any Collateral for the Obligations. Each Borrower consents and agrees that Administrative Agent and Lenders shall be under no obligation to marshal any assets in favor of Borrower(s) or against or in payment of any or all of the Obligations. Subject to the foregoing, in the event that a Loan or other extension of credit is made to, or with respect to business of, one Borrower and any other Borrower makes any payments with respect to such Loan or extension of credit, the first Borrower shall promptly reimburse such other Borrower for all payments so made by such other Borrower.

Section 2.24 [Reserved].

Section 2.25 Inability to Determine Rates; Alternative Rate of Interest.

(a) Subject to clause (b) below, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(i) The Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof, or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

The Administrative Agent will promptly so notify the Borrower Agent and each Lender.

Upon notice thereof by the Administrative Agent to Borrower Agent, any obligation of the Lenders to make SOFR Loans, and any right of the Borrowers to continue SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (with respect to clause

(ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Loans bearing interest at an alternate rate of interest determined by the Administrative Agent, in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Loans bearing interest at an alternate rate of interest determined by the Administrative Agent, at the end of the applicable Interest Period. Upon any such conversion, the Loan Parties shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to this Section 2.26.

(b) Benchmark Replacement.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to this Section 2.26 and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.26, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.26.

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, Borrower may revoke any pending request for a SOFR Loan of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a Loan or a conversion to a Loan bearing interest at an alternate rate of interest determined by the Administrative Agent.

(c) Illegality or Impracticability of SOFR Loans. In the event that on any date any Lender shall have determined (which determination shall be final and conclusive and binding upon all parties hereto but shall be made only after consultation with the Administrative Agent) that the making, maintaining, converting to, or continuation of its SOFR Loans (i) has become unlawful as a result of compliance by such Lender in good faith with any law, treaty, governmental rule, regulation, guideline or order (or would conflict with any such treaty, governmental rule, regulation, guideline or order not having the force of law even though the failure to comply therewith would not be unlawful), or (ii) has become impracticable, as a result of contingencies occurring after the date hereof that materially and adversely affect the ability of such Lender to make, maintain, convert to, or continue its SOFR Loans, then, and in any such event, such Lender shall be an "**Affected Lender**" and such Affected Lender shall on that day give written or telephonic (promptly confirmed in writing) notice to Borrower and the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each other Lender). Thereafter (1) the obligation of the Affected Lender to make Loans as, or to convert Loans to, SOFR Loans shall be suspended until such notice shall be withdrawn by the Affected Lender, (2) to the extent such determination by the Affected Lender relates to a SOFR Loan then being requested by Borrower, the Affected Lender shall make such Loan as (or continue such Loan as or convert such Loan to, as the case may be) a Loan bearing interest at an alternate rate of interest determined by the Administrative Agent, (3) the Affected Lender's obligation to maintain its outstanding SOFR Loans (the "Affected Loans") shall be terminated at the earlier to occur of the expiration of the Interest Period then in effect with respect to the Affected Loans or when required by law, and (4) the Affected Loans shall automatically convert into Loans bearing interest at an alternate rate of interest determined by the Administrative Agent, on the date of such termination.

Section 2.26 Compensation for Losses. In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrowers pursuant to Section 2.08(a), then, in any such event, the Borrowers shall compensate each Lender for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds or from any fees payable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered or furnished by electronic communications (including e-mail) to the Borrowers in writing and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders on the Closing Date that:

Section 3.01 Organization: Powers. Each of the Loan Parties and each of their respective Subsidiaries is (a) duly organized and validly existing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its organization, (b) subject to any restriction arising on account of Holdings', the Borrower Agent's or any Subsidiary's status as a "debtor" under the U.S. Bankruptcy Code (including the entry of the DIP Order), has all requisite power and authority to own its property and assets and to carry on its business as now conducted and, (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a) with respect to Borrowers and clause (b) with respect to the Loan Parties) where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. Subject to the entry of the DIP Order and the terms thereof, the Transactions are within each applicable Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Each Loan Document to which each Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing.

Section 3.03 Governmental Approvals; No Conflicts. Subject to the entry of the DIP Order and the terms thereof, the execution and delivery of the Loan Documents and the performance by any Loan Party thereof (a) do not require any material consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) for filings and registrations necessary to perfect Liens created pursuant to the Loan Documents (or to release existing Liens) and (iii) such consents, approvals, registrations, filings, or other actions the failure to be obtained or made which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of its Organizational Documents or (ii) any Requirements of Law applicable to any Loan Party which, in the case of this clause (ii), could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (c) will not violate or result in a default under (i) the Facility or (ii) any other Contractual Obligation of any of the Loan Parties which in the case of this clause (ii) could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition: No Material Adverse Effect.

(a) The Borrower Agent has heretofore furnished to the Lenders Holdings' consolidated balance sheet and related consolidated statements of operations and cash flows and stockholders' equity as of and for the Fiscal Quarters and Fiscal Years described in Section 5.01(b) and (c). Such financial statements, and, to the extent delivered after the Closing Date, the financial statements delivered pursuant to Sections 5.01(b) and (c) present fairly, in all material respects, the financial position and results of operations and cash flows of Holdings and its consolidated subsidiaries as of such dates and for such periods in accordance with GAAP.

(b) Other than as a result of the Chapter 11 cases or as otherwise disclosed in the first day declaration in the Chapter 11 Cases, no event, change or condition has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect, since the Closing Date.

Section 3.05 Properties.

(a) As of the Closing Date, Schedule 3.05 sets forth the address of each parcel of real property (or each set of parcels that collectively comprise one operating property) that is owned by each Loan Party.

(b) Other than as a result of the Chapter 11 Cases, each Loan Party has good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all its Real Estate Assets (including any Mortgaged Properties) and has good and marketable title to its personal property and assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and interests for their intended purposes and except where the failure to have such title could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and interests are free and clear of Liens, other than Permitted Liens.

(c) To the knowledge of each Responsible Officer of the Borrowers, as of the Closing Date, no Loan Party is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein.

(d) Each Loan Party has good and marketable title to, or to the knowledge of the Borrowers, a valid license or right to use, all patents, patent rights, trademarks, service marks, trade names, copyrights, technology, software, know-how, database rights and all other Material Intellectual Property, and all licenses and rights with respect to the foregoing, used in or otherwise necessary for the present conduct of its business, without any infringement, misuse, misappropriation, or violation, individually or in the aggregate of the rights of others, and free from any burdensome restrictions on the present conduct of its business, except where such failure to own or license or where such infringement, misuse, misappropriation or violation or restrictions, or any other violation of this Section could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) Except for the Chapter 11 Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrowers, threatened in writing against or affecting the Loan Parties or any of their Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party nor any of its Subsidiaries has received written notice of any claim with respect to any Environmental Liability and (ii) no Loan Party nor any of its Subsidiaries (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (B) has become subject to any Environmental Liability, or (C) has treated, stored, transported or disposed of Hazardous Materials at or from any currently or formerly

operated real estate or facility relating to its business in a manner resulting in remedial or corrective action requirements under Environmental Laws.

Section 3.07 Compliance with Laws. Each of Holdings and its Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. No Loan Party is an "investment company" as defined in, or is required to be registered under, the Investment Company Act of 1940.

Section 3.09 Taxes. Each of Holdings and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable (including in its capacity as a Withholding Agent), except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP (b) to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (c) pursuant to an order of the Bankruptcy Court or pursuant to the U.S. Bankruptcy Code.

Section 3.10 ERISA. No ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

Section 3.11 Disclosure.

(a) As of the Closing Date, to the knowledge of Holdings or any Subsidiary, all written information (other than pro forma financial information, projections, estimates (including financial estimates and forecasts) or other forward-looking information and information of a general economic or industry-specific nature, that has been or may be made available) concerning Holdings, the Borrowers, the Subsidiaries, the Transactions prepared by or on behalf of the foregoing or their representatives and made available to any Lender or the Administrative Agent in connection with the Transactions on or before the Closing Date (the "Information"), when taken as a whole, does not or will not, when furnished, contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in the light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

(b) The projections and pro forma financial information that have been made available to any Lenders or the Administrative Agent in connection with the Transactions on or before the Closing Date have been prepared in good faith on the basis of assumptions believed by Holdings to be reasonable at the time of preparation of such projections and pro forma financial information (it being recognized that any such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond Holdings' control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from such projections and that such differences may be material).

Section 3.12 Insurance. The properties of Holdings and its Subsidiaries are insured in accordance with the requirements set forth in Section 5.05.

Section 3.13 Use of Proceeds. The Loan Parties and their Subsidiaries, including Foreign Subsidiaries, shall use the proceeds of the Loans to (i) pay fees, interest and other amounts payable under this Agreement and (ii) provide working capital for, and for other general corporate purposes of, the Borrower Agent and its Subsidiaries (including, for the avoidance of doubt, any Foreign Subsidiaries), including for funding the Carve Out and payment of any Adequate Protection Obligations, in each case of clauses (i) and (ii), in accordance with, and subject to, the DIP Order and the Approved Budget (subject to any Permitted Variance).

Section 3.14 Subsidiaries. Schedule 3.14 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name and relationship to Holdings of each of its Subsidiaries, and (b) the type of entity of Holdings and each of its Subsidiaries.

Section 3.15 Security Interest in Collateral.

(a) Subject to Section 5.14 of the Prepetition Credit Agreement and subject to the entry thereof, the DIP Order creates (subject to exceptions set forth in the Collateral and Guarantee Requirement) in favor of the Collateral Agent (for the benefit of the Secured Parties), in each case, a legal, valid and enforceable security interest in and Liens on the Collateral described therein and proceeds thereof, which security interest and Lien shall be valid and perfected as of the Closing Date by entry of the DIP Order with respect to each Loan Party and which shall constitute a continuing security interest and Lien on the Collateral having priority over all other security interests and Liens on the Collateral and securing all the Obligations, other than as set forth in the DIP Order. The Collateral Agent and Lenders shall not be required to file or record any financing statements, mortgages, notices of Lien or similar instruments, in any jurisdiction or filing office or to take any other action in order to validate, perfect or establish the priority of the security interest and Lien granted pursuant to the DIP Order.

(b) Pursuant to Section 364(c)(1) of the U.S. Bankruptcy Code, and subject to the Carve-Out, the Obligations of the Loan Parties shall at all times constitute allowed senior administrative expenses against each of the Loan Parties in the Chapter 11 Cases (without the need to file any proof of claim or request for payment of administrative expense), with priority over any and all other administrative expenses, adequate protection claims, diminution claims and all other claims against the Loan Parties, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the U.S. Bankruptcy Code, and over any and all other administrative expense claims arising under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 of the U.S. Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy or attachment, which allowed claims shall for purposes of Section 1129(a)(9)(A) of the U.S. Bankruptcy Code be considered administrative expenses allowed under Section 503(b) of the U.S. Bankruptcy Code, and which shall be payable from and have recourse to all pre- and post-petition property of the Loan Parties and their estates and all proceeds thereof other than as set forth in the DIP Order.

Section 3.16 Labor Disputes. As of the Closing Date, except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against Holdings or any of the Subsidiaries pending or, to the knowledge of any Borrower, threatened, (b) the hours worked by and payments made to employees of Holdings and the Subsidiaries 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 and (c) all payments due from Holdings or any of the Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of Holdings or such Subsidiary to the extent required by GAAP.

Section 3.17 Federal Reserve Regulations.

(a) As of the Closing Date, none of the Collateral is Margin Stock. Not more than 25% of the value of the assets of Holdings, the Borrowers and their respective Subsidiaries taken as a whole is represented by Margin Stock.

(b) None of Holdings, any Borrower or any of their respective Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(c) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock, to extend credit to others for the purpose of purchasing or carrying Margin Stock or for any purpose that entails a violation of, or that is inconsistent with, the provisions of Regulation T, U or X.

Section 3.18 Sanctions, Anti-Terrorism and Anti-Corruption Laws.

(a) Holdings and its Subsidiaries and their respective directors and officers and, to the knowledge of any Borrower, their respective employees and agents, are in compliance with Anti-Corruption Laws, applicable Sanctions and the USA PATRIOT Act in all material respects. None of Holdings, any Borrower or any of their respective Subsidiaries, nor, to the knowledge of any Borrower, any director or officer, or employee of any of the foregoing is a Sanctioned Person and the Borrowers will not directly or knowingly, indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Sanctioned Person or, in any Sanctioned Country, except to the extent such activities, business or transaction would be permitted for a Person required to comply with applicable Sanctions, or in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) No part of the proceeds of any Loan will be used, directly or indirectly, in furtherance of an offer, payment, proposal to pay, or authorization of the payment to any person in violation of any Anti-Corruption Laws.

Section 3.19 Bankruptcy Matters. The Chapter 11 Cases were commenced on the Petition Date in accordance in all material respects with applicable law and proper notice thereof was given. Proper notice was also provided for (x) the motion seeking approval of the Loan Documents pursuant to the DIP Order and (y) the hearing for the approval of the DIP Order.

ARTICLE 4

CONDITIONS

Section 4.01 Closing Date. The effectiveness of this Agreement, the rights and obligations of the parties hereto, including the effectiveness of the Term Loan Commitments by the Lenders, and the obligations of the Lenders to make the Initial Term Loans hereunder shall not become effective until the date on which each of the following conditions under this Section 4.01 is satisfied (or waived by the Required Lenders):

(a) The Administrative Agent (or its counsel) shall have received from each Loan Party party thereto (i) a counterpart signed by such Loan Party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of the applicable agreement by electronic transmission (e.g., "pdf")) that such Loan Party has signed a counterpart of (i) this Agreement and (ii) the Guarantee Agreement.

(b) The Administrative Agent shall have received a Borrowing Request as required by Section 2.03.

(c) The Administrative Agent shall have received a certificate of the Secretary or Assistant Secretary or similar officer of each Loan Party dated the Closing Date and certifying:

(i) a copy of the certificate or articles of incorporation, certificate of limited partnership, certificate of formation or other equivalent constituent and governing documents, including all amendments thereto, of such Loan Party, (1) in the case of a corporation, certified as of a recent date by the Secretary of State (or other similar official) of the jurisdiction of its organization, or (2) otherwise certified by the Secretary or Assistant Secretary of such Loan Party or other person duly authorized by the constituent documents of such Loan Party,

(ii) a certificate as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of such Loan Party as of a recent date from such Secretary of State (or other similar official),

(iii) that attached thereto is a true and complete copy of the by-laws (or partnership agreement, limited liability company agreement or other equivalent constituent and governing documents) of such Loan Party as in effect on the Closing Date and at all times since a date prior to the date of the resolutions described in clause (g) below,

(iv) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of the Loan Documents dated as of the Closing Date to which such person is a party and, in the case of the Borrowers, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Closing Date,

(v) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party, and

(vi) as to the absence of any pending proceeding for the dissolution or liquidation of such Loan Party or, to the knowledge of such person, threatening the existence of such Loan Party, in each case, other than the Chapter 11 Cases and any transaction contemplated by the RSA.

(d) [Reserved].

(e) No later than three Business Days in advance of the Closing Date the Administrative Agent shall have received all documentation and other information reasonably requested by it that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent such information is requested not less than ten Business Days in advance of the Closing Date.

(f) The Lenders and the Administrative Agent shall have received the initial budget in such form reasonably acceptable to the Required Lenders (the "**Initial Budget**").

(g) [Reserved].

(h) The Bankruptcy Court (or any other applicable court) shall have determined that the Ad Hoc Group of Term Lenders constitutes "Required Lenders" under and as defined in the Prepetition Credit Agreement, which, for the avoidance of doubt, need not be a final non-appealable judgment.

(i) The Required Lenders shall have each consented to the use of collateral or received adequate protection (if applicable) in respect of the liens securing their respective obligations pursuant to the Interim Order.

(j) The representations and warranties set forth in the Loan Documents shall be true and correct in all material respects as of the Closing Date, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(k) As of the Closing Date, no Event of Default or Default shall have occurred and be continuing.

(l) There shall not have been any material adverse rulings for the Lenders in their capacities as such in the pending proceedings regarding the May 2023 and December 2023 transactions undertaken the by the Borrower Agent.

Section 4.02 Conditions to Each Extension of Subsequent Term Loans. The obligations of the Lenders to make any Subsequent Term Loans hereunder are subject to each of the following further conditions being satisfied (or waived by the Required Lenders) as of the date of the proposed borrowing:

(a) The Administrative Agent shall have received a Borrowing Request as required by Section 2.03.

(b) The Borrowers shall be in compliance with all Milestones set forth in Section 5.18 through the applicable date of the funding of the Subsequent Term Loans.

(c) No Default or Event of Default by any Loan Party shall exist or be continuing under the RSA, the DIP Order, or this Credit Agreement.

(d) The representations and warranties set forth in the Loan Documents shall be true and correct in all material respects as of the Funding Date, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(e) There shall not have occurred a Material Adverse Effect since the Closing Date.

(f) For a Borrowing (x) of the Subsequent Term Loans in an aggregate amount equal to the total amount of Term Loan Commitments unfunded, the date of such Borrowing is on or after the Non-Appealable Status Date and (y) of any Subsequent Term Loans prior to the Non-Appealable Status Date for an aggregate amount equal to or less than the total amount of Term Loan Commitments unfunded, the Required Lenders shall have consented to the extension of such Subsequent Term Loan.

(g) There shall not have been any material adverse rulings for the Lenders in their capacities as such in the pending proceedings regarding the May 2023 and December 2023 transactions undertaken the by the Borrower Agent.

(h) The delivery of a Borrowing Request with respect to any Borrowing of Subsequent Term Loans shall be deemed to be a representation by the Borrowers that the conditions specified in clauses (b) through (f) (inclusive) above are satisfied as of the date of such borrowing.

ARTICLE 5

AFFIRMATIVE COVENANTS

Until the date that all the Commitments have expired or terminated and the principal of and interest on each Loan and all Obligations and all fees, expenses and other amounts payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full in Cash (such date, the "**Termination Date**"), each Loan Party covenants and agrees, jointly and severally, with the Lenders that:

Section 5.01 Financial Statements and Other Reports. The Borrower Agent (or Holdings, as applicable) will deliver to the Administrative Agent for delivery to each Lender:

(a) [Reserved].

(b) Quarterly Financial Statements. If required by the Required Lenders, as soon as available, and in any event within 45 days (or 60 days in the case of the first two Fiscal Quarters ending after the Closing Date) after the end of each of the first three Fiscal Quarters of each Fiscal Year Holdings (or, at the option of Holdings, Ultimate Parent) ending on or after June 30, 2023, (i) the unaudited consolidated balance sheet of Holdings and its subsidiaries (or, at the option of Holdings, Ultimate Parent and its subsidiaries) as at the end

of such Fiscal Quarter and setting forth in comparable form the corresponding figures as at the end of the corresponding Fiscal Quarter of the previous Fiscal Year, (ii) the related unaudited consolidated statements of income and cash flows of Holdings and its subsidiaries (or, as applicable, Ultimate Parent and its subsidiaries) for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, and setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year under this clause (ii), in each case, (x) to the extent such reporting is provided with respect to Ultimate Parent, accompanied by unaudited consolidating or other information that explains in reasonable detail the differences between the information relating to Ultimate Parent, on the one hand, and the information relating to Holdings and its subsidiaries on a standalone basis, on the other hand and (y) in reasonable detail, together with a Financial Officer Certification and a Narrative Report with respect thereto, and (iii) the applicable Specified Financial Deliverables;

(c) Annual Financial Statements. If required by the Required Lenders, as soon as available, and in any event within 120 days after the end of each Fiscal Year of Holdings (or, at the option of Holdings, Ultimate Parent) ending on or after March 31, 2024, (i) the unaudited consolidated balance sheet of Holdings and its subsidiaries (or, at the option of Holdings, Ultimate Parent and its subsidiaries) as at the end of such Fiscal Year and setting forth in comparable form the corresponding figures as at the end of the previous Fiscal Year and the related unaudited consolidated statements of income, stockholders' equity and cash flows of Holdings and its subsidiaries (or, as applicable, Ultimate Parent and its subsidiaries) for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, in reasonable detail, together with a Financial Officer Certification and a Narrative Report with respect thereto, and (ii) the applicable Specified Financial Deliverables;

(d) Compliance Certificate. No later than five (5) days after each delivery of financial statements of Holdings and its subsidiaries (or, at the option of Holdings, Ultimate Parent and its subsidiaries) pursuant to Sections 5.01(b) and 5.01(c), (i) a duly executed and completed Compliance Certificate (A) certifying that no Default or Event of Default has occurred and is continuing (or if one is, describing in reasonable detail such Default or Event of Default and the steps being taken to cure, remedy or waive the same), (B) [reserved] and (C) [reserved] and (ii) a list of each subsidiary of Holdings that identifies each subsidiary as a Subsidiary as of the date of delivery of such Compliance Certificate or a confirmation that there is no change in such information since the later of the Closing Date and the date of the last such list;

(e) Notice of Default. Promptly upon any Responsible Officer of any Borrower obtaining knowledge (i) of any Default or Event of Default or that notice has been given to any Borrower with respect thereto or (ii) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, a detailed notice specifying the nature and period of existence of such condition, event or change, or specifying the notice given or action taken by any such Person and the nature of such claimed Default or Event of Default, event or condition, and what action the Borrowers have taken, are taking and propose to take with respect thereto;

(f) [Reserved];

(g) ERISA. Promptly upon any Responsible Officer of any Borrower becoming aware of the occurrence of any ERISA Event which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, a written notice specifying the nature thereof;

(h) [Reserved];

(i) Information Regarding Collateral. The Borrower Agent will furnish to the Administrative Agent written notice within 45 days (or such later date as agreed by the Administrative Agent in its sole discretion) after any change (i) in any Loan Party's legal name, (ii) in any Loan Party's identity or corporate structure or (iii) in any Loan Party's jurisdiction of organization;

(j) [Reserved];

(k) Other Information. Such other reports and information (financial or otherwise) as the Administrative Agent (acting at the direction of the Required Lenders) may reasonably request from time to time in connection with Holdings', any Borrower's or any Subsidiaries' financial condition, assets, operations, performance or business; provided, that in no event shall the requirements set forth in this Section 5.01(k) require Holdings, any Borrower or any Subsidiary to provide any such information which reasonably (i) violates any binding confidentiality obligations of Holdings and/or its Subsidiaries to a Person other than Holdings or any of its Subsidiaries, (ii) constitutes non-financial trade secrets or non-financial proprietary information, (iii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by applicable law and (iv) is subject to attorney-client or similar privilege or constitutes attorney work-product; and (v) deliver to the Administrative Agent and the Specified Lender Advisors copies of all monthly reports, projections, or other written information with respect to each of the Loan Parties' business or financial condition or prospects (as well as all pleadings, motions, applications and judicial information) filed by or on behalf of the Borrowers with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee, at the time such document is filed with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee, as applicable; provided, however, that such reports, projections, or other written information required to be delivered pursuant to this clause (i) shall be deemed delivered to the Administrative Agent and the Specified Lender Advisors for purposes of this Agreement when such reports, projections or other written information is filed with the Bankruptcy Court.; and

(l) [Reserved].

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower Agent (x) posts such documents or (y) provides a link thereto on the Borrower Agent's website on the Internet at the website address listed on Schedule 9.01 or (z) with respect to the items required to be delivered pursuant to Section 5.01(k) above in respect of information filed with any securities exchange or the SEC or any governmental or private regulatory authority (other than Form 10-K and 10-Q reports satisfying the requirements in Section 5.01(b) and (c)), as applicable), makes such items available on the website of such exchange authority or the SEC or other applicable governmental or private regulatory authority; (ii) on which such documents are posted on the Borrower Agent's behalf on IntraLinks/SyndTrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); or (iii) the date on which executed certificates or other documents are faxed to the Administrative Agent (or electronically mailed to an address provided by the Administrative Agent); provided that the Borrower Agent shall promptly notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and, at the Administrative Agent's request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents.

Notwithstanding the foregoing, the obligations in clauses (b) and (c) of this Section 5.01 may be satisfied with respect to financial information of Holdings and its subsidiaries (or, as applicable, Ultimate Parent and its subsidiaries) by furnishing (A) the applicable financial statements of any Parent Company or (B) the Form 10-K or 10-Q, as applicable, of Holdings or any Parent Company, as applicable, filed with the SEC; provided that, with respect to each of subclauses (A) and (B) of this paragraph, (i) to the extent such information relates to a direct or indirect parent of Holdings (other than Ultimate Parent as contemplated above), such information is accompanied by unaudited consolidating or other information that explains in reasonable detail the differences between the information relating to such direct or indirect parent, on the one hand, and the information relating to Holdings and its subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 5.01(c), such materials

are, to the extent applicable, accompanied by a report and opinion of an independent certified public accountant meeting the requirements of such Section.

Section 5.02 Existence. Except as otherwise permitted under Section 6.08, Holdings will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights and franchises, licenses and permits material to its business except to the extent (other than with respect to the preservation of existence of the Borrowers) failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither Holdings nor any of its Subsidiaries shall be required to preserve any such existence, right or franchise, licenses and permits if such Person's board of directors (or similar governing body) shall determine that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03 Payment of Taxes. Subject to the U.S. Bankruptcy Code, the terms of the DIP Order and any order of or required approval by the Bankruptcy Court (it being understood that no Debtor shall be obligated to make any payments hereunder that would result in a violation of any applicable law, including the U.S. Bankruptcy Code, without an order of the Bankruptcy Court authorizing such payment), Holdings will pay, and will cause each of its Subsidiaries to pay, all Taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) not yet due and payable or it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as shall be required in conformity with GAAP (or in the case of any Foreign Subsidiary, in accordance with generally accepted accounting principles that are applicable in such foreign jurisdiction) shall have been made therefor and (ii) in the case of a Tax which has or may become a Lien against any of the Collateral, such contest proceedings operate to stay the sale of any portion of the Collateral to satisfy such Tax or claim or (b) failure to pay or discharge the same could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04 Maintenance of Properties. Holdings will, and will cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition (ordinary wear and tear and casualty and condemnation excepted), all property reasonably necessary to the normal conduct of business of Holdings and its Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as permitted by this Agreement, or where the failure to maintain such properties could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. Subject to the U.S. Bankruptcy Code, the terms of the DIP Order and any order of or required approval by the Bankruptcy Court (it being understood that no Debtor shall be obligated to make any payments hereunder that would result in a violation of any applicable law, including the U.S. Bankruptcy Code, without an order of the Bankruptcy Court authorizing such payment), Holdings will maintain or cause to be maintained, with insurance companies that Holdings believes (in the good faith judgment of its management) are financially sound and reputable at the time the relevant coverage is placed or renewed, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of Holdings and its Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons. Without limiting the generality of the foregoing, the Loan Parties will (a)(i) maintain or cause to be maintained flood insurance with respect to each Flood Hazard Property, in each case in compliance with the Flood Insurance Laws and (ii) promptly upon the request of the Administrative Agent or any Lender, deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent, and (b) maintain or cause to be maintained replacement value casualty insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts, with such deductibles, and covering such risks as are at all times carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses.

Each such policy of insurance (other than director and officer insurance and worker's compensation insurance and with respect to certain foreign insurance policies) shall (i) name the Administrative Agent on behalf of the Lenders as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy (including any business interruption insurance policy), contain a loss payable clause or endorsement, reasonably satisfactory in form and substance to the Administrative Agent that names the Administrative Agent, on behalf of the Lenders as the loss payee thereunder, to the extent available from the relevant underwriter, and provides for at least 30 days' prior written notice to the Administrative Agent of any modification or cancellation of such policy (or ten days' prior written notice for any cancellation due to non-payment of premiums). The Administrative Agent and one or more Lenders may have adopted or may adopt internal policies and procedures that address requirements placed on federally regulated Lenders under the Flood Insurance Laws. The Administrative Agent may, but shall have no obligation to, post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Insurance Laws. However, the Administrative Agent reminds each Lender and Participant that, pursuant to the Flood Insurance Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements. Notwithstanding anything herein to the contrary, so long as no Event of Default shall have occurred and be continuing, the proceeds of any insurance policy shall be paid to the Borrower Agent.

Section 5.06 Inspections. Holdings will, and will cause each of its Subsidiaries to, permit any authorized representatives designated by Administrative Agent to visit and inspect any of the properties of Holdings and any of its respective Subsidiaries, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants (provided that Holdings or any Subsidiary may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice, reasonable coordination in and at such reasonable times during normal business hours and as often as may reasonably be requested; provided that, excluding such visits and inspections during the continuation of an Event of Default, (x) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (y) only one such time per calendar year shall be at the expense of Borrowers; provided, further, that when an Event of Default exists, the Administrative Agent (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice; provided that notwithstanding anything to the contrary herein, neither Holdings nor any Subsidiary shall be required to disclose, permit the inspection, examination or making of copies or abstracts of, or any discussion of, any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.07 Maintenance of Book and Records. Holdings will, and will cause its Subsidiaries to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects, in a manner to allow financial statements to be prepared in conformity with GAAP and which reflect all material financial transactions and matters involving the assets and business of Holdings and its Subsidiaries, as the case may be (it being understood and agreed that certain Foreign Subsidiaries may also maintain individual books and records in conformity with generally accepted accounting principles in their respective countries of organization and that such maintenance shall not constitute a breach of the covenants under this Section 5.07).

Section 5.08 Compliance with Laws. Subject to the DIP Order, Holdings will comply, and shall cause each of its Subsidiaries to comply, with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (including any order of the Bankruptcy Court, ERISA, all Environmental Laws, applicable Sanctions, USA PATRIOT Act, Anti-Corruption Law, and other applicable anti-terrorism and anti-money laundering Requirements of Law) and Holdings and the Borrowers will maintain in effect and enforce policies and procedures designed to ensure compliance by Holdings, the Borrowers, their respective Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption

Laws and applicable Sanctions, noncompliance with which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.09 Environmental.

(a) Environmental Disclosure. The Borrower Agent will deliver to the Administrative Agent and the Lenders:

(i) promptly after the Borrower Agent's obtaining written information confirming the occurrence thereof, written notice describing in reasonable detail (A) any Release occurring during the term hereof at any Facility that is required to be reported by either Holdings or any of its Subsidiaries to any Governmental Authority under any Environmental Laws that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) any remedial action taken at any Facility by Holdings or any Subsidiaries or any other Persons of which a Responsible Officer of Borrower Agent has knowledge in response to (1) any Hazardous Materials Activities that are reasonably expected to result in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect, or (2) any Environmental Claims that, individually or in the aggregate, are reasonably expected to result in a Material Adverse Effect, and (C) a Responsible Officer of Borrower Agent's discovery of any Hazardous Material condition on any real property adjoining or in the vicinity of any Facility that reasonably could be expected to cause, individually or in the aggregate, a Material Adverse Effect;

(ii) as soon as practicable following the sending or receipt thereof by any Loan Party, Holdings or any Subsidiaries, a copy of material written non-privileged communications with respect to (A) any Environmental Claims that, individually or in the aggregate, are reasonably expected to give rise to a Material Adverse Effect, (B) any Release required to be reported by Holdings or any Subsidiaries to any Governmental Authority that reasonably could be expected to have a Material Adverse Effect, and (C) any request made to Holdings or any Subsidiaries for information from any Governmental Authority that suggests such Governmental Authority is investigating whether Holdings or any Subsidiaries may be potentially responsible for any Hazardous Materials Activity which is reasonably expected to have a Material Adverse Effect;

(iii) prompt written notice describing in reasonable detail any proposed acquisition of stock, assets, or property by Holdings or any Subsidiaries that could reasonably be expected to expose Holdings or any Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and

(iv) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Administrative Agent in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. Each Loan Party shall promptly take, and shall cause each of its Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of Environmental Laws that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim, in each case, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 [Reserved].

Section 5.11 Use of Proceeds. The proceeds of the Term Loans shall be used by the Loan Parties and their Subsidiaries, including Foreign Subsidiaries, at any time for any permitted purpose described in Section 3.21 herein, or for any other purpose permitted under the DIP Order or as set forth in the Approved Budget. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulations T, U or X.

Section 5.12 Additional Collateral: Further Assurances.

(a) If any additional direct or indirect Domestic Subsidiary of any of the Borrowers is formed or acquired after the Closing Date and if such Domestic Subsidiary becomes a Debtor under the Chapter 11 Cases, within 5 Business Days after the date such Domestic Subsidiary becomes a Debtor under the Chapter 11 Cases (or such longer period as the Required Lenders may agree in their reasonable discretion), notify the Collateral Agent thereof and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Domestic Subsidiary. The Borrowers shall and shall cause the Guarantors to take any and all actions reasonably requested by the Administrative Agent and Required Lenders that they deem necessary or advisable to obtain or maintain a valid and perfected Lien with respect to the Collateral, all at the expense of the Loan Parties. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, no Subsidiary of any Debtor that is not a Debtor shall be required to become a Guarantor or Loan Party under the Loan Documents.

(c) Notwithstanding anything to the contrary in this Section 5.12 or any other Collateral Document (but subject to the final paragraph of this Section 5.12), (i) the Administrative Agent shall not require the taking of a Lien on, or require the perfection of any Lien granted in, those assets as to which the cost of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) is excessive in relation to the benefit to the Lenders of the security afforded thereby as reasonably determined by the Borrower Agent and the Administrative Agent in writing, (ii) no Lien in Real Estate Assets shall be required except in respect of Material Real Estate Assets (provided that in any jurisdiction in which a tax is required to be paid in respect of the Mortgage on real property located in such jurisdiction based on the entire amount of the Secured Obligations, the amount secured by such Mortgage shall be, to the extent permitted by, and in accordance with, applicable law, limited to the estimated Fair Market Value of the property to be subject to the Mortgage determined in a manner reasonably acceptable to Administrative Agent and the Borrower Agent), (iii) no actions outside of the United States shall be required to be taken in order to create or grant any security interest in any assets located outside of the United States and no foreign law security or pledge agreements shall be required, (iv) Liens required to be granted or perfected pursuant to this Section 5.12 shall be subject to the Intercreditor Agreements and to exceptions and limitations consistent with those set forth in the Collateral Documents, (v) no landlord, lien waiver, bailee, customs broker or other similar agreements will be required pursuant to this Agreement, and (vi) the Loan Parties shall not be required, nor shall the Administrative Agent be authorized to record or to perfect the Administrative Agent's Lien in any property other than (w) recording of mortgages against real property and fixtures with respect to any Material Real Estate Assets, (x) the filing of appropriate UCC financing statements, (y) filing of documents effecting the recordation of security interests in the United States Copyright Office or United States Patent and Trademark Office with regard to United States intellectual property rights as expressly required by the Loan Documents, and (z) delivery to the Administrative Agent to be held in its possession of Collateral consisting of intercompany notes, stock certificates of the Borrower Agent and other Subsidiaries and other instruments, and (vii) the Loan Parties shall not be required, nor shall the Administrative Agent be authorized, to send notices to insurers, account debtors or other contractual third parties. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, in the event that a Subsidiary organized in an Approved Jurisdiction becomes a Loan Guarantor in Holdings' sole discretion or Intermediate Holdings becomes a Loan Guarantor in accordance with Section 1.14, then, in each case, such Loan Party shall grant a perfected lien on substantially all of its assets that would constitute Collateral under the Pledge and Security Agreement (or such lesser amount of assets as is customary in such jurisdiction for similar secured credit facilities marketed in the United States in the sole opinion of the Administrative Agent acting reasonably) (other than any mortgages or similar arrangements on real property) under the laws of such Approved Jurisdiction pursuant to arrangements, documents and actions reasonably agreed between the Administrative Agent and the Borrower Agent (which are not materially inconsistent with the agreements, documents and actions contained in the Pledge and Security Agreement and this Section 5.12, but taking into account customary security principles in the applicable Approved Jurisdiction, in each case, as reasonably agreed by the Administrative Agent and the Borrower Agent), subject to customary limitations in such Approved Jurisdiction as may be reasonably agreed between the Administrative Agent and the Borrower Agent and all actions required pursuant to Section 1.14 shall be

taken in each applicable jurisdiction, and nothing in this Section 5.12 or other limitation in this Agreement shall in any way limit or restrict the pledge of assets and property by Intermediate Holdings or any such Subsidiary that is a Subsidiary Guarantor or the pledge of the equity interests of such Subsidiary by any other Loan Party that holds such equity interests or any other actions required pursuant to Section 1.14, provided that, in no event shall this Section 5.12(c) prohibit the Borrowers or any Subsidiary from rejecting or abandoning or seeking rent abatement or other modifications under any lease or any other contract in accordance with the U.S. Bankruptcy Code and any order of the Bankruptcy Court, in each case, in accordance with the terms of this Agreement.

Section 5.13 Debtor-in-Possession Obligations. Comply in all material respects in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the DIP Order, and any other order of the Bankruptcy Court. Give, on a timely basis as specified in the applicable DIP Order, all notices required to be given to all parties specified in such DIP Order.

Section 5.14 Additional Bankruptcy Matters. Upon written request by the Administrative Agent, promptly provide the Administrative Agent, the Lenders and the Specified Lender Advisors with updates of any material developments in connection with the Loan Parties' reorganization efforts under the Chapter 11 Cases, whether in connection with the sale of all or substantially all of the Borrowers' and its Subsidiaries' consolidated assets, the marketing of any Loan Parties' assets, the formulation of bidding procedures, an auction plan, and documents related thereto, or otherwise.

Section 5.15 Post-Closing. Within the time periods specified on Schedule 5.14 (as each may be extended by the Administrative Agent in its reasonable discretion), provide such Collateral Documents and complete such undertakings as are set forth on Schedule 5.14. All conditions precedent, affirmative covenants and representations contained in this Agreement and the other Loan Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required above, rather than as elsewhere provided in the Loan Documents); provided that (x) to the extent any representation and warranty would not be true, any affirmative covenant breached or any condition precedent not met under this Agreement and the other Loan Documents because the foregoing actions were not taken on the Closing Date, the respective representation and warranty shall be required to be true and correct in all material respects (or, to the extent qualified by materiality, in all respects) and the respective affirmative covenant complied with and condition precedent met at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 5.15 and (y) all representations and warranties relating to the Collateral Documents shall be required to be true in all material respects (or, to the extent qualified by materiality, in all respects) and all affirmative covenants relating to the Collateral Documents shall be required to be complied with, in each case, immediately after the actions required to be taken by this Section 5.15 have been taken (or were required to be taken) and the parties hereto acknowledge and agree that the failure to take any of the actions required above, within the relevant time periods required above (after giving effect to any extension provided by the Administrative Agent in its reasonable discretion, as permitted above), shall give rise to an immediate Event of Default pursuant to this Agreement.

Section 5.16 [Reserved]

Section 5.17 Cash Management.; The Borrower Agent shall maintain the cash management of the Loan Parties in all material respects in accordance with the Cash Management Order.

Section 5.18 Milestones. By the times and dates set forth below (as any such time and date may be extended with the consent of the Administrative Agent (at the direction of the Required Lenders) cause the following to occur (each, a "Milestone"):[7]

[7] NTD: Milestones to be updated at execution.

(a) by the date that is no later than 1 day after the Petition Date (or the next day that is a Business Day), the Debtors shall have filed a DIP Motion (as defined in the RSA) with proposed orders including a determination that the Ad Hoc Group of Term Lenders constitutes "Required Lenders" under and as defined in the Prepetition Credit Agreement;

(b) by the date that is no later than 1 day after the Petition Date (or the next day that is a Business Day), the Debtors shall have (i) filed the Non-Participating Lender Adversary Complaint (as defined in the RSA) and commenced the Non-Participating Lender Adversary Proceeding (as defined in the RSA), and (ii) filed the Invesco Adversary Complaint (as defined in the RSA) and commenced the Invesco Adversary Proceeding (as defined in the RSA) and the 105 AP (each as defined in the DIP Order), in each case, in form and substance acceptable to the Ad Hoc Group of Term Lenders;

(c) by the date that is no later than 1 day after the Petition Date (or the next day that is a Business Day), the Debtors shall have filed the Bidding Procedures Motion (as defined in RSA), with the Ad Hoc Group of Term Lenders as stalking horse bidder, in form and substance acceptable to the Ad Hoc Group of Term Lenders;

(d) by the date that is no later than 5 days after the Petition Date (or the next day that is a Business Day), the Bankruptcy Court shall have entered the Cash Collateral Order (as defined in the RSA) , and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(e) by the date that is no later than 6 days after the Petition Date (or the next day that is a Business Day), the Bankruptcy Court shall have entered orders temporarily restraining (if necessary) and enjoining the continued prosecution of the Non-Participating Lender Action and the Invesco Action (each as defined in the RSA);

(f) by the date that is no later than 30 days after the Petition Date (or the next day that is a Business Day), the Bankruptcy Court shall have entered the Final Order, including a determination that the Ad Hoc Group of Term Lenders constitutes "Required Lenders" under and as defined in the Prepetition Credit Agreement, and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(g) by the date that is no later than 30 days after the Petition Date (or the next day that is a Business Day), the Bankruptcy Court shall have entered the Bidding Procedures Order (as defined in RSA), with the Ad Hoc Group of Term Lenders as stalking horse bidder, and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(h) by the date that is no later than 45 days after the Petition Date (or the next day that is a Business Day), the Debtors shall have delivered an emergence business plan, and additional diligence materials, to the Ad Hoc Group of Term Lenders, and such plan and materials shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(i) by the date that is no later than 75 days after the Petition Date (or the next day that is a Business Day), the Bankruptcy Court shall have entered the Sale Order (as defined in the RSA), and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(j) by the date that is no later than 75 days after the Petition Date (or the next day that is a Business Day), the Bankruptcy Court shall have (i) entered an order in the Non-Participating Lender Adversary Proceeding granting the relief sought in the Non-Participating Lender Complaint , and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders, and (ii) entered an order in the Invesco Adversary Proceeding granting the relief sought in the Invesco Complaint, and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders; and

(k) by the date that is no later than 90 days after the Petition Date (or the next day that is a Business Day), the Sale shall have been consummated.

Section 5.19 Budget.

(a) On or before the fifth (5th) day before the end of each Budget Period (as defined below) beginning with the fourth full week following the Petition Date (or more frequently if determined by the Debtors), the Debtors will deliver to the Administrative Agent and the Specified Lender Advisors an updated budget for the subsequent 13-week period (a "Subsequent DIP Budget"), which shall be in form and substance satisfactory to the Required Lenders in their sole discretion (not to be unreasonably withheld). The Required Lenders shall be deemed to have approved of any such Subsequent DIP Budget unless the Required Lenders shall have objected thereto in writing to the Loan Parties (with email to the Loan Parties' counsel being sufficient) within five (5) Business Days after receipt thereof. In the event the Required Lenders objects to the most recently delivered Subsequent DIP Budget, the prior Subsequent DIP Budget shall remain in full force and effect. The Loan Parties may, upon five Business Day's written notice to the Required Lenders (with email to the Required Lenders' counsel being sufficient) request an immediate hearing with the Bankruptcy Court to seek approval of any such Subsequent DIP Budget to be deemed the Approved Budget. In the event the conditions for the most recently delivered Subsequent DIP Budget to constitute an "Approved Budget" are not met as set forth herein, the prior Approved Budget shall remain in full force and effect and the Debtors shall be required to work in good faith with the Required Lenders to modify such Subsequent DIP Budget until the Required Lenders approve (which approval shall not be unreasonably withheld) such Subsequent DIP Budget as an "Approved Budget." "Budget Period" means the initial four-week period set forth in the Approved Budget in effect at such time.

(b) On or before 5:00 p.m. (prevailing Central Time) on the Friday of each calendar week commencing after the Closing Date (each, a "Reporting Date"), the Debtors shall deliver to the Administrative Agent and the Advisors a variance report/reconciliation in form and substance reasonably satisfactory to the Required Lenders (the "Approved Budget Variance Report"), setting forth in detail (i) the Debtors' actual disbursements on (the "Actual Disbursements") on an aggregate basis as detailed in the Approved Budget for the four week period preceding the applicable Reporting Date; (ii) the Debtors' actual ordinary course receipts (the "Actual Receipts")[, excluding, for the avoidance of doubt, any intercompany transactions or asset sales outside the ordinary course of business, on an aggregate basis]for the four week period preceding the applicable Reporting Date; [(iii) the (x) amounts set forth in the Approved Budget under "Professional Fees" (y) amounts set forth in the Approved Budget under "Debt Service", in each case, ending on the applicable Reporting Date and (z) amounts set forth in the Approved Budget under "First Day Motion Payments";] (iv) a comparison (whether positive or negative, in dollars and expressed as a percentage) of the Actual Disbursements and Actual Receipts for the four week period preceding the applicable Reporting Date to the amount of Debtors' projected disbursements and projected cash receipts set forth in the Approved Budget for such period; (v) as to each variance contained in the Approved Budget Variance Report and required to be tested pursuant to Section 6.22 below, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any material variance.

(c) On each Friday (or such other day as mutually agreed with the Ad Hoc Group of Term Lenders) of each calendar week commencing after the Closing Date, at a time mutually agreed with the Required Lenders, the Borrowers shall participate, and cause relevant members of management, as appropriate, and use commercially reasonable efforts to cause the Company's relevant advisors (if any) to participate, in a conference call with the Specified Lender Advisors, and such members of the Ad Hoc Group of Term Lenders as opt to participate in such call, to discuss (i) the financial condition, results of operations (to the extent relating to month end results of operations or KPIs provided on a weekly basis) and cash flow forecast of Holdings and its Subsidiaries for the most recently-ended week and/or (ii) responses previously provided, including discussion of written responses (if any) or materials (if any) prepared in response to, any business or financial due diligence questions presented to the Company by members of the Ad Hoc Group of Term Lenders from time to time; it being understood that the foregoing requirements of this provision cannot be construed to create any obligations on any of the Loan Parties' financial or other advisors to take or refrain from taking any action, absent an express contractual requirement to do so under their respective engagement agreements with the

relevant Loan Parties or as expressly provided for in this Section 5.19, nor can any of the foregoing be construed to override any existing confidentiality or other obligations owed by any Loan Party to any Person.

Section 5.20 [Reserved]

Section 5.21 Ratings. The Borrowers will use commercially reasonable efforts to obtain from Moody's and S&P (i) ratings for the Term Loans and (ii) corporate credit ratings and corporate family ratings in respect of the Borrowers (it being understood that, in each case, the Borrowers shall not be required to obtain a specific rating) on or prior to the date that is 60 days after the Funding Date, and shall begin the process of requesting such ratings no later than 5 Business Days (or such longer period as the Required Lenders may agree in their reasonable discretion) after the Funding Date.

ARTICLE 6

NEGATIVE COVENANTS

Until the Termination Date has occurred, each Loan Party covenants and agrees, jointly and severally, with the Lenders that:

Section 6.01 Indebtedness. Holdings, the Borrowers and each Subsidiary shall not, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Secured Obligations;

(b) Indebtedness of any Loan Party or any Subsidiary owing to any other Loan Party or any other Subsidiary; provided that in the case of any Indebtedness of a Subsidiary that is not a Loan Party owing to a Loan Party, such Indebtedness shall (x) be permitted as an Investment by Section 6.07 or (y) be of the type described in clause (ii) of the parenthetical under clause (c) of the definition of "**Investment**"; provided, further, that all such Indebtedness shall be evidenced by an Intercompany Note (pursuant to which or in a separate subordination agreement reasonably acceptable to the Administrative Agent all such Indebtedness of any Loan Party to any Subsidiary that is not a Loan Party must be expressly subordinated to the Obligations of such Loan Party on the terms set forth therein) and shall, if owned by a Loan Party, be subject to a the Liens granted pursuant to the Pledge and Security Agreement;

(c) Indebtedness in the form of letters-of-credit existing prior to the Closing Date, and any refinancings thereof, in an amount not to exceed $350,000;

(d) Indebtedness which may be deemed to exist pursuant to any performance and completion guaranties or customs, stay, performance, bid, surety, statutory, appeal or other similar obligations incurred in the ordinary course of business or in respect of any letters of credit related thereto;

(e) Indebtedness in respect of Banking Services Obligations and other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs and similar arrangements and otherwise in connection with Cash management and Deposit Accounts and any Guarantees thereof or 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, so long as such Indebtedness is extinguished within 10 Business Days of its incurrence;

(f) (x) guaranties of the obligations of suppliers, customers, franchisees and licensees in the ordinary course of business as in effect on the Closing Date and (y) Indebtedness incurred in the ordinary course of business in respect of obligations of Holdings, any Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services;

(g) guarantees by Holdings, any Borrower or any Subsidiary of Indebtedness or other obligations of Holdings, any Borrower or any Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 or obligations not prohibited by this Agreement other than any such guarantees in existence as of the Closing Date; provided that (A) no Loan Party shall be permitted to guarantee Indebtedness of a non-Loan Party, (B) no Guarantee by any Subsidiary of any Indebtedness permitted under Sections 6.01(c), 6.01(w), 6.01(y) and 6.01(aa) shall be permitted unless the guaranteeing party shall have also provided a Guarantee of the Guaranteed Obligations on the terms set forth herein, (C) if the Indebtedness being guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Obligations on terms at least as favorable (as reasonably determined by the Borrower Agent) to the Lenders as those contained in the subordination of such Indebtedness, (D) any Guarantee by a Subsidiary that is not a Loan Party of any Indebtedness permitted under Sections 6.01(r) and (p) (in respect of Indebtedness originally incurred under Section 6.01(r) and permitted Refinancing Indebtedness in respect thereof) shall only be permitted if such Guarantee meets the requirements of such Sections and (E) any Guarantee by a Subsidiary that is not a Loan Party of any Indebtedness of a Loan Party shall be permitted solely if such Subsidiary that is not a Loan Party can incur (and does not incur) such Guarantee under a provision of this Section 6.01 other than this Section 6.01(h);

(h) Indebtedness existing on the Closing Date and described on Schedule 6.01;

(i) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price or similar obligations (including contingent earnout obligations) incurred in connection with asset sales or other sales or other purchases of assets, or Indebtedness arising from guaranties, letters of credit, surety bonds or performance bonds securing the performance of any such Borrower or any such Subsidiary pursuant to such agreements;

(j) Indebtedness arising from obligations (including indemnification obligations) under operating leases entered into in the ordinary course of business;

(k) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(l) Indebtedness with respect to Capitalized Lease Obligations and purchase money Indebtedness incurred prior to or within 270 days of the acquisition or lease or completion of construction, repair of, improvement to or installation of the assets acquired in connection with the incurrence of such Indebtedness in an aggregate principal amount, together with any permitted Refinancing Indebtedness in respect thereof, at any time outstanding not to exceed $5,000,000;

(m) [reserved];

(n) [reserved];

(o) [reserved]

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) Indebtedness of Foreign Subsidiaries in respect of Factoring Facilities at any time outstanding in an aggregate principal amount not to exceed $8,000,000;

(u) Indebtedness at any time outstanding in an aggregate principal amount not to exceed $2,000,000; provided that the amount of Indebtedness incurred pursuant to this Section 6.01(u) by Subsidiaries that are not Guarantors shall not at any time outstanding exceed an aggregate principal amount of $1,000,000;

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) Indebtedness incurred by Holdings, any Borrower or any Subsidiary in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(aa) [reserved];

(bb) Indebtedness representing (i) deferred compensation to directors, officers, employees, members of management and consultants of any Parent Company, the Borrowers or any Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with the Transactions or any Investment permitted hereby;

(cc) [reserved];

(dd) [reserved];

(ee) Indebtedness in respect of obligations under Supplier Financing Facilities in an aggregate principal amount not to exceed $4,000,000;

(ff) without duplications of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and Charges with respect to Indebtedness hereunder; and

(gg) [reserved];

For purposes of determining compliance with this Section 6.01:

(1) in the event that an item of Indebtedness (or any portion thereof) at any time, whether at the time of incurrence or upon the application of all or a portion of the proceeds thereof or subsequently, meets the criteria of more than one of the categories of permitted Indebtedness described in clauses (a) through (ii) above or is entitled to be incurred pursuant to Section 6.01, the Borrower Agent, in its sole discretion, may divide and classify and may subsequently re-divide and reclassify, such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness (or a portion thereof) in such of the above clauses as determined by the Borrower Agent at such time; provided that all Indebtedness incurred hereunder on the Closing Date, and related Guarantees on the Closing Date will, at all times, be treated as incurred on the Closing Date under Section 6.01(a), (c), and (w), respectively, and may not be reclassified;

(2) the Borrowers are entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in Section 6.01, subject to the proviso to the preceding clause (1);

(3) the principal amount of Indebtedness outstanding under any clause of this Section 6.01 will be determined after giving effect to the application of proceeds of any such Indebtedness to refinance any such other Indebtedness; and

(4) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that are otherwise included in the determination of a particular amount of Indebtedness will not be included in the determination of such amount of Indebtedness; provided that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was incurred in compliance with this Section 6.01.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable Dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus the aggregate amount of fees, underwriting discounts, premiums (including tender premiums) and other costs and expenses (including original issue discount) incurred in connection with such refinancing.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 6.01. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of Holdings dated such date prepared in accordance with GAAP.

Notwithstanding anything to the contrary contained above in this Section 6.01, in no event shall any Foreign Subsidiary provide a Guarantee in respect of Indebtedness of any Loan Party unless such Guarantee is permitted pursuant to Section 6.07.

[Notwithstanding anything in this Agreement or any other Loan Document to the contrary, Holdings, the Borrowers and each Subsidiary shall not, directly or indirectly, (i) create, incur, assume or otherwise become or remain liable with respect to any Indebtedness that is owed, directly or indirectly, to Invesco or in which Invesco has a direct or indirect beneficial economic ownership interest (including, for the avoidance of doubt, by way of participation or otherwise), other than Term Loans owed to Invesco on the Closing Date, or (ii) obtain from Invesco any commitments to fund Indebtedness.]

Notwithstanding anything in this Agreement or any other Loan Document to the contrary, Holdings, the Borrowers and each Subsidiary shall ensure that any Indebtedness owing by a Loan Party to any Subsidiary of Holdings that is not a Loan Party shall be at all times subordinated in right of payment, on terms satisfactory to the Required Lenders, to the Obligations; provided, the terms of the Intercompany Note as in effect on the Closing Date shall be deemed to be terms satisfactory to the Required Lenders.

Section 6.02 Liens. Holdings, the Borrowers and the Subsidiaries shall not create, incur, assume or permit to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens securing the DIP Obligations pursuant to the DIP Order;

(b) Liens for Taxes which are (i) not then due or if due obligations with respect to such Taxes that are not at such time required to be paid pursuant to Section 5.03 or (ii) which are being contested in accordance with Section 5.03, in each case, for which adequate reserves have been established in accordance with GAAP;

(c) statutory, common law or other ordinary course Liens of landlords, banks (and rights of set-off), carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law (other than any such Lien imposed pursuant to Section 430(k) of the Code or by ERISA), or otherwise in the ordinary course of business (i) for amounts not yet overdue by more than 60 days, (ii) for amounts that are overdue by more than 60 days and that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts or (iii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) or (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings and its Subsidiaries;

(e) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of Holdings and its Subsidiaries taken as a whole, or the use of the affected property for its intended purpose;

(f) any (i) interest or title of a lessor or sublessor under any lease of real estate permitted hereunder, (ii) landlord liens permitted by the terms of any lease, (iii) restrictions or encumbrances that the interest or title of such lessor or sublessor may be subject to or (iv) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens (i) solely on any Cash earnest money deposits or cash advances made by Holdings or any Subsidiaries in connection with any letter of intent or purchase agreement or property to be acquired with respect to any Investment permitted hereunder and (ii) consisting of an agreement to dispose of any property in a disposition permitted under Section 6.08, in each case, solely to the extent such Investment or disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(h) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases of personal property or consignment or bailee arrangements entered into in the ordinary course of business;

(i) 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;

(j) Liens in connection with, and rights and restrictions arising under, any zoning, building or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any or dimensions of real property or the structure thereon;

(k) Liens securing Indebtedness permitted pursuant to Section 6.01(p); provided that (i) any such Lien does not extend to any asset not covered by the Lien securing the Indebtedness that is refinanced (other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B)

proceeds and products thereof and accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(l) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates)) and (ii) if the Indebtedness being refinanced was subject to intercreditor arrangements, then any such refinancing Indebtedness shall be subject to intercreditor arrangements no less favorable, taken as a whole, than the intercreditor arrangements governing the Indebtedness that is refinanced or shall be otherwise reasonably acceptable to the Administrative Agent;

(l) Liens existing on the Closing Date and described on Schedule 6.02 (provided that any Liens securing obligations in an aggregate amount on the Closing Date not in excess of $1,000,000 for all such Liens shall not be required to be described in Schedule 6.02) and any modifications, replacements, refinancings, renewals or extensions thereof; provided that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof and accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(l) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) the replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens is permitted by Section 6.01;

(m) Liens securing Indebtedness incurred pursuant to Section 6.01(c) including any cash collateral arrangements supporting letters of credit;

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(l); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(l) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates)

(o) [reserved];

(p) Liens (i) that are contractual rights of setoff relating to the establishment of depositary relations with banks not given in connection with the issuance of Indebtedness, (ii) that are contractual rights of setoff relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business, (iii) that are contractual rights of setoff relating to purchase orders and other agreements entered into with customers in the ordinary course of business, (iv) encumbering commodity trading or other brokerage accounts incurred in the ordinary course of business, (v) encumbering reasonable customary initial deposits and margin deposits, (vi) [reserved], and (vii) of a collection bank arising under Section 4-208 of the Uniform Commercial Code on items of collection;

(q) [reserved];

(r) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of Holdings and its Subsidiaries;

(s) Liens disclosed in the title insurance policies delivered pursuant to Sections 5.12 and 5.14 with respect to any Mortgaged Property reasonably acceptable to the Administrative Agent (which shall include, without limitation, Liens of the type described in Sections 6.02(e), (f) and (j));

(t) Liens on the Collateral securing the Indebtedness (and any guarantees in respect thereof) incurred pursuant to Sections 6.01(c), (n) and (w);

(u) Liens on assets securing Indebtedness or other obligations (which shall not, for the avoidance of doubt, secure any Indebtedness incurred under this Agreement) in an aggregate principal amount not to exceed $1,000,000 at any time outstanding;

(v) Liens on assets securing judgments for the payment of money not constituting an Event of Default under Section 7.01(h);

(w) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of Holdings and its Subsidiaries (other than an Immaterial Subsidiary) or (ii) secure any Indebtedness;

(x) [reserved];

(y) Liens on Cash deposits and pledges securing obligations permitted under Sections 6.01(e), (z), and (cc);

(z) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business and permitted by this Agreement;

(aa) Liens on Supplier Financing Assets incurred in connection with a Supplier Financing Facility or a Factoring Facility permitted hereby;

(bb) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cc) [reserved];

(dd) Liens on Indebtedness pursuant to Section 6.01(s);

(ee) Liens on assets securing obligations in respect of any Indebtedness permitted under Section 6.01(ff) to the extent the related Indebtedness is permitted to be secured hereunder and such Liens are on the same assets;

(ff) Liens securing Banking Services Obligations permitted by Section 6.01;

(gg) Liens (i) in favor of Holdings or any Loan Party and (ii) in favor of a Subsidiary that is not a Loan Party on assets of a Subsidiary that is not a Loan Party securing Indebtedness permitted under Section 6.01;

(hh) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 6.07;

(ii) ground leases in respect of real property on which facilities owned or leased by Holdings or any of its Subsidiaries are located entered into in the ordinary course of business so long as such leases do not individually or in the aggregate (i) interfere in any material respects with the ordinary conduct of business of any Loan Party or (ii) materially impair the use (for its intended purposes) of the property subject thereto; provided, however, that in the case of any Mortgaged Property that subsequently becomes subject to a ground lease, such ground lease shall be subordinate to the Liens granted and evidenced by the Mortgage;

(jj) deposits of cash with utilities or with the owner or lessor of premises leased and operated by Holdings or any of its Subsidiaries to secure the performance of Holdings' or such Subsidiary's obligations to the relevant utility or the applicable owner or lessor under the terms of the lease for such premises incurred in the ordinary course of business;

(kk) Liens arising by operation of law in the United States under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods; and

(ll) Liens on the Capital Stock of any joint ventures that are not Subsidiaries.

For purposes of determining compliance with this Section 6.02, (A) a Lien need not be incurred solely by reference to one Basket in this Section 6.02, but is permitted to be incurred in part under any combination thereof and of any other available Basket and (B) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the Baskets in this Section 6.02, the Borrowers will, in its sole discretion, be entitled to divide, classify or reclassify, in whole or in part, any such Lien (or any portion thereof) among one or more of such categories or clauses in any manner; provided that all Liens granted pursuant to (x) the Loan Documents will, at all times, be treated as incurred under Section 6.02(a) and (t), respectively, and may not be reclassified.

Section 6.03 [Reserved].

Section 6.04 No Further Negative Pledges. No Loan Party or any of its Subsidiaries shall enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties or assets, whether now owned or hereafter acquired, except with respect to:

(a) specific property to be sold pursuant to an asset sale permitted by Section 6.08;

(b) restrictions contained in any agreement with respect to Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien, but only if such agreement applies solely to the specific asset or assets to which such Permitted Lien applies;

(c) restrictions contained in the Prepetition Loan Documents and the documentation governing Indebtedness permitted by clauses (c), (f), (j), (u), (y), (aa), (ee) and (gg) of Section 6.01;

(d) restrictions by reason of customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses and similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or similar agreements, as the case may be);

(e) Permitted Liens and restrictions in the agreements relating thereto that limit the right of any of the Subsidiaries to dispose of or transfer the assets subject to such Liens;

(f) provisions limiting the disposition or distribution of assets or property in joint venture agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements;

(g) any encumbrance or restriction assumed in connection with an acquisition of property or new Subsidiaries, so long as such encumbrance or restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;

(h) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of ownership interests in such partnership, limited liability company, joint venture or similar Person;

(i) restrictions on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(j) restrictions set forth in documents which exist on the Closing Date and are listed on Schedule 6.04 hereto;

(k) restrictions that are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary of Holdings, so long as such restrictions were not entered into in contemplation of such Person becoming a Subsidiary of Holdings; provided, further, that this clause (k) shall not apply to restrictions that are binding on a Person that becomes a Subsidiary pursuant to Section 5.10;

(l) restrictions arising under Indebtedness of a Subsidiary which is not a Loan Party which is permitted by Section 6.01 and which does not apply to any Loan Party;

(m) negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01 but solely to the extent any negative pledge relates to (i) the property financed by such Indebtedness and the proceeds, accessions and products thereof or (ii) the property secured by such Indebtedness and the proceeds, accessions and products thereof so long as the agreements governing such Indebtedness permit the Liens securing the Secured Obligations;

(n) comprise restrictions imposed by any agreement governing Indebtedness entered into on or after the Closing Date and permitted under Section 6.01 that are, taken as a whole, in the good faith judgment of the Borrower Agent, no more restrictive with respect to Holdings or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower Agent shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments required hereunder;

(o) [reserved]; and

(p) restrictions or encumbrances imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (o) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower Agent, no more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.05 Restricted Payments; Certain Payments of Indebtedness.

(a) Neither Holdings nor any Subsidiary of Holdings (each, an "**RP Restricted Party**") shall pay or make, directly or indirectly, any Restricted Payment, except that:

(i) each Borrower and each Subsidiary of Holdings may make Restricted Payments to Holdings, and other Subsidiaries of Holdings (and, in the case of a Restricted Payment by a non-Wholly-Owned Subsidiary, to Holdings and any other Subsidiary and to each other owner of Capital Stock of such Subsidiary based on their relative ownership interests of the relevant class of Capital Stock);

(ii) each RP Restricted Party may make Restricted Payments to the extent necessary to permit Holdings or any Parent Company:

(A) to pay (x) general administrative costs and expenses (including corporate overhead, legal or similar expenses) and franchise fees and taxes and similar fees, taxes and expenses, required to maintain the organizational existence of Holdings or such Parent Company, in each case, which are reasonable and customary and incurred in the ordinary course of business, plus any reasonable and customary indemnification claims made by directors, officers, members of management or employees of Holdings or any Parent

Company, in each case, to the extent attributable to the ownership or operations of any of Holdings or any Subsidiaries, and (y) without duplication of preceding clause (x), any Public Company Costs;

(B) for any taxable period in which Holdings and/or any of its Subsidiaries is a member of a consolidated, combined or similar income tax group of which Holdings or a direct or indirect parent of Holdings is the common parent (a "**Tax Group**"), to discharge the consolidated tax liabilities of such Tax Group when and as due, to the extent such liabilities are attributable to the ownership or operations of Holdings and its applicable Subsidiaries; provided that the amount paid by Holdings pursuant to this paragraph (B) shall not exceed the lesser of (i) the tax liabilities that would be due if Holdings and its applicable Subsidiaries were separate corporations filing income and similar tax returns on a separate entity basis or on a consolidated or combined basis with Holdings as the common parent of such affiliated group (as applicable) and (ii) the actual tax liability of Holdings or such corporate parent;

(C) to pay audit and other accounting and reporting expenses at a Parent Company to the extent relating to the ownership or operations of Holdings and its Subsidiaries;

(D) for the payment of insurance premiums to the extent relating to the ownership or operations of such RP Restricted Party and their Subsidiaries;

(E) [reserved];

(F) [reserved]

(G) without duplication of clause (A)(y) above, to pay customary salary, bonus and other benefits payable to directors, officers, members of management or employees of any Parent Company to the extent such salary, bonuses and other benefits are directly attributable and reasonably allocated to the operations of Holdings and its Subsidiaries, in each case, so long as such Parent Company applies the amount of any such Restricted Payment for such purpose;

(iii) [reserved]:

(iv) [reserved];

(v) [reserved];

(vi) [reserved];

(vii) [reserved];

(viii) [reserved];

(ix) [reserved];

(x) to the extent constituting a Restricted Payment, each RP Restricted Party may consummate any transaction permitted by Sections 6.01, 6.07 (other than Sections 6.07(j) and (t)), 6.08 (other than Section 6.08(g)) and 6.11(o);

(xi) [reserved];

(xii) [reserved];

(xiii) Restricted Payments made to permit Holdings or a Parent Company to pay the amounts contemplated by Section 6.11(o);

(xiv) [reserved]; and

(xv) [reserved].

(b) Holdings and the Subsidiaries shall not make, directly or indirectly, any repayment or other distribution (whether in Cash, securities or other property) on or in respect of principal of or interest on any Junior Indebtedness (other than payments at maturity), or any payment or other distribution (whether in Cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Junior Indebtedness (collectively, "**Restricted Debt Payments**").

For purposes of determining compliance with this Section 6.05, in the event that any Restricted Payment or Restricted Debt Payment meets the criteria of more than one exceptions described in Sections 6.05(a)(i) through (xv) or 6.05(b)(i) through (xii), the Borrower Agent shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such Restricted Payment or Restricted Debt Payment (or any portion thereof) and will only be required to include the amount and type of Restricted Payment or Restricted Debt Payment in one or more of the above clauses.

Section 6.06 Restrictions on Subsidiary Distributions. Except as provided herein or in any other Loan Document, or in agreements with respect to refinancings, renewals or replacements of such Indebtedness permitted by Section 6.01, so long as such refinancing, renewal or replacement does not expand the scope of such contractual obligation, Holdings and the Subsidiaries shall not create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction, in each case of any kind on the ability of any Subsidiary to:

(a) pay dividends or make any other distributions on any of such Subsidiary's Capital Stock owned by Holdings, any Borrower or any other Subsidiary;

(b) repay or prepay any Indebtedness owed by such Subsidiary to Holdings, any Borrower or any other Subsidiary;

(c) make loans or advances to Holdings, any Borrower or any other Subsidiary of the Borrower Agent; or

(d) transfer any of its property or assets to Holdings, any Borrower or any other Subsidiary other than restrictions:

(i) in any agreement evidencing (x) Indebtedness of a Subsidiary other than a Loan Party permitted by Section 6.01, (y) Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien if such encumbrances or restrictions apply only to the Person obligated under such Indebtedness and its Subsidiaries or the property or assets intended to secure such Indebtedness and (z) Indebtedness permitted pursuant to clauses (c), (f), (n), (p) (as it relates to Indebtedness in respect of clauses (c), (f), (n), (q), (r), (u), (v), (w), (y) and (aa) of Section 6.01), (q), (r), (u), (v), (w), (y), (aa) and (gg) of Section 6.01;

(ii) by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses, joint venture agreements and similar agreements entered into in the ordinary course of business;

(iii) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of any option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement;

(iv) assumed in connection with an acquisition of property or new Subsidiaries, so long as such encumbrance or restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;

(v) in any agreement for the sale or other disposition of a Subsidiary that restricts distributions by that Subsidiary pending the sale or other disposition;

(vi) in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a *pro rata* basis;

(vii) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of ownership interests in such partnership, limited liability company, joint venture or similar Person;

(viii) on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(ix) set forth in documents which exist on the Closing Date and are listed on Schedule 6.06 hereto;

(x) in the documentation governing any Supplier Financing Facility that in the good faith determination of Borrower Agent are necessary or advisable to effect such Supplier Financing Facility; provided that any such restrictions shall be limited to the related Supplier Financing Assets.

(xi) in the documentation governing any Factoring Facility that in the good faith determination of Borrower Agent are necessary or advisable to effect such Factoring Facility; provided that any such restrictions shall be limited to the related Supplier Financing Assets;

(xii) other restrictions permitted by Section 6.04; and

(xiii) of the types referred to in clauses (a) through (d) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (xi) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower Agent, no more restrictive with respect to such restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.07 Investments. Holdings, the Borrowers and the Subsidiaries shall not make or own any Investment in any Person except:

(a) Cash or Cash Equivalents;

(b) (i) equity Investments owned as of the Closing Date in any Subsidiary, (ii) Investments made after the Closing Date in Subsidiaries that are Loan Parties and (iii) equity Investments by a Loan Party in a non-Loan Party consisting of the Capital Stock of any Person which is not a Loan Party;

(c) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business;

(d) Investments (i) by any Subsidiary that is not a Loan Party in Holdings or any Subsidiary of Holdings; provided that any Indebtedness owed by a Loan Party to a non-Loan Party is subordinated to the Secured Obligations, (ii) by any Loan Party in any other Loan Party; (iii) by any Loan Party in any Subsidiary that is not a Loan Party so long as, such Investments made after the Closing Date are for bona fide business purposes and the aggregate amount of any such Investments outstanding at any time under this clause (iii) does not exceed $2,000,000; *provided* that all such Investments made pursuant to this clause (iii) shall be made in the form of intercompany loans in favor of such Loan Party of which the original shall be promptly delivered to the Collateral Agent (along with an executed and undated transfer power) as Collateral for the Obligations (or, alternatively, may be evidenced pursuant to an Intercompany Note), (iv) the Maquiladoras Investments made in the ordinary course and consistent with past practice and (v) any other intercompany Investments described or contemplated by the transactions set forth in the Approved Budget;

(e) [reserved];

(f) Investments existing on, or contractually committed to as of, the Closing Date or made pursuant to binding commitments in effect on the Closing Date, in each of the foregoing cases, as described in Schedule 6.07 and any modification, replacement, renewal or extension thereof so long as any such modification, renewal or extension thereof does not increase the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 6.07; provided that the amount of any such Investment or binding commitment may be increased as required by the terms of such Investment or binding commitment as in existence on the Closing Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities);

(g) Investments permitted by Section 6.08;

(h) loans or advances to officers, directors, employees, consultants or independent contractors of any Parent Company, Holdings the Borrower Agent or the Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Capital Stock of any Parent Company or to permit the payment of taxes with respect thereto; provided that, to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Capital Stock shall be contributed to the Borrowers in cash as common equity and (iii) for any other purposes not described in the foregoing clauses (i) and (ii); provided that the aggregate principal amount outstanding at any time under this clause (iii) shall not exceed $250,000;

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of Indebtedness permitted under Section 6.01 (other than Indebtedness permitted under 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.05 (other than Section 6.05(a)(ix)), Restricted Debt Payments permitted by Section 6.05 and mergers, consolidations or asset sales or dispositions permitted by Section 6.08 (other than Section 6.08(a) (if made in reliance on subclause (ii)(y)), Section 6.08(b) (if made in reliance on clause (ii)) and Section 6.08(c)(i) (if made in reliance on the proviso therein) and Section 6.08(g));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other financially troubled account debtors arising in the ordinary course of business and/or (iii) upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(m) loans and advances of payroll payments or other compensation to employees, officers, directors, consultants or independent contractors of Holdings or any Parent Company (to the extent attributable to the ownership or operation of the Subsidiaries), the Borrower Agent or any Subsidiary in the ordinary course of business;

(n) [reserved];

(o) Investments of any Person acquired by, or merged into or consolidated or amalgamated with, any Borrower or any Subsidiary pursuant to an Investment otherwise permitted by this Section 6.07 after the Closing Date to the extent that such Investments of such Person 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 and any modification, replacement, renewal or extension thereof so long as any such modification, renewal or extension thereof does not increase the amount of such Investment except as otherwise permitted by this Section 6.07;

(p) the Transactions;

(q) Investments made after the Closing Date by Holdings, the Borrowers or any Subsidiary in an aggregate principal amount at any time outstanding not to exceed $2,500,000 (provided, for the avoidance of doubt, this clause (q) shall never be less than $0);

(r) [reserved];

(s) Guarantees of leases (other than Capitalized Lease Obligations) or of other obligations not constituting Indebtedness, in each case in the ordinary course of business;

(t) Investments in any Parent Company in amounts and for purposes for which Restricted Payments such Parent Company are permitted under Section 6.05; provided that any such Investments made as provided above in lieu of such Restricted Payments shall reduce availability under any applicable Restricted Payment basket under Section 6.05;

(u) [reserved];

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) [reserved]; or

(aa) Investments in deposit accounts, securities accounts and commodities accounts maintained by Holdings or such Subsidiary, as the case may be.

For purposes of determining compliance with this Section 6.07, in the event that any Investment (or any portion thereof) meets the criteria of more than one or more of the clauses contained in this Section 6.07, the Borrower

Agent will be entitled to divide or classify (or later divide, classify or reclassify), in whole or in part, in its sole discretion, such Investment (or any portion thereof) among one or more clauses contained in this Section 6.07 in any manner.

Section 6.08 Fundamental Changes: Disposition of Assets. Holdings, the Borrowers and the Subsidiaries shall not consummate any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease or sublease (as lessor or sublessor), transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, assets or property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, except:

(a) any Subsidiary may be merged or consolidated or amalgamated with or into any Borrower or any other Subsidiary; provided that (i) in the case of such a merger, amalgamation or consolidation with or into a Borrower, such Borrower shall be the continuing or surviving Person (or, in the case of any such transaction involving Borrower Agent, the Borrower Agent shall be the continuing or surviving Person) (including, for the avoidance of doubt, the merger, amalgamation or consolidation of RS Funding Holdings, LLC into the Company with the Company as the continuing or surviving Person)and (ii) in the case of such a merger, amalgamation or consolidation with or into any Subsidiary Guarantor, either (x) such Subsidiary Guarantor shall be the continuing or surviving Person (unless the surviving person is a Borrower, in which case the applicable Borrower shall survive) or (y) such transaction shall be treated as an Investment and shall comply with Section 6.07;

(b) sales or other dispositions among Holdings, the Borrowers and the Subsidiaries (upon voluntary liquidation or otherwise); provided that any such sales or dispositions by a Loan Party to a Person that is not a Loan Party shall be (i) for Fair Market Value (as reasonably determined by such Person) and at least 75.0% of the consideration for such sale or disposition consists of Cash or Cash Equivalents payable at the time of consummation of such sale or other disposition or (ii) treated as an Investment and otherwise made in compliance with Section 6.07;

(c) (i) the liquidation or dissolution of any Subsidiary other than the Borrower Agent (so long as, in the case of the liquidation or dissolution of a Borrower, the Borrower Agent receives any assets of such entity) or change in form of entity of any Subsidiary if the Borrower Agent determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrowers, is not materially disadvantageous to the Lenders and the Borrowers or any Subsidiary receives any assets of such dissolved or liquidated Subsidiary; provided that in the case of a dissolution or liquidation of a Loan Party that results in a distribution of assets to a Subsidiary that is not a Loan Party, such distribution shall be treated as an Investment and shall comply with Section 6.07 (other than Section 6.07(j)) and (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect a sale or disposition otherwise permitted under this Section 6.08 (other than clause (a), clause (b) or this clause (c)); provided, further, in the case of a change in the form of entity of any Subsidiary that is a Loan Party, the security interests in the Collateral shall remain in full force and effect and perfected to the same extent as prior to such change;

(d) (x) sales, transfers or leases of Inventory or equipment in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business;

(e) (x) disposals of surplus, obsolete, used or worn out property or other property that, in the reasonable judgment of the Borrower Agent, is no longer used or useful in its business and (y) any assets acquired in connection with the acquisition of another Person or a division or line of business of such Person which the Borrower Agent reasonably determines are surplus assets;

(f) dispositions of Cash and Cash Equivalents for the Fair Market Value thereof;

(g) dispositions, mergers, amalgamations, consolidations or conveyances that constitute Investments permitted pursuant to Section 6.07 (other than Section 6.07(j)), Permitted Liens, Restricted Payments permitted by Section 6.05(a) (other than Section 6.05(a)(ix)) and sale-leaseback transactions permitted by Section 6.10.

(h) sales or other dispositions of any assets of Holdings, the Borrowers or any Subsidiary for Fair Market Value in an aggregate amount since the Closing Date not to exceed $5,000,000; provided that at least 75.0% of the consideration for such sale or disposition shall consist of Cash or Cash Equivalents (provided that for purposes of the 75.0% Cash consideration requirement (w) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to Holdings or a Subsidiary) of Holdings or any Subsidiary (as shown on such person's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets and for which Holdings and its Subsidiaries shall have been validly released by all creditors in writing, (x) the amount of any trade in value applied to the purchase price of any replacement assets acquired in connection with such sale or disposition and (y) any Securities received by such Subsidiary from such transferee that are converted by such Subsidiary into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable sale or disposition; provided, further that (i) immediately prior to and after giving effect to such sale or disposition, no Event of Default shall have occurred that is continuing on the date on which the agreement governing such sale or disposition is executed, (ii) the Net Proceeds of such sale or disposition shall be applied and/or reinvested as (and to the extent) required by Section 2.11(b)(ii) and (iii) in no event shall all or substantially all of the assets of Holdings and its Subsidiaries, taken as a whole, be sold or otherwise disposed of in reliance on this clause (h);

(i) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(j) dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(k) sales, discounting or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof;

(l) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and which do not materially interfere with the business of the Borrowers and their Subsidiaries;

(m) (i) termination of leases in the ordinary course of business, (ii) the expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims in the ordinary course of business;

(n) transfers of property subject to casualty, eminent domain or condemnation proceedings (including in lieu thereof);

(o) licenses for the conduct of licensed departments within the Loan Parties' stores in the ordinary course of business;

(p) sales and dispositions contemplated or contractually committed to as of, the Closing Date and described in Schedule 6.08;

(q) [reserved];

(r) exchanges or swaps, including, without limitation, transactions covered by Section 1031 of the Code, of Real Estate Assets so long as the exchange or swap is made for fair value and on an arm's length basis for other Real Estate Assets; provided that (i) upon the consummation of such exchange or swap, in the case of any Loan Party, the Administrative Agent has a perfected Lien having the same priority as any Lien held on the Real Estate Assets so exchanged or swapped;

(s) sales and dispositions for Fair Market Value in an aggregate amount since the Closing Date of up to $1,000,000;

(t) (i) licensing and cross-licensing arrangements involving any technology or other intellectual property of any Borrower or any Subsidiary in the ordinary course of business and (ii) dispositions of property in the ordinary course of business consisting of the sale, assignment, transfer, lapse, expiration or abandonment of intellectual property rights which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the business of the Borrowers and the Subsidiaries;

(u) [reserved];

(v) [reserved];

(w) (i) sales or dispositions of Supplier Financing Assets in connection with Supplier Financing Facilities (and, for the avoidance of doubt, excluding in connection with Factoring Facilities) and/or (ii) sales or dispositions of Supplier Financing Assets by non-Loan Party Subsidiaries in connection with Factoring Facilities;

(x) issuances of Capital Stock, unless such issuance is made in connection with an Investment that is not permitted by Section 6.07;

(y) [reserved];

(z) so long as no Event of Default has occurred and is continuing or would immediately result therefrom, Holdings, Intermediate Holdings or any Borrower may merge or consolidate with any other Person; provided that (i) Holdings, Intermediate Holdings or such Borrower shall be the continuing or surviving corporation or (ii) if the Person formed by or surviving any such merger or consolidation is not a Borrower (any such Person, the "**Successor Company**"), (A) the Successor Company shall be an entity organized or existing under the laws of the United States, any state thereof, or the District of Columbia, (B) the Successor Company shall expressly assume all the obligations of Holdings, Intermediate Holdings, or such Borrower under this Agreement and the other Loan Documents to which such Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (C) each Loan Guarantor, unless it is the other party to such merger or consolidation, shall have confirmed that its Guarantee shall apply to the Successor Company's obligations under the Loan Documents to the same extent it applied immediately prior thereto, (D) each Loan Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Pledge and Security Agreement and other applicable Collateral Documents confirmed that its obligations thereunder shall apply to the Successor Company's obligations under the Loan Documents to the same extent it applied immediately prior thereto, (E) if reasonably requested by the Administrative Agent, each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have by an amendment to or restatement of the applicable Mortgage (or other instrument reasonably satisfactory to the Administrative Agent) confirmed that its obligations thereunder shall apply to the Successor Company's obligations under the Loan Documents to the same extent it applied immediately prior thereto and (F) Holdings, Intermediate Holdings or such Borrower shall have delivered to the Administrative Agent an officer's certificate and opinions of counsel, each stating that such merger or consolidation and such supplement to this Agreement or any Collateral Document comply with this Agreement (and such opinions covering customary matters reasonably satisfactory to the Administrative Agent) and customary officer's certificates and corporate deliverables; provided, further, that if the foregoing are satisfied,

the Successor Company will succeed to, and be substituted for, Holdings, Intermediate Holdings or such Borrower under this Agreement; provided any merger or consolidation involving Intermediate Holdings shall comply with the requirements of Section 1.14.

(aa) so long as no Event of Default has occurred and is continuing or would immediately result therefrom (in the case of a merger involving a Loan Party) (other than in the case of an Investment made pursuant to a legally binding agreement executed at a time that no Event of Default existed or would have resulted therefrom), any Subsidiary may merge or consolidate with any other Person in order to effect an Investment permitted pursuant to Section 6.07; provided that the continuing or surviving Person shall be a Subsidiary of Holdings, which together with each of its Subsidiaries, shall have complied with, to the extent required, the requirements of Section 5.12; and

(bb) a merger, dissolution, liquidation, consolidation or disposition, the purpose of which is to effect a disposition otherwise permitted pursuant to this Section 6.08 or a Restricted Payment permitted pursuant to Section 6.05(a).

To the extent any Collateral is disposed of as expressly permitted by this Section 6.08 to any Person other than a Loan Party, such Collateral shall automatically be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

Section 6.10 Sponsor Fees. Notwithstanding anything herein or the other Loan Documents to the contrary, on and after the Closing Date, none of Holdings, the Borrowers or any Subsidiary shall make any payment to or on behalf of the Sponsor or any Affiliate of the Sponsor consisting of any management, monitoring, consulting, transaction or advisory fees or related indemnities and expenses, or payments for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, or payments by Holdings, the Borrowers or any Subsidiary to outside directors of any Parent Company, including for the avoidance of doubt, any payments of professional fees, charges and disbursements (including fees, charges and disbursements of any counsel).

Section 6.11 Sales and Lease-Backs. Except as provided in the Approved Budget, Holdings and the Subsidiaries shall not become or remain liable as lessee or as a Guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which such Holdings or Subsidiary has (a) sold or transferred or is to sell or to transfer to any other Person (other than Holdings or any Subsidiaries) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by Holdings or such Subsidiary to any Person (other than Holdings or any Subsidiaries) in connection with such lease (such a transaction described herein, a "**Sale and Lease-Back Transaction**"); provided, that notwithstanding anything herein to the contrary, such Sale and Lease-Back Transaction shall be subject to the Prepayment provisions set forth in Section 2.11.

Section 6.12 Transactions with Affiliates. Holdings, the Borrowers and the Subsidiaries shall not enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any of their Affiliates on terms that are less favorable to Holdings, such Borrower or such Subsidiary, as the case may be, than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) to the extent permitted or not restricted by this Agreement, any transaction between or among Holdings, any Borrower and/or one or more Subsidiaries;

(b) reasonable and customary fees, indemnities and reasonable out-of-pocket expenses paid to members of the board of directors (or similar governing body) of Holdings or any Parent Company, the

Borrowers and the Subsidiaries in the ordinary course of business, and, in the case of payments to Holdings or any Parent Company, to the extent attributable to the operations of Holdings and its Subsidiaries;

(c) (i) any employment, severance agreements or compensatory (including profit sharing) arrangements entered into by Holdings or any of the Subsidiaries with their respective current or former officers, directors, members of management, employees, consultants or independent contractors in the ordinary course of business, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, employees, consultants or independent contractors and (iii) transactions pursuant to any employee compensation, benefit plan, stock option plan or arrangement, any health, disability or similar insurance plan which covers employees or any employment contract or arrangement;

(d) (x) transactions permitted by Sections 6.01, 6.05 and 6.07(y) issuances of Capital Stock and debt securities not restricted by this Agreement;

(e) the transactions in existence on the Closing Date and described on Schedule 6.11, and any amendment thereto to the extent such amendment is not adverse to the Lenders in any material respect;

(f) the Transactions, including the payment of the Transaction Costs;

(g) Guarantees permitted by Section 6.01;

(h) loans and other transactions among the Borrowers, Holdings and any Subsidiaries to the extent permitted under this Article 6;

(i) the payment of customary fees, reasonable out of pocket costs to and indemnities provided on behalf of, directors, officers, employees, members of management, consultants and independent contractors of Holdings and its Subsidiaries in the ordinary course of business and, in the case of payments to any Parent Company, to the extent attributable to the operations of Holdings and its Subsidiaries;

(j) transactions with customers, clients, suppliers or joint ventures for the purchase or sale of goods and services entered into in the ordinary course of business, which are fair to Holdings and its Subsidiaries, in the reasonable determination of the board of directors of Holdings or the senior management thereof, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(k) transactions among non-Loan Party Subsidiaries of Holdings;

(l) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(m) transactions undertaken pursuant to membership in a purchasing consortium;

(n) payments to or from, and transactions with, joint ventures (to the extent any such joint venture is only an Affiliate as a result of Investments by Holdings and the Subsidiaries in such joint venture) to the extent otherwise permitted under Section 6.07;

(o) [reserved];

(p) any cost sharing agreement, commission or royalty agreement, license or sub-license agreement, distribution agreement, services agreement, or any related agreements, in each case where all the parties to such agreement are one or more of Holdings and any Subsidiary; and

(q) payments by Holdings or any of its Subsidiaries pursuant to any tax sharing agreements with any direct or indirect parent of Holdings to the extent attributable to the ownership or operation of Holdings and the Subsidiaries, but only to the extent permitted by Section 6.05.

Section 6.13 Conduct of Business. From and after the Closing Date, Holdings and the Subsidiaries shall not engage in any material line of business other than (a) the businesses engaged in by Holdings, any Borrower or the Subsidiaries on the Closing Date and any natural outgrowth or reasonable extension, development or expansion of any such businesses or any businesses similar, complementary, ancillary, incidental, corollary, synergistic or reasonably related to the foregoing and (b) such other lines of business as may be consented to by Required Lenders.

Section 6.14 Amendments or Waivers of Organizational Documents. Holdings and the Subsidiaries shall not amend or modify, in each case in a manner that is materially adverse to Liens in favor of the Lenders securing the Obligations, such Person's Organizational Documents without obtaining the prior written consent of Required Lenders.

Section 6.15 Amendments of or Waivers with Respect to Certain Indebtedness and Other Documents.

(a) Holdings and the Subsidiaries shall not amend or otherwise change (i) the terms of any Junior Indebtedness in excess of the Threshold Amount (or the documentation governing the foregoing), (ii) the subordination provisions of any Subordinated Indebtedness in excess of the Threshold Amount (and the component definitions as used therein) or (iii) the terms of the Monitoring Agreement, if the effect of such amendment or change, together with all other amendments or changes made, is materially adverse to the interests of the Lenders, in each case without obtaining the prior written consent of Required Lenders.

(b) [Reserved].

Section 6.16 Fiscal Year. Holdings and the Subsidiaries shall not change their Fiscal Year-end to a date other than March 31; provided, however, that Holdings may (x) align the dates of such Fiscal Year of any Subsidiary whose Fiscal Year ends on a date other than that of Holdings' and (y) upon written notice to the Administrative Agent, change its Fiscal Year to any other Fiscal Year reasonably acceptable to the Administrative Agent, in which case, the Borrowers and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

Section 6.17 Permitted Activities of Holdings. Holdings shall not (a) incur, directly or indirectly, any Indebtedness for borrowed money other than (i) the Indebtedness under the Loan Documents, or otherwise in connection with the Transactions or as otherwise permitted pursuant to Section 6.01, (ii) Guarantees of Indebtedness of the Loan Parties permitted hereunder, (iii) loans to Holdings or any Parent Company in lieu of any payment permitted to be made to Holdings or any Parent Company pursuant to Section 6.05, (iv) intercompany Indebtedness owed by Holdings to any Subsidiary as of the Closing Date, and (v) for the avoidance of doubt, any yield free preferred equity certificates, preferred equity certificates and convertible preferred equity certificates issued at Closing Date or to be issued by Holdings at any time; (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by it other than the Liens created under the Collateral Documents or to which it is a party or any other Lien created in connection with the Transactions, and Permitted Liens; or (c) engage in any business activity or own any material assets other than (i) holding the Capital Stock of its Subsidiaries (including, if applicable pursuant to Section 1.14, Intermediate Holdings) and, indirectly, any other subsidiary or other Person owned by the Borrower Agent; (ii) performing its obligations under the Loan Documents, Liens (including the granting of Liens) and Guarantees permitted hereunder; (iii) issuing its own Capital Stock; (iv) filing tax reports and paying taxes in the ordinary course (and contesting any taxes) and receiving tax refunds; (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing corporate, financial and accounting

records and other corporate activities required to maintain its separate corporate structure and business activities comply with applicable Requirements of Law; (vii) making contributions to the capital of the Borrower Agent and the other Subsidiaries; (viii) holding Cash and other assets received in connection with Restricted Payments or making Investments in its Subsidiaries with the proceeds of such Restricted Payments or the proceeds from the issuance of Capital Stock of Holdings or any Parent Company in each case, pending the application thereof in a manner not prohibited by this Agreement; (ix) providing indemnification for its officers, directors or members of management; (x) participating in tax, accounting, insurance, financial and other administrative matters; (xi) the performance of its obligations under the other documents, agreements and Investments contemplated by the Transactions; (xii) making any Investments permitted hereunder, equity distributions on shares (such as accounts 115 distributions), shares redemptions, payment of dividends or distributions of any kind whatsoever, redemptions, prepayments, payments of principal and interest as the case may be on Indebtedness to its Parent Company or to the Ultimate Parent, as well as receiving equity contributions from the Parent Company or the Ultimate Parent (including without limitation accounts 115 contributions); (xiii) repurchases of Indebtedness; (xiv) the transactions contemplated by the RSA and the transactions in connection with the Chapter 11 Cases; and (xv) activities incidental to the foregoing.

Section 6.18 Transfers to Non-Loan Parties. No Loan Party shall make any Investment (other than with respect to Investments permitted under Section 6.07), Restricted Payment (other than with respect to Restricted Payments permitted under Section 6.05), or disposition of, or otherwise assign or transfer, any asset to a non-Loan Party (other than with respect to dispositions, assignments or transfers permitted under Section 6.08), other than assets consisting solely of cash or Cash Equivalents transferred in the ordinary course of business.

Section 6.19 Material Intellectual Property. Holdings, the Borrowers and the Subsidiaries shall not (i) make any Investment, Restricted Payment, or other otherwise assign or transfer, any Material Intellectual Property to a non-Loan Party, or (ii) permit any non-Loan Party to own any Material Intellectual Property, in each case, other than non-exclusive licenses for bona fide operating business purposes (as reasonably determined by the Borrower in good faith), or in the ordinary course of business.

Section 6.20 Subordination. No Loan Party shall enter into any transaction, agreement, waiver, amendment or modification to this Agreement or any Loan Document that subordinates Term Loans to any Junior Indebtedness or subordinates the Lien securing Term Loans to any other Lien securing any Junior Indebtedness, in each case, except in the case of the requisite Lender consent required under Section 9.02(b)(C).

Section 6.21 Financial Covenant. Commencing with the third full calendar week after the Funding Date, the Debtors shall maintain Domestic Liquidity of not less than $5,000,000 as of the last business day of each calendar week.

Section 6.22 Permitted Variance. Commencing on the Friday of the fourth full calendar week after the Closing Date, Permitted Variances shall be tested on each Friday (each such date, a "Testing Date"). The Debtors shall not permit: (i) for the rolling four-week period ending on any Testing Date, the Debtors' Actual Disbursements (in the aggregate) to be more than 115% of the projected disbursements (in the aggregate) as set forth in the Approved Budgets with respect to such period and (ii) for the rolling four-week period ending on any Test Date, the Debtors' Actual Receipts (in the aggregate) to be less than 85% of the projected receipts (in the aggregate) as set forth in the Approved Budget with respect to such period (the "Permitted Variances"); all references in the Loan Documents to "Approved Budget" shall mean the Approved Budget as it is subject to the Permitted Variances). For the avoidance of doubt, for purposes of [Permitted Variances] testing in accordance with this Section 6.22, (x) the amounts set forth in the Approved Budget under "Professional Fees", (y) the amounts set forth in the Approved Budget under "Debt Services" and (z) adequate protection costs are excluded from assessing Permitted Variances.

ARTICLE 7

EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events ("**Events of Default**") shall occur:

(a) Failure To Make Payments When Due. Failure by the Borrowers to pay when due and payable (i) any installment of principal of any Loan, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Loan or any fee or any other amount due hereunder; or

(b) Default in Other Agreements. (i) Failure of any Loan Party or any of their respective Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Material Indebtedness beyond the grace period, if any, provided therefor; or (ii) breach or default by any Loan Party with respect to any other term of (A) one or more items of Material Indebtedness or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Material Indebtedness, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of such Material Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause that Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; or

(c) Breach of Certain Covenants. Failure of the Borrowers or any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(e)(i), Section 5.02 (as it applies to the Borrowers), Section 5.01, Section 5.11, Section 5.16, Section 5.18, Section 5.19, Section 5.20, Section 5.21 or Article 6; or

(d) Breach of Representations, Etc. Any representation, warranty, certification or other statement made or deemed made by any Loan Party in any Loan Document or in any certificate or document required to be delivered in connection herewith or therewith shall be untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Any Loan Party shall default in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other clause of this Section 7.01 and such default shall not have been remedied or waived within 30 days after receipt by the Borrower Agent on behalf of such Loan Party of written notice from the Administrative Agent of such default; or

(f) Failure to Object. The failure by the Debtors to object to any administrative claim filed in the Chapter 11 Cases over $10,000,000, or the settlement by the Debtors of any claim in any amount over $1,500,000, without the prior written consent of the Required Lenders (which approval may be communicated via an email from each of the Specified Lender Advisors) (which consent shall constitute authorization under this Agreement); or

(g) Violation of the Final Order. The violation of any material term of the Final Order by the Debtors that is not cured within five (5) Business Days; or

(h) Judgments and Attachments. Any one or more final post-petition money judgments, orders, writs or warrants of attachment or similar process involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not paid or covered by insurance or indemnities as to which the insurer or indemnitor has been notified of such post-petition judgment, orders, writ or warrant and the applicable insurance company or indemnitor has not denied coverage thereof) shall be entered or filed against Holdings or any of its Subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 days; or

(i) Adverse Determination on "Required Lenders" or Other Matters. The Bankruptcy Court shall (i) determine that the Ad Hoc Group of Term Lenders does not constitute "Required Lenders" under and as defined in the Prepetition Credit Agreement, or (ii) issue a ruling materially adverse to the Ad Hoc Group of Term Lenders in any adversary proceeding with respect to the Prepetition Credit Agreements or the obtaining of stays of state court litigations on the May and December transactions; or

(j) Employee Benefit Plans. (i) There shall occur one or more ERISA Events or (ii) there shall occur the imposition of a Lien or security interest under Section 430(k) of the Code or under ERISA, in either case of clauses (i) or (ii), which individually or in the aggregate results in liability of Holdings or any of its Subsidiaries in an aggregate amount which could individually or in the aggregate reasonably be expected to result in a Material Adverse Effect; or

(k) Change of Control. A Change of Control shall occur;

(l) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof, any guaranty set forth in Article 10 for any reason, other than the satisfaction in full of all Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or any Loan Guarantor shall repudiate in writing its obligations thereunder (other than as a result of the discharge of such Loan Guarantor in accordance with the terms thereof), (ii) this Agreement or any Collateral Document with respect to a material portion of the Collateral ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the satisfaction in full of the Obligations in accordance with the terms hereof or any other termination of such Collateral Document in accordance with the terms thereof) or shall be declared null and void, or the Administrative Agent shall not have or shall cease to have a valid and perfected Lien in any material portion of the Collateral purported to be covered by the Collateral Documents with the priority required by and subject to such limitations and restrictions as are set forth by the relevant Collateral Document, except to the extent such loss is covered by a lender's title insurance policy as to which the insurer has been notified of such loss and does not deny coverage and the Administrative Agent shall be reasonably satisfied with the credit of such insurer or (iii) any Loan Party shall contest the validity or enforceability of any material provision of any Loan Document in writing or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Loan Document to which it is a party; or

(m) Subordination. The Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any Junior Indebtedness in excess of the Threshold Amount except for any Indebtedness permitted to be senior to or pari passu with the Obligations pursuant to this Agreement, the payment priorities set forth in any Intercreditor Agreement cease to be in full force and effect or any such subordination provision or Intercreditor Agreement being invalidated by a court of competent jurisdiction in a final non-appealable order, or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto; or

(n) Appointment of Trustee. The entry of an order by the Bankruptcy Court appointing, the filing of an application by any Debtor or any Debtor consenting to or supporting an application by any other Person, for an order seeking the appointment of, in either case without the prior written consent of the Required Lenders, an interim or permanent trustee in any Chapter 11 Case or the appointment of a receiver or an examiner under Section 1104 of the U.S. Bankruptcy Code in any Chapter 11 Case with expanded powers (beyond those set forth in Sections 1106(a)(3) and 1106(a)(4) of the U.S. Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Debtors; or

(o) 363 Sale. Other than circumstances whereby the Lenders are paid the Obligations in full, the consummation of a sale of all or substantially all of the Debtors' assets pursuant to a sale under Section 363 of the U.S. Bankruptcy Code, a confirmed plan of reorganization in the Chapter 11 Cases or otherwise or any Loan Party shall file a motion or other pleading or shall consent to or support a motion or other pleading filed

by any other Person seeking any of the foregoing, in each case, without the prior written consent of the Required Lenders; or

(p) Dilution of Adequate Protection Claims. Other than the Carve-Out, the creation or incurrence by the Debtors of any claim that is senior to or pari passu with the Adequate Protection Claims without the prior written consent of the Required Lenders; or

(q) Challenge to Prepetition Liens/Claims. The Debtors filing or supporting any motion, pleading, applications or adversary proceeding challenging the validity, enforceability, perfection, or priority of the Prepetition Loans or the Liens securing them, or asserting or supporting any other cause of action against and/or with respect to any of the Prepetition Loans or the Liens securing them, or any of the Prepetition Lenders; or

(r) Chapter 7 Conversion. The conversion of any Chapter 11 Case of a Debtor from one under chapter 11 to one under chapter 7 of the U.S. Bankruptcy Code or any Debtor shall file a motion or other pleading or shall consent to or support a motion or other pleading filed by any other Person seeking the conversion of any Chapter 11 Case of a Debtor under Section 1112 of the U.S. Bankruptcy Code or otherwise; or

(s) Dilution of Adequate Protection Payments. The payment of or granting adequate protection (except for Adequate Protection Payments) that rank senior to or pari passu with the Adequate Protection Payments with respect to any Prepetition Indebtedness (other than as set forth in the DIP Order or the Approved Budget); or

(t) Termination of Exclusivity. (i) The entry by the Bankruptcy Court of any order terminating the Debtors' exclusive periods to file a plan of reorganization or liquidation and solicit acceptances thereon under Section 1121 of the U.S. Bankruptcy Code or (ii) the expiration of any Loan Party's exclusive right to file a plan of reorganization or plan of liquidation; or

(u) Dismissal without Discharge. The dismissal of any Chapter 11 Case which does not contain a provision for Discharge of DIP Obligations, or if any Debtor shall file a motion or other pleading seeking the dismissal of any Chapter 11 Case which does not contain a provision for the Discharge of DIP Obligations; or

(v) Relief from Stay. The entry by the Bankruptcy Court of an order granting relief from or modifying the automatic stay of Section 362 of the U.S. Bankruptcy Code (x) to allow any creditor to execute upon or enforce a Lien on any Collateral which has a value in excess of $250,000, or (y) with respect to any Lien of or the granting of any Lien on any Collateral to any state or local environmental or regulatory agency or authority which has a value in excess of $250,000; or

(w) Additional Financing. The bringing of a motion or taking of any action in any Chapter 11 Case , or the entry by the Bankruptcy Court of any order in any Chapter 11 Case: (i) to obtain additional financing under Section 364(c) or (d) of the U.S. Bankruptcy Code not otherwise permitted pursuant to this Agreement or the DIP Order, as the case may be, except (x) as may be permitted by the Required Lenders and (y) to the extent that such new financing shall pay in full in cash the Obligations substantially concurrently with the incurrence thereof or (ii) except as provided in the DIP Order, to use Cash Collateral of the Agents or Lenders under Section 363(c) of the U.S. Bankruptcy Code without the prior written consent of the Required Lenders; or

(x) Dilution of Obligations. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking the entry by the Bankruptcy Court of any order in any Chapter 11 Case, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, granting any Lien that is pari passu or senior to the Liens on the Collateral securing the Obligations, other than Liens expressly permitted under this Agreement or the DIP Order; or

(y) Stay of Loan Documents. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking an order, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, amending, supplementing, staying, vacating or otherwise modifying any Loan Document, the DIP Order [or the Cash Management Order], in each case, in a manner that is adverse to the Lenders, in their capacities as such, without the prior written consent of the Required Lenders; or

(z) Avoidance. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking the entry by the Bankruptcy Court of an order in any Chapter 11 Case, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, avoiding or requiring repayment by any Lender of any portion of the payments made by any Debtor on account of the Obligations owing under this Agreement or the other Loan Documents; or

(aa) Superpriority Claims. Other than the Carve-Out, the filing of a motion by any Debtor requesting, or the entry of any order by the Bankruptcy Court granting, any superpriority claim which is senior or pari passu with the Lenders' claims or with the claims of the Prepetition Lenders under the Prepetition Credit Agreement; or

(bb) Preclusion of Credit Bidding. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking the entry of an order by the Bankruptcy Court, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, precluding the Administrative Agent or the Prepetition Administrative Agent to have the right to or be permitted to "credit bid"; or

(cc) Subordination. Any attempt by any Loan Party to reduce, set off or subordinate the Obligations or the Liens securing such Obligations to any other Indebtedness; or

(dd) Unacceptable Plan. The filing by any Loan Party of any chapter 11 plan of reorganization or disclosure statement attendant thereto, or any amendment to such plan or disclosure, that is not an Acceptable Plan (as defined in the [RSA][DIP Order]) without the prior written consent of the Required Lenders; or

(ee) Challenges. (i) The filing by any of the Debtors of any motion, objection, application or adversary proceeding challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination or characterization of, any portion of the Prepetition Loans or the Obligations, and/or the liens securing the Prepetition Loans or the Obligations or asserting any other claim or cause of action against and/or with respect to the Prepetition Loans, the Obligations, the liens securing the Prepetition Loans, the lien securing the Obligations, the Prepetition Agents or the Administrative Agent (or if any Debtor files a pleading supporting any such motion, application or adversary proceeding commenced by any third party) or (ii) the entry of an order by the Bankruptcy Court providing relief adverse to the interests of any Consenting Lender, the Prepetition Agents or the Administrative Agent with respect to any of the foregoing claims, causes of action or proceedings, but excluding preliminary or final relief granting standing to any other party to prosecute such claims, causes of action or proceeding; or

(ff) Order Against Collateral. An order in the Chapter 11 Cases shall be entered (i) charging any of the Collateral under Section 506(c) of the U.S. Bankruptcy Code against the Administrative Agent and the Secured Parties or (ii) limiting the extension under Section 552(b) of the U.S. Bankruptcy Code of the Liens of the Prepetition Administrative Agent on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date (or granting any other relief under section 552(b) of the U.S. Bankruptcy Code); or

(gg) Modification of Interim Order. An order in the Chapter 11 Cases shall be entered modifying, reversing, revoking, staying, rescinding, vacating, or amending the Interim Order in a material respect without the express written consent of the Ad Hoc Group of Term Lenders; or

(hh) MAE. Any Material Adverse Effect shall have occurred; or

(ii) Termination Event. Any "Termination Event" under and as defined in the Interim Order shall have occurred; or

(jj) RSA Default. To the extent the RSA has been executed, a material default thereunder by any of the Loan Parties shall have occurred and be continuing (with all applicable grace periods having expired);

then, and in every such event but subject to the terms and conditions of the DIP Order and any orders or stays by the Bankruptcy Court, the Administrative Agent, at the request of the Required Lenders, shall, by notice to the Borrowers, take any or all of the following actions, at the same or different times and upon written notice thereof by the Administrative Agent (which such notice shall be made to the Debtors, the Committee and the United States Trustee for [Region 3] and shall be referred to herein as a "Termination Declaration" and the date which is the earliest to occur of any such Termination Declaration (excluding the notice period) being herein referred to as the "Termination Declaration Date"): (i) terminate forthwith the Commitments, (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Lender Payments and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding and (iii) declare a restriction or termination of the Loan Parties' ability to use Cash Collateral.

[In addition, five (5) Business Days following the Termination Declaration Date (such five (5) Business Day period, the "Remedies Notice Period"), absent the Debtors curing all such existing Events of Default during such Remedies Notice Period (or such longer period as the Required Lenders may agree in their reasonable discretion), the Agents, subject to other applicable conditions set forth in the DIP Order, may foreclose on all or any portion of the Collateral, collect accounts receivable and, subject to the Carve Out, apply the proceeds thereof to the Obligations in accordance with Section 7.02, occupy the Loan Parties' premises to sell or otherwise dispose of the Collateral or otherwise exercise remedies against the Collateral permitted by applicable non-bankruptcy law and the DIP Order. During the Remedies Notice Period, the Debtors and any statutory committee shall be entitled to seek an emergency hearing before the Bankruptcy Court for the sole purpose of determining whether an Event of Default has occurred.]

Section 7.02 Treatment of Certain Payments. Subject to the Carve Out, any amount received by the Administrative Agent or the Collateral Agent from any Loan Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement, in each case that is continuing, shall be applied as set forth in Section 2.20(b).

ARTICLE 8

THE ADMINISTRATIVE AGENT

Each of the Lenders hereby irrevocably appoints [●] (or any successor appointed pursuant hereto) as its agents and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Any Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "**Lender**" or "**Lenders**" shall, unless otherwise expressly indicated, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any subsidiary of a Loan Party or other Affiliate thereof as if it were not the

Administrative Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing and without limiting the generality of the foregoing, the use of the term "agent" herein and in the other Loan Documents 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 and instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable laws, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by the final non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by any Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vii) the properties, books or records of any Loan Party or any affiliate thereof. The Administrative Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, nonappealable judgment. In no event shall either the Administrative Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action. The Administrative Agent and the Collateral Agent shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents. Except with respect to its own respective gross negligence or willful misconduct, the Administrative Agent and the Collateral Agent shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be

created under or in connection with, any security document or any other instrument or document furnished pursuant thereto. The Administrative Agent shall have no responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. In no event shall the Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, epidemics, pandemics, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. Notwithstanding anything in the Loan Documents to the contrary, the Administrative Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

If any Lender acquires knowledge of a Default or Event of Default, it shall promptly notify the Administrative Agent and the other Lenders thereof in writing. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Obligations under any Loan Documents, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at foreclosure sales, UCC sales, any sale under Section 363 of the Bankruptcy Code or other similar dispositions of Collateral. Notwithstanding the foregoing, however, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Obligations held by such Lender, including the filing of proofs of claim in a case under the Bankruptcy Code.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, Holdings, the Borrowers, the Administrative Agent and each Secured Party agrees that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan Guarantee, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the other Loan Documents may be exercised solely by the Administrative Agent, and (ii) in the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or in the event of any other disposition (including pursuant to Section 363 of the Bankruptcy Code), (A) the Administrative Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such sale or other disposition and (B) Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition.

Each of the Lenders hereby irrevocably the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the instruction of the Required Lenders:

(a) consent to the sale or other disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any such sale or other transfer pursuant to the applicable provisions of the Bankruptcy Code, including Section 363 thereof;

(b) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale or other disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code, including under Section 363 thereof;

(c) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale or other disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC;

(d) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale, foreclosure or other disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(e) estimate the amount of any contingent or unliquidated Secured Obligations of such Lender or other Secured Party;

(f) it being understood that no Lender shall be required to fund any amounts in connection with any purchase of all or any portion of the Collateral by the Administrative Agent pursuant to the foregoing clauses (b), (c) or (d) without its prior written consent.

Each Lender and other Secured Party agrees that the Administrative Agent is under no obligation to credit bid any part of the Secured Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase under clause (b), (c) or (d) of the preceding paragraph, the Secured Obligations owed to all of the Secured Parties (other than with respect to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) shall be entitled to be, and shall be, credit bid by the Administrative Agent on a ratable basis.

With respect to each contingent or unliquidated claim that is a Secured Obligation, the Administrative Agent is hereby authorized, but is not required, to estimate the amount of any such claim for purposes of the credit bid or purchase so long as the fixing or liquidation of such claim would not unduly delay the ability of the Administrative Agent to credit bid the Secured Obligations or purchase the Collateral at such sale or other disposition. In the event that the Administrative Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Administrative Agent to credit bid or purchase in accordance with the second preceding paragraph, then those of the contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

Each Secured Party whose Secured Obligations are credit bid under clauses (b), (c) or (d) of the third preceding paragraph shall be entitled to receive interests in the Collateral or other asset or assets acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Secured Obligations of such Secured Party that were credit bid in such credit bid, sale or other disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid, sale or other disposition.

In addition, in case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that 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 Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders and the Administrative Agent under Section 2.12 and 9.03) 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

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amount to the extent due to the Administrative Agent under Section 2.12 and 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

The Administrative 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. The Administrative 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 Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), 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.

The Administrative Agent may perform any and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative 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 the Administrative Agent. The Administrative 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 and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

The Administrative Agent may resign at any time by giving ten Business Days written notice to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrowers (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent which shall be a commercial bank with an office in the United States having combined capital and surplus in excess of $1,000,000,000 and a "**U.S. person**" and a "financial institution" within the meaning of Treasury Regulations Section 1.1441-1T(c); provided that during the existence and continuation of an Event of Default under Section 7.01(a) or, with respect to the Borrowers, Section 7.01(f) or (g), no consent of the Borrowers shall be required. If no successor shall have been so appointed as provided above and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if such Administrative Agent shall notify the Borrowers and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i)

the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly (and each Lender will cooperate with the Borrowers to enable the Borrowers to take such actions), until such time as the Required Lenders or the Borrowers, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 8 and meeting the qualifications set forth above. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon either Administrative Agent or any other Lender or any of their Related Parties or any of the Loan Parties' financial advisors and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon either Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or any of its Related Parties.

Each of the Lenders irrevocably authorize and instruct the Administrative Agent to, and the Administrative Agent shall (or, in the case of the proviso appearing in clause (c) below, may in its sole discretion):

(a) release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted under the Loan Documents to a Person that is not a Loan Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if the property subject to such Lien is owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guarantee otherwise in accordance with the Loan Documents or (v) if approved, authorized or ratified in writing by the Required Lenders (or such other required threshold of Lender) in accordance with Section 9.02;

(b) release any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Person ceases to be a Subsidiary (this proviso, the "Chewy Clause"); and

(c) subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02 (but solely with respect to Sections 6.01, (l) and (m).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Guarantor from its obligations under the Loan Guarantee pursuant to this

Article 8 and Section 10.13 hereunder. In each case as specified in this Article 8, the Administrative Agent will (and each Lender hereby authorizes the Administrative Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Loan Guarantor from its obligations under the Loan Guarantee, in each case in accordance with the terms of the Loan Documents and this Article 8.

To the extent the Administrative Agent (or any affiliate thereof) is not reimbursed and indemnified by the Borrowers, the Lenders will reimburse and indemnify the Administrative Agent (and any affiliate thereof) in proportion to their respective Applicable Percentage for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall severally indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within ten (10) days after demand therefor, (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.05(c) relating to the maintenance of a Participant Register, and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all obligations under any Loan Document.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by 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 similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, 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 Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders 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 shall 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) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition

vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) 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, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action and (v) 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 Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to the Borrower Agent at:

Robertshaw US Holding Corp.
1222 Hamilton Parkway
Itasca, IL 60143
Attention: Aaron Rachelson
Telephone: 630.260.3147
Facsimile: 630.260.3091

with copy to:

ORCP Range, LP
c/o One Rock Capital Partners, LLC
30 Rockefeller Plaza, Floor 54

New York, NY 10112
Attention: Kurt H. Beyer
Telephone: 212.605.6000

Email: kbeyer@onerockcapital.com

if to the Administrative Agent, at:

[DT]

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

[AFS]

(ii) Telephone: (212) 326-0481 if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent or the Borrower Agent (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications; provided, further, that the Administrative Agent hereby approves delivery by email of any Compliance Certificate. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) 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 (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent

shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to clauses (A), (B), (C), (D), (E), (F) and (G) below, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan Document (other than any such amendment to effectuate any modification thereto expressly contemplated by the terms of such other Loan Documents), pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that:

(A) notwithstanding the foregoing, no such agreement shall, without the consent of each Lender directly and adversely affected thereby (but without the necessity of obtaining the consent of the Required Lenders),

(1) extend or increase the Commitment of any Lender (it being understood that a waiver of any condition precedent, the waiver of any obligation of the Borrowers to pay interest at the Default Rate or the waiver of any Default, Event of Default, mandatory prepayment of the Loans or mandatory reduction of any Commitments shall not constitute such an extension or increase);

(2) reduce or forgive the principal amount of any Loan or any amount due on any Loan Installment Date or postpone any Loan Installment Date or the date of any scheduled payment of interest or fees payable hereunder (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrowers to pay interest at the Default Rate, any mandatory prepayment of the Loans or mandatory reduction of any Commitments or any Default or Event of Default shall not constitute such a reduction);

(3) [reserved];

(4) reduce the rate of interest (other than to waive any obligations of the Borrowers to pay interest at the Default Rate of interest under Section 2.13(f)) or the amount of any fees owed to such Lender (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrowers to pay interest at the Default Rate, any mandatory prepayment of the Loans or mandatory reduction of any Commitments or any Default or Event of Default;

(5) change any of the provisions of this Section or the definition of "**Required Lenders**" to reduce any of the voting percentages required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the consent of each Lender directly and adversely affected thereby (it being understood that, with the consent of (x) the Required Lenders (if such consent is otherwise required) or (y) in connection with the establishment of any Refinancing Debt or Extensions, in each case, in accordance with the terms hereof, the Administrative Agent, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the initial Term Commitments);

(6) amend or modify the provisions of Sections 2.18(a) (with respect to pro rata allocation among Lenders), 2.18(b) and 2.18(c) or any other provision in the Loan Documents in a manner that would by its terms alter the pro rata sharing and/or the application of payments or proceeds of Collateral required thereby;

(7) (x) waives, amends or modifies the provisions of Sections 5.10 or (y) permits the creation or the existence of any Subsidiary that would be "unrestricted" or otherwise excluded from the requirements, taken as a whole, applicable to Subsidiaries pursuant to this Agreement;

(8) amends or modifies the definition of "Material Intellectual Property" or Section 6.18; or

(9) authorize additional Indebtedness that would be issued under the Loan Documents for the purpose of influencing voting threshold.

(B) Notwithstanding the foregoing, no such agreement shall:

(1) release all or substantially all of the Collateral (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 10.13 hereof), without the prior written consent of each Lender; or

(2) release all or substantially all of the value of the Loan Guaranties (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Section 10.13 hereof), without the prior written consent of each Lender.

(C) Notwithstanding the foregoing, no such agreement shall, without the consent of Lenders owning 75% of the sum of the total Term Loans at such time (but without the necessity of obtaining the consent of the Required Lenders),

(1) subordinate the Term Facility to any other Indebtedness or subordinate the Lien securing the Term Facility to any other Lien except (i) any Indebtedness that is expressly permitted by the Loan Documents as in effect on the Closing Date to be senior to the Term Loans and/or permitted by the terms of this Agreement to be secured by a Lien that is senior to the Lien securing the Term Loans, (ii) any "debtor-in-possession" facility or (iii) any other Indebtedness exchanged for Term Loans so long as such Indebtedness is offered ratably to all Term Lenders; or

(2) amend or modify the Loan Documents to allow for purchases of Term Loans (by Dutch Auction, open market purchase or through other assignments) by Holdings, the Borrowers or any of its Subsidiaries, in each case, using consideration other than cash.

(D) Notwithstanding the foregoing, no such agreement shall, without the consent of the Required Lenders (but without the necessity of obtaining the consent of the Required Lenders),

(1) amend or modify the Chewy Clause;

(2) [reserved];

(3) waive, amend or modify the definition of "Lender", the provisions of Section 9.03 or the definition of "Specified Lender Advisors";

(4) waive, amend or modify the provisions of the last [four] paragraphs of Section 6.01;

(5) amend or modify the Loan Documents to remove Invesco from the definition of "Disqualified Institutions";

(6) change any provision to permit the incurrence of additional Term Loans (other than Term Loans incurred as a result of PIK Interest in accordance with the terms of Section 2.13(a)) after the Closing Date;

(7) change any provision to permit the exchange, purchase, refinancing, replacement or refunding of the Term Loans in whole or in part, after the Closing Date; or

(8) amend or modify the Loan Documents to allow for direct or indirect purchases of Term Loans (by Dutch auction, open market purchase or through other assignments, or by participations) by, or issuances of any Term Loans or other Indebtedness hereunder to, Invesco.

(E) [reserved];

(F) Subject to Section 2.22, Notwithstanding anything to the contrary herein, any change to the threshold amounts contained in the definition of "**Maturity Date**" shall only require the consent of the Required Lenders; and

(G) Any amendment or waiver hereof that by its terms affects the rights or duties of Lenders holding Loans or Commitments (but not the Lenders holding Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Lenders that would be required to consent thereto if such class of Lenders were the Affected Lenders (it being understood and agreed that a waiver of any obligation of the Borrowers to pay interest at the Default Rate or the waiver or amendment of, or any consent with respect to, any Default or Event of Default shall only require the consent of the Required Lenders).

Provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent.

(c) [Reserved].

Notwithstanding anything to the contrary contained in this Section 9.02, (i) guarantees, collateral security agreements, pledge agreements and related documents (if any) executed by the Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be amended, supplemented and/or waived with the consent of the Administrative Agent at the request of the Borrowers (or the Borrower Agent on behalf of Borrowers) without the input or need to obtain the consent of any other Lenders if such amendment or waiver is delivered in order (x) to comply with local law or advice of local counsel, (y) to cure ambiguities, omissions or defects or (z) to cause such guarantees, collateral security agreements, pledge agreement or other document to be consistent with this Agreement and the other Loan Documents, (ii) [reserved] (iii) if the Administrative Agent and the Borrowers 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 Loan Documents (including, for the avoidance of doubt, any exhibit, schedule or annex thereto), then the Administrative Agent and the Borrowers shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document, (iv) only the

consent of the parties to the Agent Fee Letter shall be required to amend, modify or supplement the terms thereof and (v) the Administrative Agent and the Borrower Agent may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or to enter into additional Loan Documents as the Administrative Agent reasonably deems appropriate in order to implement any Replacement Rate or otherwise effectuate the terms of Section 2.14(b) in accordance with the terms of Section 2.14(b) provided that, notwithstanding anything to the contrary contained in this Agreement, each amendment or waiver pursuant to preceding clause (i)(y), (iii), and/or (v) shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date of notice of such waiver or amendment, as applicable, is provided to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment or waiver.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding anything to the contrary contained in this Section 9.02, in the event that the Borrower Agent requests that this Agreement be modified or amended in a manner that would require the unanimous consent of all of the Lenders and such modification or amendment is agreed to by the Required Lenders, then with the consent of the Borrower Agent and the Required Lenders, the Borrower Agent and the Required Lenders shall be permitted to amend the Agreement without the consent of the Non-Consenting Lenders to provide for (a) the termination of the Commitment of each Non-Consenting Lender at the election of the Borrower Agent and the Required Lenders, (b) the addition to this Agreement of one or more other financial institutions (each of which shall be an Eligible Assignee), or an increase in the Commitment of one or more of the Required Lenders (with the written consent thereof), so that the total Commitment after giving effect to such amendment shall be in the same amount as the total Commitment immediately before giving effect to such amendment, (c) if any Loans are outstanding at the time of such amendment, the making of such additional Loans by such new financial institutions or Required Lender or Lenders, as the case may be, as may be necessary to repay in full, at par, with accrued interest and fees and other amounts that would be payable to such Lender upon a voluntary prepayment under Section 2.11(a), the outstanding Loans of the Non-Consenting Lenders immediately before giving effect to such amendment and (d) such other modifications to this Agreement as may be appropriate to effect the foregoing clauses (a), (b) and (c).

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such persons taken as a whole and, if necessary, of one counsel in any relevant material jurisdiction to such Persons, taken as a whole) in connection with the syndication and distribution (including, without limitation, via the Internet or through a service such as Intralinks) of the Credit Facility, the preparation, execution, delivery and administration of the Loan Documents and related documentation, including without limitation in connection with receiving and reviewing information provided by, and communicating with, the Loan Parties, and any amendments, modifications or waivers of the provisions of any Loan Documents (whether or not the transactions contemplated thereby shall be consummated, but only to the extent such amendments, modifications or waivers were (x) requested by the Borrowers to be prepared or (y) approved by the requisite Lenders) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Lenders and each of their respective Affiliates, including (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other

charges of one firm of outside counsel to all such persons taken as a whole and, solely in the case of an actual conflict of interest, one additional outside counsel to all such persons taken as a whole, and, if necessary, of one local counsel in any relevant jurisdiction to such persons, taken as a whole and, solely in the case of an actual conflict of interest, one additional local counsel in such relevant jurisdiction to all such persons taken as a whole) in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder. Expenses reimbursable by the Borrowers under this Section include, subject to any other applicable provision of any Loan Document, reasonable and documented out-of-pocket costs and expenses incurred in connection with: (A) lien and title searches and title insurance, (B) taxes, fees and other charges for recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens and (C) forwarding loan proceeds and costs and expenses of preserving and protecting the Collateral. Other than to the extent required to be paid on the Closing Date, all amounts due under this paragraph (a) shall be payable by the Borrowers within 30 days of receipt of an invoice relating thereto, setting forth such expenses in reasonable detail and together with backup documentation supporting such reimbursement requests. Without limiting the generality of the foregoing, the Borrowers will reimburse the Administrative Agent and the Lenders for all reasonable and documented out-of-pocket fees and expenses incurred by the Specified Lender Advisors prior to, on or after the Closing Date in connection with their representation of certain of the Lenders under this Agreement, such out-of-pocket fees and expenses shall constitute Obligations under, and are reimbursable pursuant to, this Section 9.03(a).

(b) The Borrowers shall jointly and severally indemnify the Administrative Agent and, each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all actual losses, claims, damages, liabilities and expenses (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnitees taken as a whole (which as of the Closing Date shall be Gibson, Dunn & Crutcher LLP) and, solely in the case of an actual conflict of interest, one additional counsel to all affected Indemnitees, taken as a whole, and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnitees, taken as a whole and, solely in the case of an actual conflict of interest, one additional local counsel to all affected Indemnitees, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Loans, (iii) any actual or prospective claim, litigation, investigation or proceeding (including any Environmental Claim) relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by or against a third party or by or against the Borrowers, any other Loan Party, any Lender or any of their respective Affiliates), including in connection with any action, litigation or other dispute or proceeding related to the Transactions (including any action, litigation or other dispute or proceeding related to any temporary restraining order, preliminary injunction or any similar request for relief), or (iv) the actual or alleged presence of any Hazardous Material on any property of any Loan Party; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such actual losses, claims, damages, liabilities or related expenses are (i) determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or of any affiliate of such Indemnitee or, to the extent such judgment finds such Indemnitee in material breach of the Loan Documents (excluding, in each case, for the avoidance of doubt, any Indemnitee's participation in the Transactions), (ii) arise out of any claim, litigation, investigation or proceeding brought by such Indemnitee (or its Related Parties) against another Indemnitee (or its Related Parties) (other than any claim, litigation, investigation or proceeding brought by or against the Administrative Agent, acting in its capacity as the Administrative Agent, or by or against the Lenders or any member thereof) that does not involve any act or omission of the Sponsor, Holdings, any Borrower or any of their Subsidiaries or (iii) settlements effected without the Borrowers' prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), provided, however, that the foregoing indemnity will apply to any such

settlement in the event that the Borrowers was offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense or if there is a final judgment against an Indemnitee in any such proceeding. Each Indemnitee shall be obligated to refund or return any and all amounts paid by any Borrower pursuant to this Section 9.03(b) to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment of such amounts in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrowers within 30 days (x) after written demand thereof, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt of an invoice relating thereto, setting forth such expenses in reasonable detail and together with backup documentation supporting such reimbursement requests. This Section 9.03 shall not apply to Taxes other than Taxes that represent losses, claims, damages, liabilities or related expenses arising from any non-Tax claim. Payments under this Section 9.03(b) shall be made by the Borrowers to the Administrative Agent for the benefit of the relevant Indemnitee.

Section 9.04 Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof, except, the Borrowers shall remain liable to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03.

Section 9.05 Successors and Assigns.

(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) except to the extent, expressly provided under Section 6.08, the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. 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), the Loan Parties' financial advisors (to the extent expressly provided in Article 8), and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the limitations set forth in paragraph (a) above and the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement with the prior written consent (such consent not to be unreasonably withheld or delayed except in connection with a proposed assignment to any Disqualified Institution) of:

(A) the Borrower Agent; and

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment to another Lender, an Affiliate of a Lender, an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(1) except in the case of an assignment to another Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Loans or commitments of any Class, the principal amount of Loans or commitments of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is

delivered to the Administrative Agent and determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds (as defined below)) shall not be less than $1,000,000 unless each of the Borrower Agent and the Administrative Agent otherwise consent;

(2) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(3) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and

(4) the Eligible Assignee, if it shall not be a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent (1) an Administrative Questionnaire and (2) if applicable, any Internal Revenue Service forms required under Section 2.17.

The term "**Related Funds**" shall mean with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits and subject to the obligations of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and subject to its obligations thereunder and under Section 9.13). If any such assignment by a Lender holding a Promissory Note hereunder occurs after the issuance of any Promissory Note hereunder to such Lender, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent for cancellation, and there-upon the applicable Borrower shall issue and deliver a new Promissory Note, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

If any assignment or participation under this Section 9.05 is made to (1) any Affiliate of any Disqualified Institution or (2) any Disqualified Institution in each case without the Borrower Agent's prior written consent (any such Person, a "**Disqualified Person**"), then the Borrower Agent may, at its sole expense and effort, upon notice to the applicable Disqualified Person and the Administrative Agent, (A) terminate any Commitment of such Disqualified Person and repay the outstanding amount of Loans, together with accrued and unpaid interest thereon, accrued and unpaid fees and all other amounts owing to such Disqualified Person, (B) in the case of any outstanding Term Loans, purchase such Term Loans by paying the amount that such Disqualified Person paid to acquire such Term Loans, plus in the case of each of clauses (A) and (B), accrued and unpaid interest thereon, accrued and unpaid fees and all other amounts due and payable to it hereunder and/or (C) require such Disqualified Person

to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.05), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees at the amount that such Disqualified Person paid to acquire such Term Loans, plus in the case of each of clauses (A) and (B), accrued and unpaid interest thereon, accrued and unpaid fees and all other amounts due and payable to it hereunder; provided that in the case of clause (C), the relevant assignment shall otherwise comply with this Section 9.05 (except that no registration and processing fee required under this Section 9.05 shall be required with any assignment pursuant to this paragraph). Nothing in this Section 9.05 shall be deemed to prejudice any right or remedy that Holdings or any Borrower may otherwise have at law or equity. Each Lender acknowledges and agrees that Holdings and its Subsidiaries will suffer irreparable harm if such Lender breaches any obligation under this Section 9.05 insofar as such obligation relates to any assignment or participation to any Disqualified Institution. Additionally, each Lender agrees that Holdings and/or any Borrower may seek to obtain specific performance or other equitable or injunctive relief to enforce this paragraph against any Disqualified Person and the immediately following paragraph of this Section 9.05 against any Disqualified Institution, in each case with respect to such breach without posting a bond or presenting evidence of irreparable harm.

Notwithstanding anything to the contrary contained in this Agreement, each Disqualified Institution (A) will not receive information provided solely to Lenders by any Borrower, the Administrative Agent or any Lender (other than the Disqualified Institutions List to any potential assignee who is a Disqualified Institution for the purpose of determining if such potential assignee is a Disqualified Institution) and will not be permitted to attend or participate in conference calls or meetings attended solely by the Lenders and the Administrative Agent, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders pursuant to Article 2 and (B) (x) for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, shall not have any right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action, and all Loans held by any Disqualified Institution shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders or all Lenders have taken any actions, except that no amendment, modification or waiver of any Loan Document shall, without the consent of the applicable Disqualified Institution, deprive any Disqualified Institution of its pro rata share of any payment to which all Lenders of Term Loans are entitled and (y) hereby agrees that if a proceeding under any Debtor Relief Law shall be commenced by or against a Borrower or any other Loan Party, such Disqualified Institution will be deemed to vote in the same proportion as Lenders that are not Disqualified Institutions.

The Administrative Agent shall have the right, and the Borrowers hereby expressly authorize the Administrative Agent, to provide the Disqualified Institutions List to each Lender or potential Lender requesting the same (provided that such Lender or potential Lender agrees to maintain the confidentiality of the Disqualified Institutions List (which agreement may be by way of a "click through" or other affirmative action on the part of the recipient to access the Disqualified Institutions List and acknowledge its confidentiality obligations in respect thereof)).

The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor the list or identities of, or enforce, compliance with the provisions hereof relating to Disqualified Institutions or Disqualified Person. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or Disqualified Person 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 Institution or Disqualified Person.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders and their respective successors and assigns, and the commitment of, and principal amount of and stated interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Failure to make any such recordation, or any error in such recordation, shall not affect the Borrowers' obligations in respect of such Loans. The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender and the owner of the amounts owing to it under the Loan Documents as reflected in the Register for all purposes of the Loan Documents, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee's completed Administrative Questionnaire and tax certifications required by Section 9.05(b)(ii)(4) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section, if applicable, and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall promptly accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. The parties shall treat all extensions of credit to the Borrowers and its Affiliates hereunder at all times as being in registered form within the meaning of Sections 163(f), 871(h)(2), and 881(c)(2) of the Code (and any successor provisions) and the regulations thereunder and shall interpret the provisions herein regarding the Register consistent with such intent.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its commitments, and the outstanding balances of its Loans, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Assumption, (B) except as set forth in (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrowers or any Subsidiary or the performance or observance by the Borrowers or any Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment and Assumption; (D) such assignee confirms that it has received a copy of this Agreement and the Intercreditor Agreement, together with copies of the most recent financial statements referred to in Section 3.04 (at or delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (E) such assignee will independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under

this Agreement as are delegated to the Administrative Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, with the Consent of the Borrower Agent (and thereafter without the consent of any Borrower), the Administrative Agent or any other Lender, sell participations to one or more banks or other entities (other than to any Disqualified Institution or natural person) (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in (x) clause (A) to the first proviso to Section 9.02(b) that directly and adversely affects the Loans or commitments in which such Participant has an interest and (y) clause (B) to the first proviso to Section 9.02(b). Subject to paragraph (c)(ii) of this Section 9.05, the Borrowers agree that each Participant shall be entitled to the benefits and subject to the obligations of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(e) (it being understood that the documentation required under Section 2.17(e) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.09 as though it were a Lender; provided that such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.15, Section 2.16 or Section 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent the entitlement to a greater payment results from a Change in Law after the Participant became a Participant.

Each Lender that sells a participation shall, acting for this purpose as a non-fiduciary agent of the Borrowers, maintain at one of its offices a copy of a register for the recordation of the names and addresses of each Participant and their respective successors and assigns, and principal amount of and stated interest on the Loans (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender may treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any natural person) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 9.05 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower Agent, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to

the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan; (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof; and (iii) if an SPC elects to exercise such option and provides all or any part of such Loan, such SPC shall be recorded in the Register as the Lender with respect to the portion of a Loan made by such SPC. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its obligations under Section 2.15, Section 2.16 or Section 2.17) and no SPC shall be entitled to any greater amount under Section 2.13, 2.14 or Section 2.15 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, except to the extent the entitlement to a greater payment results from a Change in Law after the grant to the SPC, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iii) the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof; provided that (i) in the case of the Borrowers, such SPC's Granting Lender is in compliance in all material respects with its obligations to the Borrowers hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 9.05, any SPC may (i) with notice to, but without the prior written consent of, the Borrower Agent or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender, which assignment shall be recorded in the Register, and (ii) disclose on a confidential basis any non-public information relating to its Loans to any Rating Agencies, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(f) Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, no assignments of Loans to, or sales of participations in Loans to, any Disqualified Institution shall be permitted to be made, and any purported assignments of Loans to, or sales of participations in Loans to, any Disqualified Institution shall be void ab initio.

Section 9.06 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Discharge of DIP Obligations has occurred. The provisions of Sections 2.15, 2.16, 2.17, 9.03 and 9.13 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the occurrence of the Discharge of DIP Obligations, or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 9.07 Bankruptcy Rights. Nothing in this Agreement or in any other Loan Document shall be construed to limit or affect the obligation of the Loan Parties or any other Person to serve upon the Administrative Agent, the Collateral Agent and the Lenders in the manner prescribed by the U.S. Bankruptcy

Code any pleading or notice required to be given to the Administrative Agent, the Collateral Agent and the Lenders pursuant to the U.S. Bankruptcy Code.

Section 9.08 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Agent Fee Letter and any separate letter agreements constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by Holdings, the Borrowers, the Subsidiaries of the Borrowers party hereto and the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries 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, physical delivery thereof 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.

Section 9.09 Severability. To the extent permitted by law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Further, to the extent any such provision is so held to be invalid, illegal or unenforceable, the parties hereto shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

Section 9.10 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final excluding any account used exclusively as payroll, trust, and tax withholding accounts) at any time held and other obligations at any time owing by the Administrative Agent or such Lender or Affiliate (including, without limitation, by branches and agencies of the Administrative Agent or such Lender, wherever located) to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by the Administrative Agent or such Lender or Affiliate, irrespective of whether or not the Administrative Agent or such Lender or Affiliate shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall promptly notify the Borrower Agent and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. NOTWITHSTANDING THE FOREGOING, AT ANY TIME THAT ANY OF THE SECURED OBLIGATIONS SHALL BE SECURED BY REAL PROPERTY LOCATED IN CALIFORNIA, NO LENDER SHALL EXERCISE A RIGHT OF SETOFF LENDER'S LIEN OR COUNTERCLAIM OR TAKE ANY COURT OR ADMINISTRATIVE ACTION OR INSTITUTE ANY

PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR ANY LOAN DOCUMENT UNLESS IT IS TAKEN WITH THE CONSENT OF THE LENDERS REQUIRED BY SECTION 9.02 OF THIS AGREEMENT OR APPROVED IN WRITING BY THE ADMINISTRATIVE AGENT, IF SUCH SETOFF OR ACTION OR PROCEEDING WOULD OR MIGHT (PURSUANT TO SECTIONS 580a, 580b, 580d AND 726 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR SECTION 2924 OF THE CALIFORNIA CIVIL CODE, IF APPLICABLE, OR OTHERWISE) AFFECT OR IMPAIR THE VALIDITY, PRIORITY, OR ENFORCEABILITY OF THE LIENS GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THE COLLATERAL DOCUMENTS OR THE ENFORCEABILITY OF THE PROMISSORY NOTES AND OTHER OBLIGATIONS HEREUNDER, AND ANY ATTEMPTED EXERCISE BY ANY LENDER OR ANY SUCH RIGHT WITHOUT OBTAINING SUCH CONSENT OF THE PARTIES AS REQUIRED ABOVE, SHALL BE NULL AND VOID. THIS PARAGRAPH SHALL BE SOLELY FOR THE BENEFIT OF EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREUNDER.

Section 9.11 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. THE PARTIES HERETO AGREE THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT AND LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01. EACH PARTY TO THIS AGREEMENT HEREBY 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 LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 9.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.13 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.14 Confidentiality. The Administrative Agent and each Lender agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its, its Affiliates' and Approved Funds' (other than, to the extent the list is made available to all Lenders, Disqualified Institutions) directors (or equivalent managers), officers, employees, independent auditors, or other experts, professionals and advisors, including accountants, legal counsel and other advisors (collectively, the "**Representatives**") on a "need to know" basis solely in connection with the transactions completed hereby and who are informed of the confidential nature of such Confidential Information and are or have been advised of their obligation to keep such Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates', Approved Funds' and their Representatives' compliance with this paragraph, (b) upon the demand or request of any regulatory (including any self-regulatory body, such as the National Association of Insurance Commissioners), governmental or administrative authority purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall (i) except with respect to any audit or examination conducted by bank accountants or any Governmental Authority exercising examination or regulatory authority, to the extent practicable and not prohibited by law, inform the Borrower Agent promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law, rule or regulation (in which case such party shall (i) to the extent practicable and not prohibited by law, inform the Borrower Agent promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential

treatment), (d) to any other party to this Agreement, (e) subject to an acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Agent) (which agreement may be by way of a "click through" or other affirmative action on the part of the recipient to access the Confidential Information and acknowledge its confidentiality obligations in respect thereof), to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement, including, without limitation, any SPC (in each case other than a Disqualified Institution) or with respect to any Agent, to any other permitted transferee, assignee or successor in connection with an assignment or transfer, (ii) any pledgee referred to in Section 9.05 or (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any swap or derivative transaction (including any credit default swap) or similar product relating to the Loan Parties and their obligations subject to acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Agent)), (f) with the prior written consent of the Borrower Agent, (g) to any Rating Agencies in connection with obtaining ratings for the Borrowers, the Term Loans, (h) to the extent applicable and reasonably necessary or advisable, for purposes of establishing a "due diligence" defense, (i) for purposes of enforcing their rights under this Agreement and (j) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section by such Person, its Affiliates or their respective Representatives, (ii) becomes available to the Administrative Agent or any Lender on a non-confidential basis other than as a result of a breach of this Section from a source other than any Loan Party, (iii) to the extent the Administrative Agent, such Lender or such Affiliate independently develops such information without the use of information provided by a Loan Party or (iv) was already in the Administrative Agent or a Lender's possession prior to entering into any undertaking of confidentiality in connection with the Transactions. For the purposes of this Section, "**Confidential Information**" means all information received from any Loan Party relating to the Loan Parties or their businesses, any Sponsor or the Transactions other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by any Loan Party. For the avoidance of doubt, in no event shall any disclosure of such Confidential Information be made to any Disqualified Institution (at the time such disclosure was made).

Section 9.15 No Fiduciary Duty. The Administrative Agent, each Lender and their respective Affiliates and Approved Funds (collectively, solely for purposes of this paragraph, the "**Lender Parties**"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender Party, on the one hand, and any Loan Party, its respective stockholders or its respective affiliates, on the other. The Loan Parties acknowledge and agree that: (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the one hand, and each Loan Party, on the other, (ii) in connection therewith and with the process leading thereto, (x) no Lender Party has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender Party has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender Party is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person and (iii) each of the Lender Parties (x) is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services, (y) in the ordinary course of business, may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrowers and other companies with which the Borrowers may have commercial or other relationships and (z) with respect to any securities and/or financial instruments so held by the Lender Parties or any of their respective customers,

all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto.

Section 9.16 Several Obligations. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

Section 9.17 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act and the Administrative Agent hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower and Loan Guarantor, which information includes the name, address and tax identification number of each Loan Party and other information regarding such Loan Party that will allow such Person to identify the Loan Parties in accordance with the USA PATRIOT Act. This notice is given in accordance with the requirements of the USA PATRIOT Act and is effective as to the Lenders and the Administrative Agent.

Section 9.18 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 9.19 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof; and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.20 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "**Interest Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Interest Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Interest Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Interest Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 9.21 [Reserved].

Section 9.22 Conflicts. Notwithstanding anything to the contrary contained herein, in any other Loan Document (but excluding the Intercreditor Agreement), in the event of any conflict or inconsistency between this Agreement and any other Loan Document (excluding the Intercreditor Agreement), the terms of this Agreement shall govern and control; provided that in the case of any conflict or inconsistency between the Intercreditor Agreements and any other Loan Document, the terms of the Intercreditor Agreements shall govern and control.

Section 9.23 Borrower Agent.

(a) The Borrower Agent is hereby appointed by each of the other Borrowers as its contractual representative hereunder and under each other Loan Document, and each of such other Borrowers irrevocably authorizes the Borrower Agent to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Agent agrees to act as such contractual representative upon the express conditions contained in this Section 9.22. Additionally, such other Borrowers hereby appoint the Borrower Agent as their agent to receive, to the extent so requested by such Borrower, the proceeds of the Loans in its account(s), at which time the Borrower Agent shall promptly disburse such Loans to the appropriate Borrower(s). The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Agent or any other Borrower for any action taken or omitted to be taken by the Borrower Agent or the other Borrowers pursuant to this Section 9.22.

(b) The Borrower Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Agent shall have no implied duties to the other Borrowers hereunder, or any obligation to the Lenders to take any action hereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Agent.

Section 9.24 Acknowledgement and Consent to Bail-In. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA 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 an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA 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 EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE 10

LOAN GUARANTY

Section 10.01 Guaranty. Each Loan Guarantor hereby agrees that it is jointly and severally liable for, and, as Primary Obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the Administrative Agent for the benefit of the Secured Parties the full and prompt payment when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (collectively the "**Guaranteed Obligations**"). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Loan

Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the Administrative Agent and/or the other Secured Parties, on demand, together with any and all expenses which may be incurred by the Administrative Agent and the other Secured Parties in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with Section 9.03. Each Loan Guarantor unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to the Administrative Agent for the benefit of the Secured Parties whether or not due or payable by the Borrowers upon the occurrence of any of the events specified in Sections 7.01(f) or (g), and in such event, irrevocably and unconditionally promises to pay such indebtedness to the Administrative Agent for the benefit of the Secured Parties, on demand, in lawful money of the United States.

Section 10.02 Guaranty of Payment. This Loan Guarantee is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent or any Lender to sue any Borrower, any other Loan Guarantor, any other Guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any Collateral securing all or any part of the Guaranteed Obligations. The Administrative Agent may enforce this Loan Guarantee solely upon the occurrence and during the continuance of an Event of Default.

Section 10.03 No Discharge or Diminishment of Loan Guarantee.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than as set forth in Section 10.13), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers; or (ix) any payment made to any Secured Party on the Guaranteed Obligations which any such Secured Party repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Loan Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except on the Termination Date (including a defense that Termination Date has occurred) or as expressly permitted by Section 10.13, the obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by:

(i) the failure of the Administrative Agent or any Secured Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations;

(ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations;

(iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations;

(iv) any action or failure to act by the Administrative Agent or any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or

(v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 10.13).

Section 10.04 Defenses Waived. To the fullest extent permitted by applicable law, and except on the Termination Date (including a defense that Termination Date has occurred) or as expressly permitted by Section 10.13, each Loan Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Loan Guarantor or arising out of the disability of the Borrowers or any other Loan Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Loan Guarantor. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Loan Guarantee, and notices of the existence, creation or incurring of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right (except as shall be required by applicable statute and cannot be waived) to require any Secured Party to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party, or (iii) pursue any other remedy in any Secured Party's power whatsoever. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any Collateral securing all or a part of the Guaranteed Obligations, and the Administrative Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guarantee except as otherwise provided in Section 10.13. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

Section 10.05 Authorization. The Loan Guarantors authorize the Secured Parties without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder (except as set forth in Section 10.13), from time to time to:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Loan Guarantee shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations

or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against the Borrowers, any other Loan Party or others or otherwise act or refrain from acting;

(d) release or substitute any one or more endorsers, Guarantors, the Borrowers, other Loan Parties or other obligors;

(e) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the Secured Parties;

(f) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the Secured Parties regardless of what liability or liabilities of the Borrowers remain unpaid;

(g) consent to or waive any breach of, or any act, omission or default under, this Agreement, any other Loan Document, any Hedge Agreement or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify or supplement this Agreement, any other Loan Document, any Hedge Agreement or any of such other instruments or agreements; and/or

(h) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Loan Guarantors from their respective liabilities under this Loan Guarantee.

Section 10.06 Rights of Subrogation. Until the Termination Date, any indebtedness of the Borrowers now or hereafter owing to any Loan Guarantor is hereby subordinated to the Obligations owing to the Secured Parties; and if the Administrative Agent so requests at a time when an Event of Default has occurred and is continuing, all such indebtedness of the Borrowers to such Loan Guarantor shall be collected, enforced and received by such Loan Guarantor for the benefit of the Secured Parties and be paid over to the Administrative Agent on behalf of the Secured Parties on account of the Guaranteed Obligations to the Secured Parties, but without affecting or impairing in any manner the liability of such Loan Guarantor under the other provisions of this Loan Guarantee. Prior to the transfer by any Loan Guarantor of any note or negotiable instrument evidencing any such indebtedness of the Borrowers to such Loan Guarantor, such Loan Guarantor shall mark such note or negotiable instrument with a legend that the same is subject to this subordination. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Loan Party or any Collateral in respect of this Loan Guarantee until the occurrence of the Termination Date.

Section 10.07 Reinstatement: Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Loan Guarantors forthwith on demand by the Administrative Agent.

Section 10.08 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guarantee, and agrees that none of the Administrative

Agent or any Secured Party shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

Section 10.09 [Reserved].

Section 10.10 Maximum Liability. It is the desire and intent of the Loan Guarantors and the Secured Parties that this Loan Guarantee shall be enforced against the Loan Guarantors to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. The provisions of this Loan Guarantee are severable, and in any action or proceeding involving any state corporate law, or any state, Federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guarantee, then, notwithstanding any other provision of this Loan Guarantee to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Secured Parties, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "**Maximum Liability**"). Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guarantee or affecting the rights and remedies of the Secured Parties hereunder; provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

Section 10.11 Contribution. In the event any Loan Guarantor (a "**Paying Guarantor**") shall make any payment or payments under this Loan Guarantee or shall suffer any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Loan Guarantee, each other Loan Guarantor (each a "**Non-Paying Guarantor**") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "**Guarantor Percentage**" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article 10, each Non-Paying Guarantor's "**Guarantor Percentage**" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the Closing Date (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Borrowers after the Closing Date (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guarantee from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the Secured Obligations until the Termination Date. This provision is for the benefit of the Administrative Agent, the Lenders and the other Secured Parties and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

Section 10.12 Liability Cumulative. The liability of each Loan Guarantor under this Article 10 is in addition to and shall be cumulative with all liabilities of such Loan Guarantor to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents to which such Loan Guarantor is a party or in respect of any obligations or liabilities of the other Loan Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 10.13 Release of Loan Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary, a Subsidiary Guarantor shall automatically be released from its obligations hereunder and its Loan Guaranty shall be automatically released (i) upon the consummation of any transaction or designation permitted hereunder if as a result thereof such Subsidiary Guarantor shall cease to be a Subsidiary (or becomes an Excluded Subsidiary) or (ii) upon the occurrence of the Termination Date. In connection with any such release, the Administrative Agent shall promptly execute and deliver to any Loan Guarantor, at such Loan Guarantor's expense, all documents that such Loan Guarantor shall reasonably request to evidence termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 10.13 shall be without recourse to or warranty by the Administrative Agent (other than to the Administrative Agent's authority to deliver such documents).

Section 10.14 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Loan Guarantee in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.14, or otherwise under this Loan Guarantee, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Termination Date. Each Qualified ECP Guarantor intends that this Section 10.14 constitute, and this Section 10.14 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

RANGE PARENT, INC.,
as Holdings

By: _____
Name:
Title:

ROBERTSHAW US HOLDING CORP.,
as Borrower Agent

By: _____
Name:
Title:

ROBERTSHAW CONTROLS COMPANY

By: _____
Name:
Title:

ROBERTSHAW MEXICAN HOLDINGS LLC

By: _____
Name:
Title:

CONTROLES TEMEX HOLDINGS LLC

By: _____
Name:
Title:

UNIVERSAL TUBULAR SYSTEMS, LLC

By: _____
Name:
Title:

BURNER SYSTEMS INTERNATIONAL, INC.

By: _____
Name:
Title:

[ ], as Administrative Agent

By: _____
Name:
Title:

[_____], as [____]

By: _____
Name:
Title:

Exhibit I

Milestones

In the case of each of the foregoing Milestones, the terms and conditions shall be in form and substance acceptable to the Ad Hoc Group:

- Within 1 day of the Petition Date – Filing of DIP Motion;
- Within 1 day of the Petition Date – Filing of Non-Participating Lender Adversary Proceeding and Invesco Adversary Proceeding;
- Within 1 day of the Petition Date – Filing of Bidding Procedures Motion, with Ad Hoc Group as Stalking Horse Bidder;
- Within 5 days of the Petition Date – Entry of Cash Collateral Order;
- Within 6 days of the Petition Date – Entry of orders temporarily restraining (if necessary) and enjoining the continued prosecution of the Non-Participating Lender Action and Invesco Action;
- Within 30 days of the Petition Date – Entry of Bidding Procedures Order, with Ad Hoc Group as Stalking Horse Bidder
- Within 30 days of the Petition Date – Entry of DIP Order, with determination that Ad Hoc Group constitutes "Required Lenders" under the Prepetition Super-Priority Credit Agreement;
- Within 45 days of the Petition Date – Delivery of emergence business plan and additional diligence;
- Within 75 days of the Petition Date – Entry of Sale Order
- Within 75 days of the Petition Date – Entry of order granting relief requested in each of Non-Participating Lender Adversary Proceeding and Invesco Adversary Proceeding; and
- Within 90 days of the Petition Date – Closing of Sale Transaction

Exhibit J

Stalking Horse APA

AGREED FORM
CONFIDENTIAL & PRIVILEGED
SUBJECT TO FRE 408

ASSET PURCHASE AGREEMENT

by and among

[BUYER]

as Buyer

and

RANGE PARENT, INC.

and

THE OTHER SELLERS NAMED HEREIN,

as Sellers

[●], 2024

This draft agreement is not intended to create, nor will it be deemed to create, a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed to and executed by all parties.

TABLE OF CONTENTS

ASSET PURCHASE AGREEMENT

THIS **ASSET PURCHASE AGREEMENT**, dated as of [●], 2024 (this "**Agreement**"), is made and entered into by and among [**BUYER**], a [_____] ("**Buyer**"), Range Parent, Inc., a Delaware corporation (the "**Seller Parent**"), and those certain Subsidiaries of Seller Parent signatory hereto (collectively with Seller Parent, the "**Sellers**" and each entity individually, a "**Seller**"). Sellers and Buyer are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**." Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Article 1.

W I T N E S S E T H:

WHEREAS, on February 15, 2024 (the "**Petition Date**"), the Sellers as debtors and debtors in possession (collectively, the "**Debtors**") sought relief under Chapter 11 of Title 11, §§ 101-1330 of the United States Code (as amended, the "**Bankruptcy Code**") by filing cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

WHEREAS, subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, the Parties desire to enter into this Agreement, pursuant to which Sellers shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and acquire from Sellers, all of Sellers' right, title and interest in and to the Purchased Assets, and Buyer shall assume all of the Assumed Liabilities, and the Parties intend to effectuate the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105 and 363 of the Bankruptcy Code, §§ 101-1330, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to entry of the Sale Order; and

WHEREAS, Sellers' ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.01 *Definitions*.

(a) The following terms, as used herein, have the following meanings:

"**Action**" means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority.

"**Affiliate**" means, with respect to any Person, another Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, ownership of more than fifty percent (50%) of the voting securities shall be deemed to be "control" for purposes of this definition. In no event shall Affiliates of any Seller be deemed to include portfolio companies of investment funds managed or advised by Affiliates of such Seller.

"**Antitrust Laws**" means any antitrust, competition, trade regulation or merger control Laws promulgated by any Governmental Authority.

"**Auction**" means an auction or auctions, if any, for the sale of Sellers' assets conducted pursuant to the terms and conditions of the Bid Procedures Order.

"**Bankruptcy and Equity Exception**" means any Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in any Proceeding in equity or at Law).

"**Bid Procedures Order**" means an order of the Bankruptcy Court in form and substance acceptable to the Sellers and the Required Consenting Lenders (as defined in the RSA) approving the Bidding Procedures (as defined in the RSA) attached as Exhibit E to the RSA.

"**Bidding Procedures Motion**" has the meaning ascribed to such term in the RSA.

"**Business**" means the business of designing, engineering, manufacturing and selling controls, components, systems for the appliance, HVAC, refrigeration and transportation markets, as conducted by Sellers.

"**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York, Illinois or Texas are authorized or required by Law to close.

"**CARES Act**" means the CARES Act (Pub. L. 116-136 (2020)) and any similar Law providing for the deferral of Taxes, the conditional deferral, reduction, or forgiveness of Taxes, the increase in the utility of Tax attributes, or other Tax-related measures, in each case, intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"**Cash and Cash Equivalents**" means all of Sellers' cash (including petty cash and checks received prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held.

"**Cash Collateral**" has the meaning set forth in Section 365(a) of the Bankruptcy Code.

"**Cash Collateral Order**" means the interim order in the Chapter 11 Cases authorizing the Debtors' use of Cash Collateral on a consensual basis.

"**Claim**" means a "claim" as defined in Section 101 of the Bankruptcy Code.

"**Closing Date**" means the date of the Closing.

"**COBRA**" means the health care continuation coverage requirements of the Consolidated Omnibus Reconciliation Act of 1985, as codified in Section 4980B of the Code and Section 601 et seq. of ERISA.

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

"**Collective Bargaining Agreement**" means any Contract that any Seller or any of its Subsidiaries has entered into with any union, works council or collective bargaining agent ("**Labor Union**") with respect to terms and conditions of employment of Employees, not including any agreements covering non-U.S. Employees which are applicable on an industry-wide basis to Employees or which are not individually negotiated by any Seller or any Subsidiary of a Seller.

"**Contract**" means any written contract, agreement, license, sublicense, Lease, sales order, purchase order, instrument, undertaking or legally binding commitment.

"**Cure Costs**" means, with respect to any Purchased Contract, the Liabilities that must be paid or otherwise satisfied to cure all monetary defaults under such Purchased Contract to the extent required by Section 365(b) of the Bankruptcy Code in connection with the assignment and assumption of such Purchased Contract.

"**Cut-Off Date**" means the earlier of (a) twelve (12) months following the Closing and (b) the closing of the Chapter 11 Cases.

"**DIP Credit Agreement**" means that certain debtor-in-possession financing agreement dated as of [●], 2024, and as agreed to by and among the Debtors, the DIP Agent (as defined therein) and the lenders party thereto.

"**DIP Facility**" means a superpriority senior secured new money debtor-in-possession financing facility as further described in the DIP Credit Agreement, as approved by the Bankruptcy Court.

"**DIP Obligations**" means all "Obligations" under and as defined in the DIP Credit Agreement.

"**DIP Order**" means the Final Order approving the Debtors' entry into the DIP Facility and use of Cash Collateral.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Sellers to Buyer on the date hereof.

"**Employee Liabilities**" means all Liabilities of a Seller relating to, arising out of, or resulting from the employment or services, or termination of employment or services, of any Employee, including accrued and unused vacation, sick days and paid time off and any workers' compensation claims against any Seller, irrespective of when such claims arise or are made (whether prior to or after the Closing Date), and in each case including the employer portion of all applicable withholding, payroll and similar Taxes and Seller Plan payments.

"**Employees**" means all employees of Sellers, including those on disability or a leave of absence, whether paid or unpaid.

"**Encumbrance**" means any mortgage, lien, pledge, security interest, charge, easement, purchase option, right of first refusal or offer, right of way, option, claim, license, and other similar impositions, imperfections or restrictions on transfer or use or other encumbrance of any kind.

"**Environmental Laws**" means all applicable Laws concerning or relating to worker/occupational health and safety (solely to the extent related to exposure to Hazardous Materials, or pollution or protection of the environment, including those relating to the generation, handling, transportation, treatment, recycling, storage, disposal, distribution, labeling, discharge or release, of any Hazardous Materials).

"**Environmental Liabilities**" means all Liabilities arising out of or in connection with Environmental Laws, any Permits issued thereunder, and any Hazardous Materials.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, and the regulations promulgated thereunder, as amended.

"**ERISA Affiliate**" means any entity which is a member of (a) a controlled group of corporations (as defined in Section 414(b) of the Code), (b) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), (c) an affiliated service group (as defined under Section 414(m) of the Code) or (d) any group specified in Treasury Regulations promulgated under Section 414(o) of the Code, any of which includes or included any Seller.

"**Excluded Taxes**" means any (a) Taxes imposed on or payable by Sellers or their Affiliates (including predecessors of each of the foregoing) for any taxable period without regard to whether such Taxes relate to periods ending on or before the Closing Date or thereafter, (b) Taxes imposed on or with respect to the Purchased Assets, the Assumed Liabilities or the Business for any Pre-Closing Tax Period, (c) Taxes imposed on or with respect to the Excluded Assets or the Excluded Liabilities for any taxable period, (d) Taxes of Sellers for which Buyer or a Buyer Designee is liable as a transferee or successor as a result of the transfer of the Purchased Assets pursuant to this Agreement and (e) Taxes imposed on Sellers or their Affiliates (including predecessors of each of the foregoing) for the Taxes of any Person by operation of law by reason of joint or several liability, including under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law). For purposes of this Agreement, in the case of any Straddle Period, Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period in the manner set forth in Section 7.06(b). For the avoidance of doubt, notwithstanding anything else, in no event will (A) Property Taxes allocable to any Post-Closing

Tax Period; (B) Transfer Taxes; or (C) any Taxes of a Purchased Entity constitute, in each case, either Excluded Taxes or Excluded Liabilities.

"**Exit Financing Agreement**" means that certain credit agreement with Buyer (or a Buyer Designee) as borrower in form and substance consistent with the terms set forth in the RSA acceptable to Buyer and the Required Consenting Lenders (as defined in the RSA).

"**Expense Reimbursement**" means an amount in cash equal to the amount of all reasonable and documented out-of-pocket third-party expenses (including attorneys' fees and expenses) incurred by Buyer, its equity holder and Affiliates in connection with the consideration, evaluation and negotiation of this Agreement and the transactions contemplated hereby, and to the extent not otherwise actually paid under the terms of the DIP Facility, with such amount not to exceed $2,500,000 in the aggregate.

"**FFCRA**" means the Families First Coronavirus Response Act, Pub. L. No. 116-127 (116th Cong.) (Mar. 18, 2020).

"**Final Order**" means an Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed (other than such modifications or amendments that are consented in writing to by Buyer) and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

"**GAAP**" means generally accepted accounting principles in the United States.

"**Governmental Authority**" means any (a) multinational, tribal, federal, state, municipal, local or other governmental or public department, central bank, court, commission, commissioner, tribunal, board, bureau, agency or instrumentality, domestic or foreign, (b) subdivision or authority of any of the foregoing or (c) regulatory or administrative authority.

"**Hazardous Material**" means any material, substance or waste that is listed, regulated or otherwise defined as "toxic," or "hazardous," a pollutant or contaminant (or words of similar meaning) by any Environmental Law or with respect to which liability or standards of conduct are imposed under any Environmental Law because of its dangerous or deleterious properties or characteristics, including petroleum, petroleum constituents or byproducts, asbestos-containing materials, per- and polyfluoroalkyl substances, flammable substances, radioactive materials, pesticides, and polychlorinated biphenyls.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and the regulations promulgated thereunder, as amended.

"**Indebtedness**" of any Person means, without duplication, (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed, and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course), (c) all obligations of such Person under leases required to be capitalized in accordance with GAAP, (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, (e) the liquidation value of all redeemable preferred stock of such Person, (f) all obligations of the type references in clauses (a) through (e) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guaranties of such obligations, and (g) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by any Encumbrance on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"**Indirect Capital Gains Tax**" means any Taxes on indirect capital gains that are attributable to the indirect transfer of any Purchased Entity pursuant to this Agreement.

"**Intellectual Property**" means any and all intellectual property of every kind, whether protected or arising under the Laws of the United States or any other jurisdiction, including all intellectual or industrial property rights in any of the following: (a) all trademarks and service marks, and all registrations, renewals and applications therefor, and all brand names, product names, trade dress, logos, protectable distinguishing guises and indicia, slogans and other similar designations of source or origin and, in each case, all worldwide rights, title and interest associated with the foregoing, whether registered or not, in any form including abbreviation, derivation, variation, diffusion or otherwise, whether stylized or not stylized, and for all purposes and for all goods, products and services (collectively, "**Trademarks**"), (b) methods, techniques, ideas, know-how, research and development, technical data, molds, prototypes, models and designs, programs, materials, specifications, processes, inventions (patentable or unpatentable), patents, and other similar materials and improvements thereto, and all tangible embodiments of the foregoing (collectively, "**Patents**"), (c) all copyrights (registered or unregistered), works of authorship, and software (including source code, object code, operating systems and specifications), including applications and registrations thereof (collectively, "**Copyrights**"), (d) all trade secrets, confidential or proprietary business information, such as business data bases, data analytics, know-how, techniques, concepts, methods, processes, specifications, product designs, blue prints, surveys, customer reviews, customer/vendor lists, customer contact information, email lists, data bases, sales plans, formulae, reports, and other proprietary or confidential information and know-how (collectively, "**Trade Secrets**"), (e) all rights of publicity, (f) all moral and economic rights of authors, inventors, however denominated, and (g) all other intellectual property and proprietary rights recognized under the Laws of any applicable jurisdiction.

"**International Trade Laws**" means all applicable U.S. and non-U.S. laws, statutes, rules, regulations, judgments, orders (including executive orders), decrees or restrictive measures relating to economic, financial, or trade sanctions, export control, or anti-boycott measures administered, enacted, or enforced by a relevant Sanctions Authority, as well as applicable customs laws.

"**Invesco**" means Invesco Ltd., Invesco Senior Secured Management, Inc. and any of their Affiliates (including any funds, accounts or other investment vehicles advised, sub-advised, or directly or indirectly managed by them).

"**Invesco Action**" means that certain action commenced by Invesco Senior Secured Management, Inc. in the Supreme Court of the State of New York, County of New York, Index No. 656370/2023.

"**Invesco Adversary Complaint**" means the complaint to be filed by the Debtors commencing an adversary proceeding against Invesco seeking a declaratory judgment against Invesco and a temporary restraining order temporarily enjoining the continued prosecution of the Invesco Action, which shall include the filing of a motion seeking relief in the Bankruptcy Court under section 105(a) of the Bankruptcy Code.

"**Invesco Adversary Proceeding**" means the proceeding commenced by the Invesco Adversary Complaint.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge of Sellers**" means the actual knowledge of the individuals set forth on Section 1.01(a) of the Disclosure Schedules, after reasonable inquiry.

"**Law**" means any law, treaty, statute, ordinance, code, directive, decree, Order, rule or regulation of any Governmental Authority.

"**Lease**" means any lease, together with any other subleases and similar agreements under which any Seller or Purchased Entity leases, uses or occupies, or has the right to use or occupy, any Leased Real Property.

"**Leased Real Property**" means any real property leased, subleased or which a Seller or Purchased Entity has the right to use or occupy as tenant or subtenant, pursuant to a Lease.

"**Liability**" means any and all debts, liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required to be reflected in financial statements or disclosed in the notes thereto.

"**Material Adverse Effect**" means any change, effect, event, circumstance, occurrence or state of facts that, individually or in the aggregate, (a) has, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or the Assumed Liabilities, taken as a

whole, or (b) prevents or materially impairs, or would reasonably be expected to prevent or materially impair, the consummation of the transactions contemplated by this Agreement and the other Transaction Documents; provided, however, that in the case of clause (a), in no event shall any change, effect, event, circumstance, occurrence or state of facts that results from or arises out of the following be deemed to constitute, or be taken into account, in determining whether there has been, or would be, a Material Adverse Effect: (i) general changes or developments in global or national political, economic, business, monetary, financial or capital or credit market conditions or trends (including interest rates); (ii) geopolitical conditions or any outbreak or escalation of hostilities, acts of terrorism or war, civil unrest, regional, national or international emergency, or any acts of God or similar force majeure events; (iii) the failure of the financial or operating performance of any Seller or any of its respective businesses to meet any projections, forecasts, budgets estimates or predictions for any period (it being understood that the underlying cause of such failure to meet such projections, forecasts, budgets, estimates or predictions may be taken into account in determining whether a Material Adverse Effect has occurred); (iv) changes in Laws first proposed or implemented after the date hereof; (v) changes in GAAP or other accounting regulations or principles first proposed after the date hereof; (vi) any global or national health concern, epidemic, disease outbreak or pandemic (including the COVID-19 pandemic); (vii) any Law issued by a Governmental Authority requiring business closures, quarantine or sheltering-in-place or similar restrictions in connection with, or that arise out of, any epidemic, pandemic or disease outbreak (including the COVID-19 pandemic); (viii) acts taken or not taken at the specific request of, or with the written consent of, Buyer; or (ix) the Chapter 11 Cases, including (A) the Auction and any announced liquidation of Sellers or any of their respective assets, (B) any objections in the Bankruptcy Court to this Agreement or any of the transactions contemplated hereby, the reorganization of Sellers, the Bid Procedures Order or the assumption or rejection of any Purchased Contract otherwise in compliance with this Agreement, and (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries required to be taken (or not taken) to comply therewith; provided, further, that in the case of clause (i), (ii), (iv), (v), (vi) or (vii), to the extent that such impact is disproportionately adverse to the Purchased Assets or the Assumed Liabilities, taken as a whole, relative to other similarly situated businesses in the industries in which Sellers and the Purchased Entities operate, then such change, effect, event, circumstance, occurrence or state of facts may be taken into account in determining whether there has been or will be a Material Adverse Effect.

"**MLTN Opinion**" means a written, reasoned opinion, subject to customary and reasonable assumptions and representations, concluding that the relevant tax reporting position is supportable at a "more likely than not" or higher level of comfort.

"**Non-Participating Lender Adversary Complaint**" has the meaning ascribed to such term in the RSA.

"**Non-Participating Lender Adversary Proceeding**" means the proceeding commenced by the Non-Participating Lender Adversary Complaint.

"**Obligations**" has the meaning ascribed to such term in the Prepetition Super-Priority Credit Agreement.

"**Order**" means any award, writ, injunction, judgment, order, ruling, decision, subpoena, precept, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Authority.

"**Ordinary Course**" means the ordinary course of business consistent with past practice.

"**Owned Real Property**" means any real property owned in fee by any Seller or any Purchased Entity.

"**Pandemic Response Laws**" means the CARES Act, the FFCRA, and any other similar, additional, or future federal, state, local, or foreign law, or administrative guidance intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"**Permits**" means any franchises, permits, licenses, consents, certificates, clearances, approvals, exceptions, variances, permissions, filings, publications, declarations, notices, waivers, and authorizations, including permits required under Environmental Laws, of or with any Governmental Authority held, used or made by any Seller in connection with the Purchased Assets or the Assumed Liabilities.

"**Permitted Encumbrances**" means the following Encumbrances: (a) statutory Encumbrances for current Taxes, assessments or other governmental charges or levies that are not yet delinquent or that are being contested in good faith by appropriate Proceedings and for which adequate reserves have been established in accordance with GAAP or the non-payment of which is permitted or required by the Bankruptcy Code; (b) mechanics', materialmen's, repairmen's and other statutory Encumbrances incurred in the Ordinary Course, in each case for amounts not yet delinquent or that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP and which would not, individually or in the aggregate, have a material impact on the Business; (c) Encumbrances incurred or deposits made in the Ordinary Course and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security; (d) with respect to Owned Real Property or Leased Real Property, easements, declarations, covenants or rights-of-way, restrictions and similar non-monetary Encumbrances (that would be disclosed by a current survey of real property and otherwise affecting title to real property and other title defects or are otherwise filed or recorded in the applicable public records of the Owned Real Property or property subject to Leases) which do not, individually or in the aggregate, materially impair the use or occupancy of such Owned Real Property or Leased Real Property; (e) zoning ordinances, variances, conditional use permits and similar regulations, permits, approvals and conditions which do not, individually or in the aggregate, materially impair the use or occupancy of such Owned Real Property or Leased Real Property; (f) Encumbrances that will be released at the Closing with no Liability to Buyer or its Affiliates; (g) any Encumbrance granted or incurred pursuant to an Order of the Bankruptcy Court; (h) outbound Intellectual Property licenses, covenants not to sue and similar rights or licenses that are subject to Section 365(n) of the Bankruptcy Code; (i) Encumbrances of a lessor under any Lease; and (j) the Encumbrances disclosed on Section 1.01(b) of the Disclosure Schedules.

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, unincorporated organization, estate, trust, association, organization or other legal entity or group or Governmental Authority.

"**Post-Closing Tax Period**" means any Tax period beginning after the Closing Date and with respect to any Straddle Period the portion thereof beginning after the Closing Date.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the Closing Date and with respect to any Straddle Period, the portion thereof ending on the Closing Date.

"**Prepetition First Out Secured Indebtedness**" means all Obligations on account of the First-Out New Money Term Loans (as defined in the Prepetition Super-Priority Credit Agreement).

"**Prepetition Super-Priority Credit Agreement**" means that certain Super-Priority Credit Agreement, dated as of May 9, 2023, by and among Robertshaw US Holding Corp., the other borrowers party thereto, Range Parent, Inc., a Delaware corporation, as holdings, the guarantors party thereto, the lenders from time to time party thereto, and Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents, as amended pursuant to that certain Amendment No. 1 to Super-Priority Credit Agreement dated as of October 5, 2023, that certain Amendment No. 2 to Super-Priority Credit Agreement and First Amendment to Pledge and Security Agreement dated as of October 13, 2023, that certain Amendment No. 3 to Super-Priority Credit Agreement dated as of November 8, 2023, that certain Amendment No. 4 to Super-Priority Credit Agreement dated as of November 13, 2023, and that certain Amendment No. 5 to Super-Priority Credit Agreement dated as of December 8, 2023, and as further amended, supplemented, restated, replaced or otherwise modified from time to time.

"**Proceedings**" means any legal, governmental or regulatory suits, proceedings, arbitrations or actions, related to Liabilities, preference actions and preferential transfers, Contracts, debts, breaches of fiduciary duties, accounts, bills, covenants, agreements, damages, judgments, third-party Claims, counterclaims, and cross-claims, whether reduced to judgment or not reduced to judgment, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereinafter arising, in law or equity or otherwise.

"**Property Taxes**" means real, personal and intangible ad valorem property Taxes that are imposed on a periodic basis.

"**Receivables**" means all receivables (including accounts receivable, loans receivable and advances) arising from or related to the Business or Purchased Assets.

"**RSA**" means the Restructuring Support Agreement, dated as of February 14, 2024, among Sellers, the Consenting First Lien Lenders (as defined therein) and its Sponsor (as defined therein).

"**RSA Termination Event**" means an event described in Section 7 of the RSA which results in the termination of the RSA.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement.

"**Sale Order**" means an Order by the Bankruptcy Court, in form and substance acceptable to Buyer and Sellers, among other things, (a) approving this Agreement, (b) authorizing the sale of the Purchased Assets to Buyer pursuant to Section 363 of the Bankruptcy Code, pursuant to the terms and conditions set forth herein, free and clear of any Encumbrances (other than Permitted Encumbrances), (c) authorizing the assumption by, and assignment to, Buyer of the Purchased Contracts and the Assumed Liabilities pursuant to Section 365 of the Bankruptcy Code and (d) authorizing the other transactions contemplated by this Agreement.

"**Sanctioned Jurisdiction**" means a country or territory which is, or during the past five (5) years has been, the subject or target of comprehensive U.S. sanctions.

"**Sanctioned Person**" means a Person (a) identified on the United States' Specially Designated Nationals and Blocked Persons List, the United States' Denied Persons List, Entity List or Debarred Parties List, the United Nations Security Council Sanctions List, the European Union's List of Persons, Groups and Entities Subject to Financial Sanctions, the United Kingdom's Consolidated List of Financial Sanctions Targets, or any other similar list maintained by any Sanctions Authority having jurisdiction over the parties to this Agreement; (b) located, organized or resident in a Sanctioned Jurisdiction or (c) owned, fifty percent (50%) or more, individually or in the aggregate by, controlled by, or acting on behalf of a Person described in clause (a) or (b) above.

"**Sanctions Authority**" means the United States government, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce, the United Nations Security Council, the European Union, any Member State of the European Union and the competent national authorities thereof, the United Kingdom, the Office of Financial Sanctions Implementation of His Majesty's Treasury, the Export Control Joint Unit of the UK Department of International Trade, and any other relevant governmental, intergovernmental or supranational body, agency or authority with jurisdiction over the parties to this Agreement.

"**Seller Plan**" means each (i) "employee benefit plan" as defined in Section 3(3) of ERISA, whether or not subject to ERISA, (ii) end of service or severance, termination protection, retirement, pension, profit sharing, deferred compensation, phantom, equity or equity-based, health or welfare, employment, independent contractor, vacation, change in control, transaction, retention, bonus or other incentive, fringe benefit, paid time off or similar plan, agreement, arrangement, program or policy, or (iii) other plan, Contract, policy or arrangement providing compensation or benefits, in each case whether or not written, in the case of clauses (i)-(iii), that is sponsored, maintained, administered, contributed to or entered into by any Seller or any Subsidiary of any Seller, for the benefit of any of its current or former Service Providers.

"**Service Provider**" means a director, officer, employee or individual independent contractor.

"**Software**" means any and all computer programs, software (in object and source code), firmware, middleware, applications, APIs, web widgets, code and related algorithms, models and methodologies, files, documentation and all other tangible embodiments thereof.

"**Subsidiary**" means, with respect to any Person, another Person in which such Person beneficially owns, directly or indirectly, capital stock or other equity securities representing more than fifty percent (50%) of the outstanding voting stock or other equity interests.

"**Systems**" means servers, hardware systems, databases, circuits, networks and other computer and telecommunications assets and equipment.

"**Tax**" means all federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, escheat, unclaimed property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding tax, profits, lease, service, recording, documentary, filing, permit or authorization, gains, import, export, intangibles, or any other taxes, fees, assessments or charges of any kind whatsoever in the nature of a tax including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, and including (i) any obligation or Liability to pay the Tax of another Person under Law or as a transferee or successor and (ii) any Liability for the payment of any Tax as a result of being a member of a consolidated, combined, unitary or affiliated group that includes any other Person.

"**Tax Return**" means any report, return, election, extension or similar document (including declarations, disclaimers, notices, disclosures, estimates, claims (including claims for refunds), real property transfer tax returns, information returns, schedules or any related or supporting information) filed or required to be filed with respect to Taxes with any Governmental Authority or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws or administrative requirements relating to any Tax.

"**Tax Sharing Agreements**" means all Tax sharing, allocation, indemnification or similar agreements that provide for the allocation, apportionment, sharing or assignment of any Tax Liability.

"**Transaction Document**" means this Agreement, the Assignment and Assumption Agreements, the Bills of Sale, the Assignment of Patents, the Assignment of Trademarks and any other agreements, instruments or documents entered into pursuant to, or as contemplated by, this Agreement.

"**Transfer Taxes**" means any sales, use, purchase, direct or indirect real property, ad valorem, value added (including VAT), filing, permit or authorization, leasing, license, lease, severance, fixed asset, documentary, stamp, property transfer or gains, registration, intangible, conveyance, recording or similar Tax (including, for certainty, harmonized sales tax and land transfer tax) and any recording costs or fees, however styled or designated, or other similar amounts in the nature of transfer Taxes payable in connection with the sale or transfer of the Purchased Assets contemplated by this Agreement or any other Transaction Document. For the avoidance of doubt and notwithstanding anything to the contrary, Transfer Taxes shall not include any income Taxes or Indirect Capital Gains Taxes.

"**Treasury Regulations**" means the United States income tax regulations, including temporary regulations and, to the extent taxpayers are permitted to rely on them, proposed regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988 and all similar state and local Laws.

"**Websites**" means all Internet websites, including content, text, graphics, images, audio, video, data, databases, Software and related items included on or used in the operation of and maintenance thereof, and all documentation, ASP, HTML, DHTML, SHTML, and XML files, cgi and other scripts, subscriber data, archives, and server and traffic logs and all other tangible embodiments related to any of the foregoing.

"**Wind-Down Budget**" has the meaning set forth in the RSA.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreement	Preamble
Allocation Schedule	Section 2.07
Assignment and Assumption Agreements	Section 2.08(a)(i)
Assignment of Patents	Section 2.08(a)(iii)
Assignment of Trademarks	Section 2.08(a)(iii)
Assumed Liabilities	Section 2.02
Assumed Plans	Section 2.01(i)
Balance Sheet Date	Section 3.05(a)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bankruptcy Period	Section 12.05
Bills of Sale	Section 2.08(a)(ii)
Buyer	Preamble
Buyer Benefit Plan	Section 7.05(a)
Buyer Designee	Section 2.01
Buyer Released Parties	Section 7.16(a)
Buyer Releasor	Section 7.16(b)
Chapter 11 Cases	Recitals
Closing	Section 2.08
Closing Date Payment	Section 2.06
Closing Payroll Period	Section 7.05(b)
Contested Reporting Position	Section 7.06(a)
Contract & Cure Update Schedule	Section 2.05(a)
Cooperation Date	Section 7.06(g)
Credit Bid	Section 2.06
D&O Indemnified Person	Section 7.17(a)
D&O Tail Policy	Section 7.17(a)
Debtors	Preamble

Disputed Amount Contract	Section 2.05(e)
End Date	Section 10.01(b)
Excluded Assets	Section 2.03
Excluded Contracts	Section 2.03(c)
Excluded Liabilities	Section 2.04
Excluded Plans	Section 2.03(f)
Excluded Records	Section 2.03(b)
Financial Statements	Section 3.05(a)
G Reorganization	Section 11.01(a)
G Reorganization Election	Section 11.01(a)
Initial Allocation Methodology	Section 7.06(g)
Interim Financial Statements	Section 3.05(a)
Inventory	Section 2.01(g)
Later Excluded Assets	Section 2.01
Later Excluded Contract	Section 2.05(a)
Latest Balance Sheet Date	Section 3.05(a)
Material Contracts	Section 3.09(a)
Material Customers	Section 3.19(a)
Material Suppliers	Section 3.19(b)
Non-Recourse Parties	Section 12.13
Offered Employee	Section 7.05(a)
Original Contract & Cure Schedule	Section 2.05(a)
Party or Parties	Preamble
Permit Approvals	Section 7.03(b)
Personal Information	Section 3.24(a)
Petition Date	Recitals
Pre-Closing Severance Obligations	Section 2.02(c)
Privacy Laws	Section 3.24(a)
Privacy Requirements	Section 3.24(a)
Purchase Price	Section 2.06
Purchased Assets	Section 2.01
Purchased Entity or Purchased Entities	Section 2.01(f)
Purchased Contracts	Section 2.01(a)
Purchased Intellectual Property	Section 2.01(e)
Purchased Shares	Section 2.01(f)
Released Parties	Section 7.16(b)
Renewal Period	Section 10.01(b)
Representatives	Section 7.16(a)
Retained Cash	Section 2.06
Seller or Sellers	Preamble
Seller Released Parties	Section 7.16(b)
Seller Releasor	Section 7.16(a)
Seller Parent	Preamble
Service Provider Cash	Section 2.03(h)
Straddle Period	Section 7.06(a)
Surviving Post-Closing Covenants	Section 9.01

Title IV Plans	Section 3.14(d)
Transfer Consent	Section 2.05(c)
Transferred Employee	Section 7.05(a)
Transition Employees	Section 7.02(c)
Transition Period	Section 7.02(c)
Wind-Down	Section 7.14
Wind-Down Amount	Section 2.06
Wind-Down Returns	Section 7.06(a)

SECTION 1.02 *Construction*. In construing this Agreement, including the Exhibits and Schedules hereto, the following principles shall be followed: (a) the terms "herein," "hereof," "hereby," "hereunder" and other similar terms refer to this Agreement as a whole and not only to the particular Article, Section or other subdivision in which any such terms may be employed unless otherwise specified; (b) except as otherwise set forth herein, references to Articles, Sections, Disclosure Schedules, Schedules and Exhibits refer to the Articles, Sections, Disclosure Schedules, Schedules and Exhibits of this Agreement, which are incorporated in and made a part of this Agreement; (c) a reference to any Person shall include such Person's successors and assigns; (d) the word "includes" and "including" and their syntactical variants mean "includes, but is not limited to" and "including, without limitation," and corresponding syntactical variant expressions; (e) a defined term has its defined meaning throughout this Agreement, regardless of whether it appears before or after the place in this Agreement where it is defined, including in any Schedule; (f) the word "dollar" and the symbol "$" refer to the lawful currency of the United States of America; (g) unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa; (h) the words "to the extent" shall mean "the degree by which" and not "if"; (i) the word "will" will be construed to have the same meaning and effect as the word "shall," and the words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive; (j) where a word is defined herein, references to the singular will include references to the plural and vice versa; (k) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless Business Days are expressly specified; (l) any reference to any Contract will be a reference to such Contract, as amended, modified, supplemented or waived; (m) any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance; (n) references to "written" or "in writing" include in electronic form; (o) the headings contained in this Agreement and the other Transaction Documents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and the other Transaction Documents; (p) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; and (q) the word "or" shall not be exclusive.

ARTICLE 2

PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale*. Subject to the entry of the Sale Order and upon the terms and subject to the conditions of this Agreement and the Sale Order, on the Closing Date, Sellers shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer or one or more Affiliates of Buyer or an entity designated by Buyer (a "**Buyer Designee**"), and Buyer shall, and shall cause its Buyer Designees (if any) to, purchase, acquire and accept from Sellers, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Sellers' right, title and interest in the properties, interests, rights and other assets of Sellers as of the Closing of every kind and nature, whether tangible or intangible (including goodwill), real, personal or mixed, known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP or specifically referred to in this Agreement, including any such properties, rights, interests, and other assets acquired by Sellers after the date hereof and prior to the Closing in accordance with Section 5.01, including the following properties, rights, interests and other assets of Sellers (collectively, the "**Purchased Assets**" and, for the avoidance of doubt, the transfer of the Purchased Shares held by any Seller to Buyer or a Buyer Designee will constitute the transfer of any assets owned by such Purchased Entity and such assets shall not be separately transferred other than as required by applicable Law), other than the Excluded Assets, which, notwithstanding the foregoing provisions of this Section 2.01 to the contrary, will remain, as applicable, the assets, properties, interests and rights of Sellers and their Affiliates:

(a) subject to Section 2.05, all Contracts (including Leases to which a Seller is a Party with respect to Leased Real Property and licenses and other Contracts with respect to Intellectual Property), including (i) any confidentiality or non-disclosure agreements executed by any Person for the benefit of any Seller to the extent relating to the Purchased Assets or the Assumed Liabilities and (ii) all purchase orders (collectively, the "**Purchased Contracts**");

(b) (i) the Owned Real Property set forth on Section 2.01(b)(i) of the Disclosure Schedules and (ii) the Leased Real Property set forth on Section 2.01(b)(ii) of the Disclosure Schedules, in each case, together with any buildings, fixtures and improvements located on or attached to such real property, and all rights arising therefrom, and all tenements, hereditaments, appurtenances and other real property rights appertaining thereto;

(c) all tangible assets, including machinery, equipment, computers, information management systems (including software and hardware related thereto), telephone systems, supplies and other tangible personal property owned by any Seller, including any such personal property of a Seller located at any Owned Real Property or Leased Real Property and any such property on order to be delivered to any Seller;

(d) all warranties, indemnities or guaranties from any Person with respect to any Purchased Asset, including any item of real property, personal property or equipment;

(e) all Intellectual Property owned by Sellers that is used or held for use by Sellers in the conduct of the Business, including the Intellectual Property set forth on Section 2.01(e) of the Disclosure Schedules (the "**Purchased Intellectual Property**");

(f) all of Sellers' interests (the "**Purchased Shares**") in the Persons listed in Section 2.01(f) of the Disclosure Schedules (each, a "**Purchased Entity**," and collectively, the "**Purchased Entities**");

(g) all inventory, including raw and packing materials, work-in-progress, finished goods, supplies, parts and similar items related to, used or held for use in connection with the Business (the "**Inventory**");

(h) to the extent permitted by applicable Law without the consent of any applicable Service Provider, all rights of Sellers under non-disclosure or confidentiality, invention assignment, work made for hire, non-compete, or non-solicitation agreements with current or former Service Providers of any Seller;

(i) all of the Seller Plans other than Excluded Plans (the "**Assumed Plans**"), all funding arrangements related thereto (including all assets, trusts, insurance policies and administrative service Contracts related thereto), and all rights and obligations thereunder;

(j) all Permits (to the extent transferable to Buyer pursuant to applicable Law);

(k) all Cash and Cash Equivalents (other than Retained Cash, if any, and Service Provider Cash);

(l) all bank accounts of Sellers (other than any account designated by Seller Parent to Buyer prior to the Closing which shall be retained solely for the purposes of the Wind-Down);

(m) all deposits, credits, prepaid expenses, deferred charges, advance payments, refunds, rights of set-off, rights of recovery, security deposits, prepaid items and duties related to the Purchased Assets (including Purchased Contracts);

(n) all accounts receivable, notes, negotiable instruments and chattel paper owned or held, together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto, and other amounts receivable from any Person, whether or not in the Ordinary Course;

(o) all insurance policies relating to the Purchased Assets or the Assumed Liabilities, and all rights and benefits of any nature of Sellers with respect thereto (including any claims arising under such policies and all credits, premium refunds, proceeds, causes of action or rights thereunder);

(p) all director and officer insurance policies (including, for the avoidance of doubt, all current and prior director and officer insurance policies, including, and all rights and benefits of any nature of Sellers with respect thereto (including any claims arising under such policies and all credits, premium refunds, proceeds, causes of action or rights thereunder); provided, however, that the D&O Policy shall only be included as a Purchased Asset to the extent that (i) Seller Parent

notifies Buyer in writing prior to Closing that it will be so included and (ii) such inclusion does not adversely affect the availability or terms and conditions of coverage thereunder;

(q) all confidentiality, non-competition, non-solicitation or similar agreements entered into by any Seller or any of its representatives in connection with a sale of any Seller, any Purchased Asset (including any Purchased Entity) or any Assumed Liabilities;

(r) all rights against any Person (including (i) customers, suppliers, vendors, lessors, lessees, licensees, or licensors of any Seller and (ii) Buyer, Buyer's Affiliates, Sellers or Sellers' Affiliates or any of its or their respective directors, officers, members, partners, shareholders, managers, advisors or representatives) arising under or related to any Purchased Contract, other Purchased Asset (including any use, ownership, possession, operation, sale or lease thereof) or Assumed Liability or the operation or conduct of the Business, including Proceedings, Claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds, rights of set off, rights of recovery (including rights to insurance proceeds), rights of subrogation, rights of recoupment, rights under or with respect to express or implied guarantees, warranties, representations, covenants, indemnities, exculpation, advancement, reimbursement of expenses or contract renewal rights and other similar rights, in each case, whether direct or derivative, known or unknown, liquidated or unliquidated, contingent or otherwise;

(s) all avoidance, recovery, subordination claims or causes of action of any Seller under Sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code or under applicable Law, and the proceeds of such claims and causes of action;

(t) all goodwill related to the Purchased Assets (including the goodwill associated with the Trademarks and other Intellectual Property included in the Purchased Assets); and

(u) other than the Excluded Records, all of each Seller's and its Subsidiaries' current or historical written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, Tax Returns (including all related schedules, workpapers and other material supporting information), ledgers, journals, title policies, customer lists, supplier lists, vendor lists, price lists, mailing lists, invoices, shipping records, standard forms of documents, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, *etc.*), user documentation (installation guides, user manuals, training materials, release notes, working papers, *etc.*), marketing documentation (catalogs, sales brochures, flyers, pamphlets, web pages, *etc.*), consulting materials, opinions and other documents commissioned by or on behalf of any Seller or its Subsidiaries, development, quality control, quality assurance, regulatory, records and other regulatory documents, all personnel and employment records for the Transferred Employees or any individual independent contractors of any Seller or its Subsidiaries, and other books and records of Sellers and any rights thereto owned by any Seller, in each case whether stored in hard copy form or on electronic, magnetic, optical or other media.

At any time but in any event no later than two (2) Business Days prior to the Bid Deadline (as defined in the Bidding Procedures Motion), Buyer may, in its sole discretion, by written notice to the Seller Parent, and following good faith consultation with the Seller Parent, designate any of the Purchased Assets as additional Excluded Assets (other than in respect of a Purchased Contract, which shall be governed by Section 2.05(a)), which notice shall set forth in reasonable detail the Purchased Assets so designated ("**Later Excluded Assets**"); provided that the Wind-Down Budget and the Wind-Down Amount may be increased with respect to such Later Excluded Asset and any Liabilities arising therefrom; provided, further, that in no event shall any Purchased Shares be deemed a Later Excluded Asset without the prior written consent of Sellers (not to be unreasonably withheld). Notwithstanding any other provision hereof to the contrary, but subject to the provisions of this paragraph, the Liabilities of Sellers under or related to any Purchased Asset designated as an Excluded Asset pursuant to this paragraph will constitute Excluded Liabilities. The Parties acknowledge and agree that there will be no reduction in, or increase to, the Purchase Price as a result of any addition or elimination of any asset as a Purchased Asset unless otherwise agreed in the Wind-Down Budget.

SECTION 2.02 *Assumed Liabilities*. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of the Closing, to assume the following Liabilities, and only such Liabilities, of Sellers (the "**Assumed Liabilities**"):

(a) all Liabilities, including Environmental Liabilities, relating to or arising out of the ownership or operation of the Purchased Assets by Buyer solely for periods following the Closing;

(b) all Cure Costs to the extent they have not been paid on or before the Closing;

(c) all Liabilities with respect to the Assumed Plans (other than any obligation to pay severance under any Assumed Plan that is a severance plan, policy or arrangement to a former employee of any Seller with respect to a termination of employment prior to the Closing ("**Pre-Closing Severance Obligations**"));

(d) all Employee Liabilities with respect to Transferred Employees arising on or after the Closing;

(e) the Liabilities assumed by Buyer pursuant to Section 7.05;

(f) all Liabilities of each Seller relating to or arising out of the Purchased Contracts, solely following the Closing and not to the extent relating to or arising out of any breach or default thereof or other activities on or prior to the Closing; provided that the foregoing shall not limit Buyer's obligation to assume Cure Costs pursuant to Section 2.02(b) or assume any other Liability necessary to assume such Purchased Contract;

(g) all (i) allowed and unpaid post-Petition Date accrued trade and non-trade payables, (ii) open purchase orders existing as of the Closing Date (except any purchase order entered into in connection with, or otherwise governed by, any Excluded Contract) (excluding any Liabilities arising out of default or breach thereof by any Seller), (iii) Liabilities arising under drafts or checks outstanding at Closing and (iv) all Liabilities arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, but in each case, to the extent (and solely to the extent) (y) incurred in the Ordinary Course and otherwise in compliance with

the terms and conditions of this Agreement (including Section 5.01) and (z) not arising under or otherwise relating to any Excluded Asset;

(h) all liabilities for Property Taxes allocable to any Post-Closing Tax Period and Transfer Taxes payable by Buyer pursuant to Section 7.06(f);

(i) any liability to indemnify, reimburse or advance amounts to any present officer, director, employee or agent of any Seller (including with respect to any breach of fiduciary obligations by any such party); and

(j) all Claims arising prior to the Petition Date that are owed by any Debtor or Purchased Entity to any other Debtor, which Claims may be reinstated, set off, settled, distributed, contributed, cancelled and released without any distribution on account of such Claims, or such other treatment as is determined by the Required Consenting Lenders and the Sellers.

SECTION 2.03 *Excluded Assets*. Notwithstanding any provision in this Agreement to the contrary, Sellers shall not be deemed to sell, transfer, assign, convey or deliver, and Sellers will retain all right, title and interest to, in and under the following assets, properties, interests and rights of Sellers (whether owned, licensed, leased or otherwise) (the "**Excluded Assets**"):

(a) the organizational documents, corporate records and minute books, in each case to the extent solely pertaining to the organization, existence or capitalization of Sellers;

(b) any (i) records, documents or other information solely to the extent relating to any current or former Employee who is not or does not become a Transferred Employee and any materials to the extent containing information about any Employee, disclosure of which would violate applicable Law, and (ii) all attorney-client privilege and attorney work-product protection of Sellers or associated with their businesses solely to the extent arising with respect to legal counsel representation of Sellers or their Affiliates or their businesses in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents (such documents described in clauses (i) and (ii), collectively, the "**Excluded Records**");

(c) subject to Section 2.05, any Contract that is not a Purchased Contract (collectively, the "**Excluded Contracts**");

(d) all rights, claims or causes of action that accrue or will accrue to any Seller or any of their Subsidiaries pursuant to this Agreement or any of the other Transaction Documents;

(e) other than the Purchased Shares, all shares of capital stock or other equity interests of any Seller or any Subsidiary of any Seller;

(f) any Seller Plans set forth on Section 2.03(f) of the Disclosure Schedules (the "**Excluded Plans**" which such Excluded Plans include, in all events, all equity incentive and other long-term incentive plans and grants thereunder), together with all funding arrangements related thereto (including all assets, trusts, insurance policies and administrative service Contracts related thereto), and all rights and obligations thereunder;

(g) all Retained Cash (if any) and the Wind-Down Amount;

(h) all Cash and Cash Equivalents held in the accounts of the Debtors or in escrow for the benefit of professional service providers to the bankruptcy estate of the Debtors ("**Service Provider Cash**");

(i) all proceeds received from the sale or liquidation of any other Excluded Assets; and

(j) any deposits, escrows, surety bonds or other financial assurances and any cash or cash equivalents securing any surety bonds or financial assurances, in each case, to the extent solely relating to the Excluded Assets or the Excluded Liabilities.

SECTION 2.04 *Excluded Liabilities*. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume, or undertake any contractual obligation hereunder to pay, perform or discharge, or be liable hereunder for, any Liabilities of any Seller, of whatever nature, whether presently in existence or arising hereafter, whether or not related to the Business or the Purchased Assets, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, matured or unmatured, direct or indirect, and however arising, whether existing prior to or on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities, and Sellers shall retain and shall not contractually assign or otherwise transfer to Buyer, any other Liabilities of Sellers (other than the Assumed Liabilities), including the following (collectively, the "**Excluded Liabilities**"):

(a) all Liabilities for or in respect of Excluded Taxes;

(b) all Liabilities arising under any Excluded Contract;

(c) except to the extent of any Liabilities expressly assumed pursuant to Section 2.02(f) or Section 2.02(g), all Liabilities of Sellers for Indebtedness, including any intercompany Indebtedness among Sellers;

(d) all Employee Liabilities, other than (i) any Liabilities assumed by Buyer under Section 7.05 and (ii) Employee Liabilities (A) arising under or with respect to any Assumed Plan (excluding Pre-Closing Severance Obligations) or (B) relating to the employment or termination of employment of, or otherwise with respect to, any Employee of any Seller who is a Transferred Employee arising on or after the Closing;

(e) all Liabilities arising out of, relating to or with respect to any Excluded Plan, if any;

(f) all Liabilities arising in connection with any violation of any applicable Law (by Sellers) relating to the period prior to the Closing;

(g) all Liabilities of Sellers arising under or pursuant to any Environmental Laws due to Sellers' ownership, operation, leasing or use of any real property, whether or not used in the Ordinary Course, including any Environmental Liabilities of Sellers either for noncompliance with any Environmental Laws (including the release of Hazardous Materials) or remediation of any release of Hazardous Materials, in each case, only to the extent arising as a result of any act, omission, or circumstances taking place on or prior to the Closing, whether known or unknown as of the Closing;

(h) all Liabilities arising out of, relating to or with respect to any Order or Proceeding or threatened Proceeding involving, against or affecting any Purchased Asset, the Business, any Seller, or any assets or properties of any Seller (i) commenced, filed, initiated or threatened in writing as of the Closing or (ii) relating to facts, events or circumstances arising or occurring prior to the Closing;

(i) all claims for product liability or under warranties associated with the Business or Purchased Assets or otherwise (whether known or unknown, and whether recorded or reported), relating to facts, events or circumstances arising or occurring before the Closing;

(j) all Liabilities relating to an Excluded Asset, whether arising prior to or after the Closing Date; and

(k) all other Liabilities of Sellers that are not expressly included as Assumed Liabilities.

SECTION 2.05 *Assignment of Contracts and Rights*.

(a) Sellers shall deliver to Buyer a schedule that contains a substantially complete list of each Contract of Sellers and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (the "**Original Contract & Cure Schedule**") within thirty (30) days of the date of this Agreement, which Original Contract & Cure Schedule shall be served on the counterparties to each such Contract in accordance with the Bid Procedures Order. From the date on which such Original Contract & Cure Schedule is provided to Buyer through (and including) the date which is five (5) days prior to the Closing Date, promptly following any changes to the information set forth on the Original Contract & Cure Schedule (including any new Contracts to which any Seller becomes a party and any change in the Cure Cost of any Contract), or as reasonably requested by Buyer, Sellers shall use commercially reasonable efforts to provide Buyer with a schedule that updates and corrects such information (as such schedule may be amended, supplemented or otherwise modified from time to time prior to the Closing Date in accordance with the terms of this Agreement, the "**Contract & Cure Update Schedule**"). Sellers shall use commercially reasonable efforts to verify all Cure Costs for each Purchased Contract and shall, in consultation with and subject to the consent of Buyer, use commercially reasonable efforts to establish proper Cure Costs for each Purchased Contract prior to the Closing Date. At any time but in any event no later than two (2) Business Days prior to the Bid Deadline (as defined in the Bidding Procedures Motion), Buyer may, by written notice to Seller Parent, and following good faith consultation with Seller Parent, add or eliminate any Contract (including any Lease) as a Purchased Contract (any such eliminated contract, a "**Later Excluded Contract**"). Automatically upon the addition of any Contract as a Purchased Contract in accordance with this Section 2.05(a), such Contract will constitute a Purchased Asset and will be assigned to Buyer under, and in accordance with the terms of, this Agreement at Closing (and, if applicable, will cease to constitute an Excluded Asset). Automatically upon the elimination of any Contract as a Purchased Contract in accordance with this Section 2.05(a), such Contract will constitute an Excluded Asset and will not be assigned to Buyer, and no Liabilities arising thereunder or relating thereto shall be assumed by Buyer. The Parties acknowledge and agree that, unless otherwise agreed between the Parties, there will be no reduction in, or increase to, the Purchase Price as a result of any addition or elimination of any Contract as a Purchased Contract; provided, however, that any such addition or

elimination may increase or decrease (as applicable) the extent of the Assumed Liabilities, Purchased Assets or Excluded Contracts.

(b) Sellers and Buyer shall use commercially reasonable efforts to take all actions required to assign the Purchased Contracts to Buyer, including taking all actions reasonably required to facilitate any negotiations with the counterparties to such Purchased Contracts and to obtain an Order containing a finding that the proposed assumption and assignment of the Purchased Contracts to Buyer satisfies all requirements of Section 365 of the Bankruptcy Code.

(c) Except as to Purchased Contracts assigned pursuant to Section 365 of the Bankruptcy Code, this Agreement shall not constitute an agreement to contribute, transfer, assign or deliver any Purchased Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted contribution, transfer, assignment, or delivery thereof without the consent of a third party or Governmental Authority (each, a "**Transfer Consent**"), would conflict with, violate, constitute a breach or default under any related Contract or violate any applicable Law. If such Transfer Consent is not obtained or such assignment is not attainable pursuant to Section 365 of the Bankruptcy Code, to the extent permitted and subject to any approval of the Bankruptcy Court that may be required, Seller Parent and Buyer will reasonably cooperate in a mutually agreeable arrangement (at Buyer's cost and expense) under which Buyer would obtain the claims, rights or benefits and assume the obligations thereunder in accordance with this Agreement without any further additional consideration; provided, however, that subject to Buyer receiving the claims, rights or benefits of, or under, the applicable Purchased Asset under any such arrangement, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform, all payment and other obligations under such Purchased Asset (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Purchased Asset had been assigned or transferred at the Closing. For the avoidance of doubt, the failure to obtain any Transfer Consent with respect to any Purchased Asset shall not delay the Closing; provided that, from and after the Closing, Seller Parent and Buyer shall use commercially reasonable efforts (at Buyer's cost and expense) to obtain such Transfer Consent with respect to such Purchased Asset. Notwithstanding the foregoing, Sellers' obligations under this Section 2.05(c) shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation, or limit their ability to close the Chapter 11 Cases, after the Closing. Sellers' obligations under this Section 2.05(c) shall terminate upon the Cut-Off Date; provided that if the Transfer Consent in respect of a Purchased Asset has not been obtained by the Cut-Off Date, then following written notice by Buyer prior to the Cut-Off Date, and with the prior written consent of Sellers, Sellers shall use their commercially reasonable efforts to ensure that Buyer shall (at Buyer's cost and expense) continue to have the benefit of this Section 2.05(c) following the Cut-Off Date; provided that the obligations of each Seller under this Section 2.05(c) shall expire upon the completion of the Wind-Down of such Seller. Upon obtaining any such Transfer Consent with respect to the applicable Purchased Asset after the Closing, such Purchased Asset shall promptly be transferred and assigned to Buyer or a Buyer Designee in accordance with the terms of this Agreement, the Sale Order, and the Bankruptcy Code without any further additional consideration. Buyer may request, in its reasonable business judgment, certain modifications and amendments to any Contract as a condition to such Contract being designated as a Purchased Contract, and Sellers shall use their commercially reasonable efforts to obtain such modifications or amendments.

(d) At Closing, pursuant to the Sale Order and the Assignment and Assumption Agreements, Sellers shall assign or cause to be assigned to Buyer (the consideration for which is included in the Purchase Price) each of the Purchased Contracts that is capable of being assigned.

(e) If any Contract requires the payment of Cure Costs in order to be assumed pursuant to Section 365 of the Bankruptcy Code, and such Cure Costs are undetermined on the Closing Date because a non-Seller counterparty to such Contract proposed Cure Costs in an amount that is different from the amount of Cure Costs proposed by Sellers and such difference will not be resolved prior to the Closing Date (each such Contract, a "**Disputed Amount Contract**"), then Sellers shall provide Buyer, not less than three (3) days prior to the Closing Date, with a schedule that lists each such Disputed Amount Contract and the amount of Cure Costs that has been proposed by each such non-Seller counterparty; provided that Sellers shall agree to any Cure Costs for any Contract irrevocably designated by Buyer in writing as a Purchased Contract if instructed to do so by Buyer. If Sellers, with the consent of Buyer, and the non-Seller counterparty with respect to any Disputed Amount Contract, are unable to agree on Cure Costs for such Disputed Amount Contract within five (5) Business Days following the Closing Date, solely upon Buyer's written request, Sellers shall, at the expense of Buyer, seek to have the amount of Cure Costs related to such Disputed Amount Contract determined by the Bankruptcy Court. Upon final determination of such Cure Costs, Buyer may elect to re-designate such Purchased Contract as an Excluded Contract. If such Purchased Contract is not so re-designated, (x) the applicable Sellers shall promptly take such steps as are reasonably necessary, including, if applicable and reasonably practicable, promptly on delivery of no less than five (5) Business Days' notice to the non-Seller counterparty to such Contract, to cause such Contract to be assumed by the applicable Seller and assigned to Buyer, including by executing and delivering to Buyer an Assignment and Assumption Agreement with respect to such Purchased Contract, and (y) Buyer shall pay the Cure Costs with respect to such Purchased Contract either (i) concurrently with Sellers' assumption and assignment thereof to Buyer or (ii) as agreed in writing by Buyer and the applicable counterparty to such Purchased Contract, and execute and deliver to the applicable Sellers an Assignment and Assumption Agreement with respect to such Purchased Contract. Notwithstanding the foregoing, if, following the Closing, it is discovered that a Contract that should have been listed on the Original Contract & Cure Schedule or any Contract & Cure Update Schedule was not so listed, Sellers shall, to the extent Sellers are still debtors-in-possession in the Chapter 11 Cases, promptly following the discovery thereof, notify Buyer in writing of any such Contract and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any such Contract, the amount of such Cure Cost shall be designated for such Contract as "$0.00"), and upon Buyer's request, take all actions reasonably required to assume and assign to Buyer such Contract, provided that Buyer shall pay the applicable Cure Cost.

SECTION 2.06 *Purchase Price*. On the terms and subject to the conditions contained herein, the aggregate consideration for the Purchased Assets (the "**Purchase Price**") shall consist of (a) a credit bid pursuant to Section 363(k) of the Bankruptcy for (i) all DIP Obligations, including any and all costs, fees, expenses, premiums and other amounts under the DIP Credit Agreement and (ii) $217,000,000 of the obligations (including costs, fees, expenses, premiums and other amounts) under the Prepetition First Out Secured Indebtedness (the "**Credit Bid**"), (b) an amount in cash (the "**Closing Date Payment**") equal to (i) the Wind-Down Budget (the "**Wind-Down Amount**") and (ii) the Additional Sale Consideration (as defined in the Sale Order), and (c) the

assumption of the Assumed Liabilities; provided, however, that Buyer reserves the right, in its sole discretion, to increase the Purchase Price (including any component thereof), subject to the Bid Procedures Order and applicable Law. At the Closing, in lieu of paying all or any portion of the Wind-Down Amount or the Additional Sale Consideration, Buyer may, by delivery of a written notice to Seller Parent no later than three (3) Business Days prior to the Closing Date, instruct Sellers to retain a portion of (but not to exceed) the cash actually held at the Closing by Sellers in an amount set forth in such written notice (any such cash retained by Sellers, "**Retained Cash**") and such Retained Cash shall reduce, on a dollar-for-dollar basis, the Wind-Down Amount and the Additional Sale Consideration to be paid by Buyer at the Closing.

SECTION 2.07 *Purchase Price Allocation*. Unless the transaction qualifies as a G Reorganization in accordance with and pursuant to Article 11, the Parties agree to allocate for applicable Tax purposes (and, as applicable, to cause their Affiliates to allocate for Tax purposes) the Purchase Price and any other amounts, in each case, to the extent properly treated as consideration for applicable Tax purposes by the Parties among the Purchased Assets in accordance with the following procedures and, to the extent applicable, in accordance with the applicable provisions of the Code and the Treasury Regulations promulgated thereunder. No later than sixty (60) days after the Closing Date, Buyer shall deliver to Sellers a schedule allocating the amounts treated as consideration for U.S. federal income tax purposes (i) among Sellers and (ii) among the Purchased Assets (the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final unless Sellers notify Buyer in writing that Sellers object to one or more items reflected in the Allocation Schedule within fifteen (15) Business Days after delivery of the Allocation Schedule to Sellers. In the event of any such objection, Buyer and Seller Parent shall negotiate in good faith to resolve such dispute and, if any such dispute cannot be resolved within thirty (30) days from delivery of the notice of disagreement by Seller Parent to Buyer, such dispute shall be submitted to a mutually agreed nationally recognized accounting firm. If Buyer and the Sellers reach an agreement regarding the Allocation Schedule, the Parties shall file all income Tax Returns reporting the transactions contemplated hereby, including Form 8594 (Asset Acquisition Statement under Code Section 1060), in a manner consistent with the Allocation Schedule and shall not take any position inconsistent therewith upon examination of any income Tax Return, in any income Tax refund claim, in any Action related to income Taxes, or otherwise, in each case, except to the extent otherwise required by a "determination" within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable state, local or non-U.S. Law).

SECTION 2.08 *Closing*. The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place via the exchange of documents by mail or electronic delivery services as soon as possible following entry of the Sale Order, but in no event later than three (3) Business Days after satisfaction of the conditions set forth in Article 8, or at such other time or place as Buyer and Seller Parent may agree in writing. At the Closing:

(a) Sellers shall deliver, or cause to be delivered, to Buyer:

(i) one or more assignment and assumption agreements, in a form and substance reasonably acceptable to Seller Parent and Buyer (the "**Assignment and Assumption Agreements**"), duly executed by each applicable Seller;

(ii) one or more bills of sale, in a form and substance reasonably acceptable to Seller Parent and Buyer (the "**Bills of Sale**"), duly executed by each applicable Seller;

(iii) (x) one or more instruments of assignment of the Patents in form and substance reasonably acceptable to Seller Parent and Buyer (the "**Assignment of Patents**") and (y) one or more instruments of assignment of Trademarks in a form and substance reasonably acceptable to Seller Parent and Buyer (the "**Assignment of Trademarks**"), in each case, duly executed by each applicable Seller;

(iv) a letter of direction directing the administrative agent of the DIP Facility to release to Buyer (or a Buyer Designee) original stock, unit or interest certificates evidencing the Purchased Shares (if any) duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank, with any required stock transfer tax stamps affixed thereto;

(v) a certificate, dated as of the Closing Date, executed by a duly authorized officer of Seller Parent certifying that the conditions set forth in Section 8.02(a) and Section 8.02(b) have been satisfied; and

(vi) each third party consent, waiver, authorization or approval set forth on Section 2.08(a)(vi) of the Disclosure Schedules, each in form and substance reasonably acceptable to Buyer.

(b) Buyer shall deliver, or cause to be delivered, to Seller Parent or to such other Person(s) as may be entitled to payment therefrom (for the satisfaction and discharge of the DIP Obligations and the Cure Costs), as applicable:

(i) the Closing Date Payment (which shall include the Wind-Down Amount and the Additional Sale Consideration to the extent that the Wind-Down Amount and the Additional Sale Consideration are not reduced to zero (0) by Retained Cash);

(ii) the Assignment and Assumption Agreements, duly executed by Buyer or the applicable Buyer Designee;

(iii) the Bills of Sale, duly executed by Buyer or the applicable Buyer Designee;

(iv) the Assignment of Patents and the Assignment of Trademarks, in each case, duly executed by Buyer or the applicable Buyer Designee;

(v) a certificate, dated as of the Closing Date, executed by a duly authorized officer of Buyer certifying that the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied; and

(vi) a letter of direction (A) directing the administrative agent of the DIP Facility to make the Credit Bid (as to the DIP Obligations) and (B) directing the administrative agent of the Prepetition Super-Priority Credit Agreement to make the Credit Bid (as to the Prepetition First Out Secured Indebtedness).

SECTION 2.09 *Withholding*. Buyer shall be entitled to deduct and withhold (or cause to be deducted and withheld) from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as Buyer is required to deduct and withhold under the Code, or any Tax Law, with respect to the making of such payment; provided, however, that at least five (5) Business Days prior to the Closing, Buyer shall use commercially reasonable efforts to notify Sellers of any potentially applicable withholding requirement and, in the event any Seller informs Buyer that such Seller believes such deduction or withholding is inapplicable, the Parties shall use commercially reasonable efforts to cooperate to eliminate or reduce any such withholding obligation; provided, further, that Buyer shall have no obligation to eliminate or reduce withholding (i) arising as a result of Sellers' failure to provide the documentation described in Section 7.06(d) on or prior to the Closing, or (ii) that relates to compensation, benefits and other terms of employment or (b) in each case of clause (i) or (ii), to so notify Sellers. To the extent that amounts are withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, each Seller hereby jointly and severally represents and warrants to Buyer as follows:

SECTION 3.01 *Organization and Qualification*. Each Seller is duly organized, validly existing and in good standing (where applicable) under the Laws of its respective jurisdiction of formation or organization and, subject to the provisions of the Bankruptcy Code, has requisite power and authority to own, lease and operate its properties and conduct its business (including the Business) as currently conducted, except in the case of good standing, where the failure to be in good standing would not, individually or in the aggregate, have a Material Adverse Effect. Each Seller is duly qualified to do business and is in good standing (where applicable) as a foreign entity in each jurisdiction where such qualification is required for the ownership or operation of the Purchased Assets, except for failures to be so qualified or to be in such good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

SECTION 3.02 *Authorization; Execution and Delivery; Enforceability*. The execution, delivery and performance of this Agreement and each other Transaction Document to which each Seller is a party and the consummation of the transactions contemplated hereby and thereby have been, or prior to the Closing will be, duly authorized by all necessary corporate or other action on the part of such Seller. Each Seller has all necessary power and authority to execute and deliver this Agreement and each other Transaction Document to which such Seller is a party and to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. Subject to entry of the Sale Order and any other Order necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, this Agreement has been, and at or prior to the Closing, each other Transaction Document to which each Seller is a party will be, duly and validly executed and delivered by such Seller and, assuming due authorization, execution and delivery by the other Parties and the entry of the Sale Order, this Agreement constitutes, and each other Transaction Document (when duly and validly executed and delivered) will constitute, the legal, valid and binding obligation of such

Seller, enforceable against such Seller in accordance with its terms, subject to the Bankruptcy and Equity Exception.

SECTION 3.03 *Noncontravention; Consents and Approvals*.

(a) Neither the execution and delivery by Sellers of this Agreement and each other Transaction Document to which any Seller is a party, nor the consummation of the transactions contemplated hereunder or thereunder, will, subject to entry of the Sale Order, (i) conflict with or result in a breach of the organizational documents of any Seller, (ii) violate any Law or Order to which any Seller, or its assets or properties, or any of the Purchased Assets may be subject, or (iii) conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify or cancel or require any notice under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) on, any Material Contract, after giving effect to the Sale Order and any applicable Order of the Bankruptcy Court authorizing the assignment and assumption of any such Material Contract hereunder, except, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except for (i) the entry of the Sale Order, (ii) compliance with any applicable requirements of the HSR Act or any other Antitrust Laws, (iii) the Permit Approvals and (iv) as set forth on Section 3.03(b) of the Disclosure Schedules, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution and delivery of this Agreement or any other Transaction Document which any Seller is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of transactions contemplated hereby or thereby or any other action by any Seller contemplated hereby or thereby (with or without notice or lapse of time, or both), except for such consents, waivers, approvals, Orders, authorizations, declarations, filings or notifications, the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.04 *Purchased Entities*.

(a) Section 3.04(a) of the Disclosure Schedules sets forth, with respect to each Purchased Entity, (i) the name, (ii) the jurisdiction of formation or organization, (iii) the authorized, issued and outstanding equity interests and (iv) each owner of record of the Purchased Shares of such Purchased Entity (including the Purchased Shares). The Purchased Shares have been duly authorized and validly issued, are fully paid and non-assessable (where applicable) and have not been issued in violation of any preemptive rights, rights of first offer, rights of first refusal or similar rights, and are owned beneficially, of record and with good and valid title by the applicable Seller as set forth on Section 3.04(a) of the Disclosure Schedules, free and clear of any Encumbrances (other than Permitted Encumbrances).

(b) Section 3.04(a) of the Disclosure Schedules sets forth, with respect to each Purchased Entity, any Subsidiary or any other Person in which such Purchased Entity owns, of

record or beneficially, any direct or indirect equity or similar interests or any right (contingent or otherwise) to acquire any direct or indirect equity or similar interests.

(c) No Purchased Entity is under any obligation, or is bound by any Contract (other than the organizational documents of any Purchased Entity) pursuant to which such Purchased Entity may become obligated to, (i) declare, make or pay any dividends or distributions, whether current or accumulated or due or payable or (ii) make any loan to, investment in, or capital contribution to, any Person. There are no outstanding options, warrants, calls, rights, subscriptions, arrangements, claims, commitments (contingent or otherwise) or any other agreement or Contract to which any Purchased Entity is a party, or is otherwise subject, that requires the issuance, sale or transfer of any additional shares of capital stock or other equity securities of any Purchased Entity convertible into, exchangeable for or evidencing the right to subscribe for or purchase capital stock or other equity securities of any Purchased Entity. No Seller or any Purchased Entity is a party, or is otherwise subject, to any voting trust or other voting agreement with respect to the Purchased Shares or to any agreement or Contract relating to the issuance, sale, redemption, transfer, acquisition, disposition or registration of the Purchased Shares.

SECTION 3.05 *Financial Statements; No Undisclosed Liabilities*.

(a) True and complete copies of the audited consolidated balance sheet of the Business as of March 31, 2023 (the "**Balance Sheet Date**"), and the related audited consolidated statements of results of operations and cash flows of the Business, together with all related notes and schedules thereto (collectively referred to as the "**Financial Statements**") and the unaudited consolidated balance sheet of the Business as at December 31, 2023 (the "**Latest Balance Sheet Date**") and the related consolidated statements of results of operations and cash flows, together with all related notes and schedules thereto (collectively referred to as the "**Interim Financial Statements**"), are attached hereto as Section 3.05(a) of the Disclosure Schedules. Except as set forth in Section 3.05(a) of the Disclosure Schedules, each of the Financial Statements and the Interim Financial Statements (i) are correct and complete in all material respects and have been prepared in accordance with the books and records of Sellers pertaining to the Business in all material respects, (ii) have been prepared in all material respects in accordance with GAAP (except as may be indicated in the notes thereto) and (iii) fairly present, in all material respects, the consolidated financial position, results of operations and cash flows of the Business as at the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments and the absence of notes thereto throughout the periods covered thereby that, in each case, would not reasonably be expected to, individually or in the aggregate, be material to the Business, taken as a whole.

(b) Except as and to the extent adequately accrued or reserved against in Financial Statements or the Interim Financial Statements, since the Balance Sheet Date, Sellers do not have any liability or obligation of any nature arising out of, relating to or affecting the Purchased Assets that is an Assumed Liability, whether accrued, absolute, contingent or otherwise, whether known or unknown and whether or not required by GAAP to be reflected in a consolidated balance sheet of the Business or disclosed in the notes thereto, except for liabilities and obligations (i) incurred

in the Ordinary Course since the Balance Sheet Date or (ii) that are not, individually or in the aggregate, material to the Business, taken as whole.

(c) The books of account and financial records of Sellers pertaining to the Business are true and correct in all material respects and have been prepared and are maintained in accordance with sound accounting practice in all material respects.

SECTION 3.06 *Title to and Sufficiency of Purchased Assets*. Except as set forth on Section 3.06 of the Disclosure Schedules, Sellers have good and valid title to, valid leasehold interests in, or other valid right to use, all of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances) and, at the Closing, subject to the Sale Order and obtaining any Transfer Consent, Sellers will transfer, convey and assign good and valid title to, valid leasehold interests in, or other valid right to use, the Purchased Assets (including record and beneficial ownership of the Purchased Shares) free and clear of all Encumbrances (other than Permitted Encumbrances). The Purchased Assets collectively with the Excluded Assets described in Section 2.03(b) Section 2.03(c), Section 2.03(e), Section 2.03(f) and Section 2.03(j) constitute all of the material assets, properties and rights held for use or necessary to operate and conduct the Business in the Ordinary Course.

SECTION 3.07 *Litigation*. Except as set forth on Section 3.07 of the Disclosure Schedules, there are no Proceedings pending, or, to the Knowledge of Sellers, threatened against any Seller, the Purchased Entities, the Purchased Assets, the Assumed Liabilities or the Business, or any Order outstanding, which, in each case, would adversely affect the ability of any Seller to enter into this Agreement or to consummate the transactions contemplated hereby or otherwise would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.08 *Permits; Compliance with Laws*.

(a) Sellers are in possession of all Permits necessary for Sellers to own, lease and use the Purchased Assets as currently owned, leased or used and to carry on and operate the Business as currently conducted, except where the failure to possess such Permit, individually or in the aggregate, has not had, and would not reasonably be expected to be material to the Business, taken as a whole. Section 2.01(j) of the Disclosure Schedules is a true, correct and complete list of all material Permits held by Sellers. To the Knowledge of Sellers, there is no fact or circumstance relating to the Permits or Sellers that would cause a Governmental Authority to deny or refrain from issuing any Permit Approval.

(b) Except as set forth in Section 3.08(b) of the Disclosure Schedules, (i) all Permits held by Sellers are valid and in full force and effect, except where such failure to be valid or in full force and effect would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole, (ii) Sellers are, and in the last three (3) years have been, in compliance with the terms of all Permits except where the failure to comply with the terms of such Permit would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole, and there are no Proceedings pending or, to the Knowledge of Sellers, threatened that seek the revocation, cancellation, suspension, failure to renew or adverse modification of any Permits or that would reasonably be expected to result in the imposition of a substantial fine, forfeiture, or civil penalty against any Seller except as would not reasonably be

expected to be, individually or in the aggregate, material to the Business taken as a whole, (iii) Sellers have timely filed applications to renew all Permits other than any failure to timely file to renew that would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole and no Governmental Authority has commenced, or given written notice to Sellers that it intends to commence, any Proceeding to revoke, or suspend, rescind, modify or not renew, or to impose any adverse condition on, any Permit, except as would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole and (iv) all reports and filings required to be filed with any Governmental Authority by Sellers with respect to any Permit have been timely filed, and all regulatory fees, contributions and surcharges required to be paid by Sellers with respect to the Permits have been timely paid, except, in each case, where such failure to be filed or paid have now been remedied or would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole.

(c) Sellers are in compliance with applicable Laws with respect to the Purchased Assets and the Assumed Liabilities, except where any non-compliance, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect. No Seller has received any written notice from any Governmental Authority relating to violations or alleged violations of, failure to comply with or defaults under, any Law, Order or Permit, in each case, with respect to the Purchased Assets and the Assumed Liabilities, except where any non-compliance or default, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect.

SECTION 3.09 *Material Contracts*.

(a) Section 3.09(a) of the Disclosure Schedules sets forth a true, correct and complete list of the following Purchased Contracts (other than with respect to purchase orders) as of the date hereof (the "**Material Contracts**") (and Sellers have made available to Buyer true, correct and complete copies of all such Material Contracts, together with all amendments, modifications or supplements thereto):

(i) any partnership, joint venture, strategic alliance or similar Contract involving a sharing of profits, losses, costs or liabilities with any other Person;

(ii) any Contract relating to any options, rights (preemptive or otherwise), warrants, calls, convertible securities or commitments or any other agreements or arrangements with respect to any equity securities of the Purchased Entities;

(iii) any Contract relating to (A) the indebtedness of any Seller for borrowed money (excluding, for the avoidance of doubt, any factoring arrangements) involving borrowings in excess of $100,000 or (B) the mortgage or pledge of, or otherwise creating an Encumbrance (other than a Permitted Encumbrance) on, any of the Purchased Assets in each case, other than (x) intercompany Indebtedness amongst Sellers, (y) Indebtedness which will be fully discharged under the Bankruptcy Code or (z) the Prepetition Super-Priority Credit Agreement and the DIP Credit Agreement;

(iv) any Contract relating to the acquisition or disposition of any business, assets or properties for consideration in excess of $1,000,000 (whether by merger, sale of stock, sale of assets or otherwise) (A) entered into in the last three (3) years or (B) pursuant to which any material earn-out, indemnification or deferred or contingent payment obligations remain outstanding (in each case, excluding for the avoidance of doubt, purchase of inventory or equipment in the Ordinary Course);

(v) any Lease with respect to the Leased Real Property;

(vi) any Contract for the lease of personal property (tangible or intangible) to or from any Person providing for lease payments in excess of $100,000 per annum;

(vii) any Contract with any Material Customer;

(viii) any Contract with any Material Supplier;

(ix) any Contract with any Governmental Authority;

(x) any Contract that (A) prohibits or limits in any material respect the freedom of the Business to compete in any line of business with any Person or in any geographic area, (B) contains exclusivity obligations or restrictions binding on the Business or (C) grants any right of first refusal or right of first offer obligations or restrictions to any Person;

(xi) any Contract to which any Seller is a party (A) pursuant to which any Seller is granted a right to use any third party Intellectual Property that is material to the Business, other than non-exclusive licenses for commercially available or off-the-shelf software or software entered into by Sellers in the Ordinary Course, invention assignment or employment-related agreements (B) pursuant to which any Seller grants a third party the right to use any Purchased Intellectual Property that is material to the Business, other than any Contract with any customer, supplier or end user of any Seller's products or services which is entered into in the Ordinary Course or any agreement which contains an incidental trademark license to use such Seller's Trademarks, (C) that contains a settlement of any claims related to any Intellectual Property that is material to the Business and (D) which materially prohibits or restricts a Seller's or Purchased Entity's use of any Purchased Intellectual Property;

(xii) any Contract with any Employee as of the date hereof that includes base annual compensation in excess of $200,000 that is not terminable at-will on no more than thirty (30) days' advance notice and includes no severance-type benefits, and any Contract that grants any severance or post-termination payments to any employee of any Seller pursuant to which such Seller is or may become obligated to incur any bonus or compensation obligations as a result of or related to the consummation of the transactions contemplated by this Agreement (other than offer letters for at-will employees entitling such employees to no severance pay upon termination); and

(xiii) any Contract that is a Collective Bargaining Agreement.

(b) With respect to each Contract set forth on Section 3.09(a) of the Disclosure Schedules, (i) such Contract is in full force and effect and constitutes the legal, valid and binding of the Seller party thereto and, to the Knowledge of Sellers, the counterparty thereto, enforceable against such Seller and, to the Knowledge of Sellers, the counterparty thereto in accordance with its terms and conditions, subject to the Bankruptcy and Equity Exception, (ii) neither the Seller party thereto nor, to the Knowledge of Sellers, the counterparty thereto is in material breach or default thereof and (iii) no Seller and, to the Knowledge of Sellers, no counterparty thereto, has commenced any Proceeding against any other party to such Contract or given or received any written notice of any breach or default under such Contract that has not been withdrawn or dismissed, except, in the cases of clauses (ii) and (iii), for breaches or defaults (A) caused by or resulting from the Chapter 11 Cases or (B) which are not, and would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole.

SECTION 3.10 *Intellectual Property*.

(a) Section 3.10(a) of the Disclosure Schedules contains a complete and accurate list of all issued Patents constituting Purchased Intellectual Property, including name, patent number and issuance date. To the Knowledge of Sellers, all of the Patents set forth on Section 3.10(a) of the Disclosure Schedules are subsisting and in full force and effect. Except as set forth on Section 3.10(a) of the Disclosure Schedules, all necessary maintenance and renewal documentation and fees in connection with such Patents have been timely filed with the appropriate authorities and paid.

(b) Section 3.10(b) of the Disclosure Schedules contains a complete and accurate list of all registered and applied-for Trademarks constituting Purchased Intellectual Property, including for each the applicable trademark or service mark, application number, filing date, trademark registration number and registration date, as applicable. To the Knowledge of Sellers, all of the registered Trademarks set forth on Section 3.10(b) of the Disclosure Schedules are subsisting and in full force and effect. There are no pending oppositions, invalidation or cancellation proceedings against any Seller involving such Trademarks.

(c) Section 3.10(c) of the Disclosure Schedules contains a complete and accurate list of all registered Copyrights constituting Purchased Intellectual Property, including title, registration number and registration date. To the Knowledge of Sellers, all of the registered Copyrights set forth on Section 3.10(c) of the Disclosure Schedules are in full force and effect. There are no pending oppositions, invalidation or cancellation proceedings against any Seller involving such Copyrights.

(d) Sellers exclusively own all right, title and interest in and to the Purchased Intellectual Property. All registered or issued Purchased Intellectual Property is valid, subsisting and, to the Knowledge of Sellers, enforceable, except, in each case. as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) To the Knowledge of Sellers, no Person is infringing or misappropriating any Purchased Intellectual Property in a material manner. Except as set forth on Section 3.10(e) of the Disclosure Schedules, there is no pending dispute, including any pending Proceeding and, to the Knowledge of Sellers, there is no threatened Claim against any Seller, with respect to (i) the

Purchased Intellectual Property, challenging the ownership, validity or enforceability of any such Purchased Intellectual Property or (ii) any Purchased Contract pursuant to which any Seller receives a license or other right under any Intellectual Property of any other Person, challenging any Seller's rights under such Purchased Contract, the enforceability of such Purchased Contract, or any Seller's compliance with the terms and conditions of such Purchased Contract. Sellers have not received service of process or been charged in writing as a defendant, in the twelve (12)-month period prior to the date of this Agreement, in any Proceeding that alleges that any of the Purchased Intellectual Property infringes any intellectual property right of any Person, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f) Sellers and their Affiliates have taken commercially reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets and confidential information included in the Purchased Intellectual Property, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect.

SECTION 3.11 *Real Property*.

(a) Section 3.11(a) of the Disclosure Schedules sets forth a true, correct and complete list of all Owned Real Property. Sellers have fee simple title to the Owned Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances). To the Knowledge of Sellers, none of the Owned Real Property is subject to any Lease or grant to any Person of any right to the use, purchase, occupancy or enjoyment of such Owned Real Property (or any portion thereof).

(b) Section 3.11(b) of the Disclosure Schedules sets forth a true, correct and complete list of all Leased Real Property. Sellers have valid leasehold or sublease interest relating to the Leased Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances). To the Knowledge of Sellers, except as set forth on Section 3.11(b) of the Disclosure Schedules, none of the Leased Real Property is subject to any sublease or grant to any Person of any right to the use, occupancy or enjoyment of the Leased Real Property (or any portion thereof) that would materially impair the use of the Leased Real Property, as currently used, in the operation of the Business.

SECTION 3.12 *Environmental Matters*.

(a) Sellers are in compliance with all applicable Environmental Laws with respect to the Purchased Assets, the Owned Real Property and the Leased Real Property, except in any such case where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of Sellers, no Seller has received any written notice regarding any material violation of, or Liability under, Environmental Law relating to the Purchased Assets, the Owned Real Property or the Leased Real Property arising under Environmental Law, other than any such notice that has now been resolved. There are no material outstanding Orders issued to any Seller, or any Proceedings pending, or to the Knowledge of Sellers, threatened, relating to compliance with or Liability under any Environmental Law affecting the Purchased Assets, the Owned Real Property or any Leased Real Property.

(b) Sellers have made available to Buyer (i) all material documents held by Sellers with respect to any outstanding Orders or any pending or, to the Knowledge of Sellers, threatened

Proceedings involving the Business or the Purchased Assets under or relating to any Environmental Laws and (ii) all material environmental reports, studies, audits and reviews in any Seller's possession with respect to the Purchased Assets, the Owned Real Property and the Leased Real Property.

SECTION 3.13 *Taxes*.

(a) All income and other material Tax Returns required to be filed relating to the Purchased Entities, the Purchased Assets, the Business or the Assumed Liabilities have been timely filed with the appropriate Governmental Authority. Such Tax Returns are true, correct, and complete in all material respects and have been prepared in compliance with all applicable Laws. No Seller or any Purchased Entity is currently the beneficiary of any extension of time within which to file any Tax Return (other than extensions granted automatically under applicable Law). All material Taxes (whether or not reflected on such Tax Returns) relating to the Purchased Assets, the Purchased Entities or the Assumed Liabilities required to be paid have been timely paid in full.

(b) No Claims, audits, actions, suits, proceedings, examinations or investigations with respect to any Taxes have been asserted, no material Taxes have been assessed and no proposals or deficiencies for material Taxes, in each case (i) against any Seller relating to the Purchased Assets, the Assumed Liabilities or the Business, or (ii) against any Purchased Entities, are being asserted, proposed or, to the Knowledge of Sellers, threatened by any Governmental Authority. No written notice from any Governmental Authority of any proposed adjustment, deficiency or underpayment of material Taxes by, or with respect to, any Purchased Entity or the Purchased Assets, the Assumed Liabilities or the Business has been received by any Seller that has not since been fully satisfied by payment or been finally withdrawn, and no written notification has been provided by any Governmental Authority of an intent to raise such issues. No Purchased Entity has made any requests for rulings or determinations with respect to any material Taxes of or related to any Purchased Entity that are currently pending before a Governmental Authority or will be in effect after the Closing Date.

(c) No Claim has been made in the past six (6) years by a Governmental Authority that Tax Returns of a certain type involving a material amount of Tax are required to be filed in relation to the Purchased Assets, the Purchased Entities or the Assumed Liabilities in a jurisdiction where no such Tax Returns of that type are currently filed. No Purchased Entity is or has been a resident for income Tax purposes, or is or has had, any branch, agency, permanent establishment or other taxable presence for income tax purposes, in any jurisdiction other than the jurisdiction in which it was organized. No Purchased Entity that is incorporated or organized in a jurisdiction outside of the United States is a (i) "passive foreign investment company" within the meaning of Section 1297 of the Code or (ii) "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code.

(d) No agreement or waiver extending the period for assessment, reassessment or collection of any material Taxes relating to the Purchased Assets, the Assumed Liabilities, the Business or the Purchased Entities has been executed or filed with any Governmental Authority. No Purchased Entity has waived any statute of limitations in respect of Taxes which waiver is still in effect or agreed to any extension of time with respect to an assessment or deficiency for Taxes

which extension is still in effect (other than pursuant to extensions of time to file Tax Returns duly obtained in the Ordinary Course).

(e) No Encumbrances for Taxes (other than Permitted Encumbrances) exist with respect to any of the Purchased Assets or assets of the Purchased Entities.

(f) No Purchased Entity is, or has ever been, a member of an affiliated group of corporations filing a consolidated U.S. federal income Tax Return (other than any such group the common parent of which is Range Parent, Inc. or any of its Subsidiaries) or has any Liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of any state, local or non-U.S. Law), as a transferee or successor, by Contract, operation of Law or otherwise (other than, in each case, (i) any Tax liabilities under applicable Law with respect to its participation in a combined, consolidated or similar group the common parent of which is Range Parent, Inc.; and (ii) any liabilities under commercial Contracts entered into in the Ordinary Course the primary purpose of which does not relate to Taxes).

(g) No Purchased Entity has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2) (or similar provision of state, local or non-U.S. Tax Law).

(h) Each Purchased Entity has collected or withheld all material amounts required to be collected or withheld by such Purchased Entity for all material Taxes or assessments, including on amounts paid to any Person, and all such amounts have been fully and timely paid to the appropriate Governmental Authority to the extent required by applicable Law. Each Purchased Entity has complied in all material respects with all applicable Laws relating to information reporting and record retention (including to the extent necessary to claim any exemption from sales Tax collection and maintaining adequate and current resale certificates to support any such claimed exemptions).

(i) No Purchased Entity has (within the last three (3) years) distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.

(j) No Purchased Entity will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date, as a result of (i) any change in method of accounting made or requested prior to the Closing, (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non U.S. income Tax Law) executed prior to the Closing, (iii) any intercompany transactions undertaken, or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non U.S. income Tax Law) arising on or existing prior to the Closing, (iv) any installment sale or open transaction disposition made by such Purchased Entity prior to the Closing, (v) any prepaid amount received or deferred revenue accrued by such Purchased Entity outside the ordinary course of business prior to the Closing, (vi) any investment in "United States property" within the meaning of Section 956 of the Code made on or prior to the Closing, (vii) any "Subpart F income" under Section 951 of the Code as a result of any investment under or transaction closed on or prior to the Closing, (viii) any "global intangible low-taxed

income," within the meaning of Section 951A of the Code, attributable to a Pre-Closing Tax Period, (ix) Section 362(e) of the Code or (x) any gain recognition agreement under Section 367 of the Code. No Purchased Entity or any of its Affiliates has made an election under Section 965(h) of the Code.

(k) Section 3.13(k) of the Disclosure Schedules sets forth a list of the current entity classifications of each of the Purchased Entities for U.S. federal income Tax purposes (and, if applicable, the entity classification elections of each of the Purchased Entities made in the six (6) year period ending on the date hereof).

(l) None of the Purchased Entities has deferred any payment of Taxes otherwise due through a grant of relief provided by a Pandemic Response Law or through a similar special grant of relief that is not generally available to taxpayers.

(m) None of the Purchased Entities is a party to, is otherwise bound by or has any material obligation under, any Tax Sharing Agreement (other than (i) a Tax Sharing Agreement between or among Sellers, any retained Subsidiaries or any of their Affiliates, on the one hand, and any Purchased Entity, on the other hand, which will be terminated at or prior to the Closing with respect to any of the Purchased Entities, (ii) a Tax Sharing Agreement exclusively between or among the Purchased Entities, or (iii) an Ordinary Course Contract the primary subject of which does not relate to Taxes).

(n) Each Purchased Entity has properly collected and remitted all material amounts of sales, use, value added and similar Taxes with respect to sales or leases made to, purchases made from, or services provided to their customers or have properly received and retained or otherwise complied in all material respects with rules relating to the collection of Tax exemption certificates and other documentation for all services provided, or sales, leases or purchases made, without charging or remitting sales, use, value added, or similar Taxes that qualify such sales, leases, purchases or services as exempt from sales, use, value added and similar Taxes.

(o) No power of attorney with respect to any Tax matter is currently in force with respect to any Purchased Entity, the Purchased Assets, the Assumed Liabilities, the Business or any Seller would, in any manner, bind, obligate or restrict Buyer, except, in each case, any power of attorney granted with respect to Ordinary Course filing, compliance, payroll or similar Tax matters.

(p) None of the Purchased Entities has made any requests for, or has received, any material rulings, determination, exemption, holiday or other special regime with respect to any Taxes of or related to any Purchased Entity.

(q) None of the Purchased Entities is, nor has any of the Purchased Entities been, a "U.S. real property holding corporation" within the meaning of Section 897 of the Code.

SECTION 3.14 *Employee Benefits*.

(a) Section 3.14(a) of the Disclosure Schedules contains a true, correct and complete list of all material Seller Plans. With respect to each material Assumed Plan, Sellers have made available to Buyer true, correct and complete copies of (i) the current plan document, including

any amendments thereto, (ii) the most recent summary plan description (including any material modification), (iii) any material written communication to or from any Governmental Authority, (iv) the most recently filed IRS Form 5500, (v) the most recent actuarial report, financial statement and trustee report and (vi) the most recent determination or opinion letter from the IRS.

(b) (i) Each Assumed Plan has been and is being administered, maintained and operated in all material respects in compliance with all applicable Laws and in accordance with its terms, (ii) each Assumed Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Code has received or is the subject of a currently applicable favorable determination letter, opinion letter or advisory letter from the IRS, stating that its related trust is exempt from taxation under Section 501(a) of the Code, and, to the Knowledge of Sellers, no event or circumstance exists that has affected or is likely to adversely affect the qualified status of any such Assumed Plan, and (iii) there are no Proceedings (other than routine claims for benefits) relating to any Assumed Plan or the assets, fiduciaries or administrators thereof pending or, to the Knowledge of Sellers, threatened.

(c) No Seller or any Purchased Entity has any obligation to provide or make available post-employment benefits under any Assumed Plan which is a "welfare plan" (as defined in Section 3(1) of ERISA), except as may be required under COBRA or similar Law, and at the sole expense of such individual.

(d) None of the Sellers maintain or contribute to, or have any Liability (including as a result of its relationship to an ERISA Affiliate) in respect of any plan that is subject to Section 412 or 430 of the Code, Section 302 or 303 of ERISA or Title IV of ERISA or that is subject to Section 4063, 4064 or 4069 of ERISA ("**Title IV Plans**"), no Title IV Plan has failed to meet the minimum funding standard (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA, no Liability under Title IV or Section 302 of ERISA has been incurred by any Seller (either directly or indirectly as a result of any ERISA Affiliate) that has not been satisfied in full, and, to the Knowledge of Sellers, no condition exists that presents a risk to Sellers (either directly or indirectly as a result of any ERISA Affiliate) of incurring any such Liability, and no Seller has now or at any time in the past six years contributed to (or incurred any liability in respect of) a "multiemployer plan" (as defined in Section 3(37) of ERISA).

(e) The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) increase any benefits or result in the acceleration of the timing of payment, vesting or funding of any benefits under any Assumed Plan, (ii) entitle any Service Provider to any Seller or any Purchased Entity who, as of the date of this Agreement, is providing services in connection with the Purchased Assets or the Assumed Liabilities, to, or accelerate the time of payment or vesting, or increase the amount of, any compensation or benefit due such Service Provider, (iii) result in the triggering or imposition of any restrictions or limitations on the rights to amend or terminate any Assumed Plan, or (iv) result in any payment that would be nondeductible pursuant to Section 280G of the Code. No Purchased Entity has any obligation to indemnify any Person for any Tax imposed pursuant to Section 409A or 4999 of the Code.

SECTION 3.15 *Labor Matters*.

(a) Seller Parent has provided Buyer on a confidential basis a materially true, complete and correct list of the Employees employed as of the date hereof, specifying, as applicable and to the extent permitted by applicable Law, each individual's (i) title or position, (ii) base salary, (iii) date of hire, (iv) classification as exempt or non-exempt under the Fair Labor Standards Act of 1938, and (v) leave status.

(b) Except as set forth on Section 3.15(b) of the Disclosure Schedules, (i) no Seller is a party to any Collective Bargaining Agreement, (ii) no Employee as of the date hereof is represented by any Labor Union in connection with their employment with Sellers or the Purchased Entities, (iii) no Labor Union as of the date hereof has made a written demand for recognition as the bargaining unit representative of any group of Employees that is pending as of the date hereof, nor have there been any such demands in the last three (3) years, and (iv) there are no representation or certification Proceedings presently pending or, to the Knowledge of Sellers, threatened, to be brought or filed with the National Labor Relations Board or other labor relations tribunal involving any Seller or its Subsidiaries or any Purchased Entity, nor have there been any such proceedings in the last three (3) years. There are no material labor strikes, lockouts, work stoppages or slowdowns pending or, to the Knowledge of Sellers, threatened against or involving any Seller or any Purchased Entity, and there have been no such events in the past three (3) years.

(c) Except as set forth on Section 3.15(c) of the Disclosure Schedules, there are no material Proceedings pending or, to the Knowledge of Sellers, threatened against any Seller or any Purchased Entity relating to the employment or termination of employment of any individual or group of individuals by any Seller or any Purchased Entity.

(d) No Seller or any Purchased Entity has experienced a "plant closing" or "mass layoff" (as defined in the WARN Act) with respect to which there is any unsatisfied Liability.

(e) No allegation of sexual or other unlawful harassment has been made in the past three (3) years against any current officer or supervisory employee of Sellers. Sellers have reasonably investigated any sexual or other harassment or discrimination allegations against officers, directors and employees of any Seller which have been reported to a Seller or with respect to which a Seller otherwise had knowledge in the past three (3) years. With respect to each such allegation (except those a Seller reasonably deemed to not have merit), Sellers have taken corrective action reasonably calculated to prevent further improper action, and Sellers do not reasonably expect any material liability with respect to any such allegations.

SECTION 3.16 *Absence of Certain Changes*. Except as set forth on Section 3.16 of the Disclosure Schedules, and other than as a result of the commencement of the Chapter 11 Cases, (a) since the Latest Balance Sheet Date, there has not been or occurred any Material Adverse Effect and (b) from the Latest Balance Sheet Date through the date of this Agreement, there has not been, occurred or arisen any agreement, condition, action, omission or event which, if occurred or existed after the date hereof, would be prohibited (or require consent from Buyer) under Section 5.01.

SECTION 3.17 *Insurance Policies*. Section 3.17 of the Disclosure Schedules sets forth each material insurance policy (other than any insurance policy that funds or relates to any Seller

Plans) held by any Seller relating to the Purchased Assets or the Assumed Liabilities. With respect to each such material insurance policy, (a) such policy is in full force and effect and constitutes the legal, valid and binding of the Seller party thereto and, to the Knowledge of Sellers, the counterparty thereto, enforceable against such Seller and, to the Knowledge of Sellers, the counterparty thereto in accordance with its terms and conditions, subject to the Bankruptcy and Equity Exception, (b) no Seller has received any written notice of cancellation or termination with respect to such policy, (c) premiums due and payable by Sellers or their Affiliates under such policy prior to the date hereof have been duly paid and (d) there is no material claim pending under such policy, except in the case of the foregoing clauses (a) through (c) as would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole.

SECTION 3.18 *Affiliate Transactions*. Except as set forth in Section 3.18 of the Disclosure Schedules, no Affiliate of any Seller (other than any other Seller, any Purchased Entity, or any of their Subsidiaries) or any officer, director or employee of any Seller (a) is a party to any Contract or arrangement with any Seller having a potential or actual value or a contingent or actual Liability exceeding $250,000, other than (i) employment and indemnification arrangements in the Ordinary Course and (ii) the Seller Plans, (b) has any material interest in any property (tangible or intangible) used by any Seller in the operation of any Purchased Asset or (c) owns any material interest in, or is an officer, director or employee of, any Person which is a Material Customer or Material Supplier.

SECTION 3.19 *Material Customers and Suppliers*.

(a) Section 3.19(a) of the Disclosure Schedules sets forth a true, correct and complete list of the ten (10) largest customers of the Business during the twelve (12)-month period ending on December 31, 2023 (collectively, the "**Material Customers**"), as measured by the dollar amount of revenue during such period. Since the Latest Balance Sheet Date, no Material Customer has terminated, canceled, suspended, failed to renew or reduced, or given any Seller or Purchased Entity notice, in writing, that states its intention to terminate, cancel, suspend, fail to renew or materially reduce its business relationship with the Business.

(b) Section 3.19(b) of the Disclosure Schedules sets forth a true, correct and complete list of the ten (10) largest suppliers of the Business during the twelve (12)-month period ending on December 31, 2023 (collectively, the "**Material Suppliers**"), as measured by the dollar amount of purchases therefrom during such period. Since the Latest Balance Sheet Date, no Material Supplier has terminated, canceled, suspended, failed to renew or reduced, or given any Seller or Purchased Entity notice, in writing, that references its intention to terminate, cancel, suspend, fail to renew or materially reduce its business relationship with the Business.

SECTION 3.20 *Receivables*. All Receivables reflected in the Interim Financial Statements represent *bona fide* and valid obligations arising from sales actually made or services actually performed in the Ordinary Course, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as whole. To the Knowledge of Sellers, there is no contest, claim or right of set-off, other than returns, rebates or allowances in the Ordinary Course, under any Contract with any obligor of any Receivables related to the amount or validity of such Receivable, and no bankruptcy, insolvency or similar proceedings have been commenced

by or against any such obligor, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as whole.

SECTION 3.21 *Inventory*. All Inventory reflected in the Interim Financial Statements, is, in all material respects, generally, in the aggregate, of a quality and quantity usable and/or salable in the Ordinary Course. The Inventory is, in all material respects, adequate for the conduct of the Business in the Ordinary Course.

SECTION 3.22 *Product Liability*. Except as set forth in the Financial Statements, there are no product warranty claims against any Seller or any of their respective Subsidiaries for an amount in excess of $100,000.

SECTION 3.23 *Warranties*. Sellers have heretofore delivered to Buyer true and correct copies of all material written warranties currently in effect covering the respective products and services of the Business. The aggregate warranty expenses of the Business are fairly presented in the Financial Statements.

SECTION 3.24 *Privacy and Security*.

(a) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole, Sellers are in compliance with all applicable U.S., state, foreign and multinational Laws relating to privacy or data security of Personal Information ("**Privacy Laws**"), binding reputable industry practice, standards, self-governing rules and policies and their own published policies, and contractual obligations to which the Sellers are bound in each case relating to privacy or data security of Personal Information (all of the foregoing collectively, "**Privacy Requirements**") with respect to personally identifiable information (including name, address, telephone number, electronic mail address, social security number, bank account number or credit card number), sensitive personal information and any special categories of personal information regulated under any Privacy Laws ("**Personal Information**").

(b) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole, Sellers take all commercially reasonable steps designed to protect the operation, confidentiality, integrity and security of their respective Software, Systems and Websites and Personal Information against any unauthorized or improper use, access, transmittal, interruption, modification or corruption, and to the Knowledge of Sellers, in the past one (1) year there have been no breaches of same that has triggered a notification or reporting requirement under any Privacy Laws or resulted in any material liability to Sellers.

SECTION 3.25 *Brokers*. Except as to Guggenheim Securities, LLC or as otherwise set forth in Section 3.25 of the Disclosure Schedules, the fees and expenses of which, in each case, will be paid by any Seller on or prior to the Closing Date, no broker, finder, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of any Seller or any of its Subsidiaries.

SECTION 3.26 *International Trade Laws*.

(a) Sellers are and for the past five (5) years have been in compliance with International Trade Laws, and have not taken any action that violates, evades or avoids, or attempts to violate, evade or avoid International Trade Laws, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as whole. No Seller nor any of its Subsidiaries, nor any of its directors, executives, or employees, or, to the Knowledge of Sellers, any representative or agent acting on behalf of Sellers, currently or during the past five (5) years: (i) is or has been a Sanctioned Person or has acted, directly or indirectly, on behalf of a Sanctioned Person; (ii) is unlawfully conducting or has unlawfully conducted any business or engaged in making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person; or (iii) is unlawfully dealing in or has unlawfully dealt in, or otherwise engaged in, any transaction relating to, any property or interests in property of any Sanctioned Person, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as whole.

(b) No Seller has received and, to the Knowledge of Sellers, no Seller is aware of, any current or threatened investigation, inquiry, complaint, lawsuit, voluntary or involuntary disclosure, warning letter, penalty notice, or other regulatory action, by a Governmental Authority, alleging any material violation of International Trade Laws, and no Seller, nor, to the Knowledge of Sellers, any of its employees or representatives, has been convicted by a Governmental Authority of violating any International Trade Laws.

(c) Each Seller has adopted and implemented policies and procedures reasonably designed to prevent, detect and deter violations of applicable International Trade Laws.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller as follows:

SECTION 4.01 *Corporate Existence and Power*. Buyer is a **[____]** duly formed, validly existing and in good standing under the laws of the State of Delaware and has all power and authority to carry on its business as presently conducted.

SECTION 4.02 *Authorization; Execution and Delivery; Enforceability*. The execution, delivery and performance of this Agreement and each Transaction Document to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby have been, or prior to the Closing will be, duly authorized by all necessary corporate or other action on the part of Buyer. Buyer has all necessary power and authority to execute and deliver this Agreement and each other Transaction Documents to which Buyer is a party and to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. Subject to entry of the Sale Order and any other Order necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, this Agreement has been, and at or prior to the Closing, each other Transaction Document to which each Seller is a party will be, duly and validly executed and delivered by Buyer and, assuming due authorization, execution and delivery by the other Parties and the entry of the Sale Order, this Agreement constitutes, and each other Transaction Document (when duly and validly executed and delivered) will constitute,

the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Bankruptcy and Equity Exception.

SECTION 4.03 *Noncontravention; Consents and Approvals*.

(a) Subject to entry of the Sale Order, neither the execution and delivery by Buyer of this Agreement and each other Transaction Document to which Buyer is a party, nor the consummation of the transactions contemplated hereunder or thereunder, will, subject to entry of the Sale Order, (i) conflict with or result in a breach of the organizational documents of Buyer, (ii) violate any Law or Order to which Buyer or its assets and properties may be subject, (iii) conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify or cancel or require any notice under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) on, any Contract to which Buyer is a party or by which Buyer or its assets and properties is bound, except, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

(b) Other than (i) the entry of the Sale Order, (ii) compliance with any applicable requirements of the HSR Act or any other Antitrust Laws and (iii) the Permit Approvals, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Buyer in connection with the execution and delivery of this Agreement or any other Transaction Document to which Buyer is a party, the compliance by Buyer with any of the provisions hereof or thereof, the consummation of transactions contemplated hereby or thereby or any other action by Buyer contemplated hereby or thereby (with or without notice or lapse of time, or both), except for such consents, waivers, approvals, Orders, authorizations, declarations, filings or notifications, the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

SECTION 4.04 *Availability of Funds; Solvency*. Buyer will have sufficient funds at the Closing to pay (i) the cash components of the Purchase Price, including the Wind-Down Amount (including to the extent adjusted pursuant to this Agreement) and the Additional Sale Consideration (to the extent that the Wind-Down Amount and the Additional Sale Consideration are not reduced to zero (0) by Retained Cash), and (ii) any other costs, fees and expenses which may be required to be paid by or on behalf of Buyer under this Agreement and the other Transaction Documents. Upon consummation of the transactions contemplated by this Agreement, (a) Buyer will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Buyer will not be left with unreasonably small capital, (c) Buyer will not have incurred debts beyond its ability to pay such debts as they mature, and (d) the capital of Buyer will not be impaired.

SECTION 4.05 *Brokers*. Except as to Houlihan Lokey Capital, Inc., no broker, finder, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Buyer.

ARTICLE 5

COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business*.

(a) Except (x) as consented to by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or contemplated by this Agreement, (y) as required or approved by the Bankruptcy Code or any Orders entered by the Bankruptcy Court in the Chapter 11 Cases prior to the date of this Agreement or (z) as otherwise necessary to comply with applicable Law or as set forth on Section 5.01(b) of the Disclosure Schedules, from the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10), Sellers shall use commercially reasonable efforts to conduct the Business in the Ordinary Course and maintain in all material respects the goodwill associated with the Purchased Assets and the Business' business relationships with material employees, material customers, material suppliers, material vendors, material clients, material contractors and other material business relationships in connection with the Purchased Assets.

(b) Except as otherwise contemplated by Section 5.01(a), as required by applicable Law or as set forth on Section 5.01(b) of the Disclosure Schedules or contemplated by this Agreement, without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or express prior written direction of Buyer, from the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10), Sellers shall not, and shall cause each of the Purchased Entities not to:

(i) sell, lease or license on an exclusive basis or otherwise create any Encumbrance (other than Permitted Encumbrances) or dispose of any Purchased Assets, other than (x) in the Ordinary Course and (y) sales and dispositions of obsolete or worn-out assets;

(ii) renew, materially amend or modify in any adverse respect, terminate (other than automatically pursuant to its terms), cancel, let lapse or waive any material rights under, or create any Encumbrance (other than a Permitted Encumbrance) on, any of the Purchased Contracts or any Permits, in each case, other than in the Ordinary Course;

(iii) change in any material respect their policies or practices regarding accounts receivable or accounts payable, except as required by Law, a change in GAAP (or authoritative interpretation thereof) or by a Governmental Authority;

(iv) make any capital expenditures outside of the Ordinary Course that are not contemplated by Sellers' budget (subject to permitted variances);

(v) acquire any Person or all or substantially all of the assets of any Person or make any other investment outside the Ordinary Course;

(vi) incur, assume or guarantee any indebtedness for borrowed money (excluding, for the avoidance of doubt, any factoring arrangements) or guarantee the indebtedness obligations of any other Person in connection with the Purchased Assets,

other than any Indebtedness or Liability that will be repaid or assumed by Buyer under the terms hereof at or prior to the Closing or constitute an Excluded Liability;

(vii) concede, settle, pay, discharge or satisfy any Proceedings that would constitute a Purchased Asset or Assumed Liability;

(viii) terminate, intentionally let lapse or materially amend or modify any material insurance policy maintained by any Seller or any of its Affiliates with respect to any Purchased Assets or any Assumed Liability;

(ix) (A) sell, transfer, assign, abandon, cancel, any Purchased Intellectual Property that is material to the Business, (B) intentionally let lapse or fail to renew, continue to prosecute, protect or defend, or otherwise dispose of, any Purchased Intellectual Property that is material to the Business (other than expiration of registered Purchased Intellectual Property at the end of its statutory period) or (C) enter into any Contract regarding the license, sublicense, agreement or permission to use any Purchased Intellectual Property that is material to the Business, other than non-exclusive license agreements in the Ordinary Course;

(x) (A) fail to exercise any rights of renewal with respect to any Leased Real Property that by its terms would otherwise expire or (B) enter into any Contract for the material sublease of Leased Real Property;

(xi) except as required pursuant to the terms of any Seller Plan in effect as of the date of this Agreement or as approved by the Bankruptcy Court, (A) increase in any manner the base compensation, cash incentive or bonus opportunity, severance or termination pay of any Employee, (B) become a party to, establish, adopt, amend, commence participation in or terminate any Assumed Plan or any arrangement that would have been an Assumed Plan had it been entered into prior to the date of this Agreement (other than in connection with updates to broad-based health and welfare and similar plans or arrangements in connection with annual compensation and benefit review), (C) grant any new awards, or amend or modify the terms of any outstanding awards, under any Assumed Plan, (D) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of material compensation or benefits under any Assumed Plan, (E) forgive any loans or issue any loans (other than routine travel or other business expense or similar advances or loans under a defined contribution plan issued in the Ordinary Course) to any Employee, (F) hire any employee or engage any individual independent contractor with annual base compensation in excess of $250,000 or (G) terminate the employment of any Employee (other than terminations for cause or terminations of Employees with annual base compensation of less than $250,000 for any reason);

(xii) make any changes in any accounting methods, principles or practices in connection with the Purchased Assets or the Assumed Liabilities except as required by Law, by a change in GAAP (or authoritative interpretation thereof) or by a Governmental Authority;

(xiii) (A) make, change, or rescind any material election or method of accounting relating to Taxes in a manner materially inconsistent with past practice, (B) file any Tax Return or amend any Tax Return (in each case, other than in the Ordinary Course and pursuant to applicable Law), (C) enter into any closing agreement, (D) surrender any right or claim to a refund of Taxes or commence, settle or compromise any material Tax claim or assessment, (E) consent to any extension or waiver of the statute of limitations period applicable to any Taxes, Tax Returns or Claims for Taxes, (F) enter into any Tax Sharing Agreement (other than commercial Contracts entered in the Ordinary Course the primary purpose of which does not relate to Taxes), (G) file any ruling or request for a ruling with any Governmental Authority, in each case to the extent relating to the Purchased Assets, the Purchased Entities, the Business or the Assumed Liabilities or (H) grant any power of attorney with respect to Taxes outside the Ordinary Course;

(xiv) enter into or terminate any Collective Bargaining Agreement with any Labor Union (other than renewals thereof entered into in the Ordinary Course) relating to, impacting, or binding on the Business; or

(xv) agree or commit to do any of the foregoing.

Notwithstanding the foregoing, nothing contained in this Agreement is intended to give Buyer, directly or indirectly, the right to control Sellers' operations prior to the Closing Date.

SECTION 5.02 *Access to Information*. From the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10), subject to entering a customary confidentiality agreement, Buyer shall be entitled, through its Affiliates and representatives, to have such reasonable access to and make such reasonable investigation and examination of the books and records, properties (subject to the terms of any Lease), assets, operations and personnel of Sellers relating (and solely to the extent relating) to the Purchased Assets and the Assumed Liabilities as Buyer may reasonable request; provided, however, that such investigations shall not include any sampling or analysis of soil, groundwater, building materials or other environmental media of the sort generally referred to as a Phase II environmental investigation. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and in a manner not to unreasonably interfere with the Business. Each Seller shall use commercially reasonable efforts to cause its applicable representatives to reasonably cooperate with Buyer and its Affiliates and representatives in connection with such investigations and examinations. Notwithstanding the foregoing, no Seller shall be required to afford such access to the extent that such Seller reasonably believes that doing so would: (A) result in the loss of attorney-client privilege or (B) violate any applicable Law, provided that in the case of each of subclauses (A) and (B), such Seller shall use its commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in a loss of attorney-client privilege or a violation of applicable Law.

SECTION 5.03 *Bidding Protections*. In connection with the Auction, and as set forth in the Bid Procedures Order, Sellers agree that any higher bid with respect to some or all of the Purchased Assets shall be no less than the Purchase Price (including if and as may be increased by Buyer at the Auction), *plus* the Make-Whole Amount (as defined in the Prepetition Super-Priority

Credit Agreement), *plus* the Expense Reimbursement (if and to the extent approved by prior order of the Bankruptcy Court), *plus* the minimum overbid amount as set forth in the Bidding Procedures.

ARTICLE 6

COVENANTS OF BUYER

SECTION 6.01 *Preservation of and Access to Books and Records*. Until the completion of the Wind-Down of all Sellers, Buyer shall provide to Sellers and their respective Affiliates and representatives (after reasonable advance notice and during regular business hours) commercially reasonable access to, including the right to make copies of, all books and records included in and otherwise related to the Purchased Assets, and, so long as such access does not unreasonably interfere with the conduct of the Business, to Buyer's and its Affiliates personnel, to the extent relating to their respective rights and obligations hereunder, to any Proceeding or to any Pre-Closing Tax Period (for example, for purposes of any Tax or accounting audit or any claim or litigation matter), to the Wind-Down, or otherwise related to the Excluded Assets or Excluded Liabilities, and shall preserve such books and records until the latest of (a) such retention period as shall be consistent with Buyer's records retention policy in effect from time to time, (b) the retention period required by applicable Law, (c) the completion of the Wind-Down of all Sellers and (d) in the case of books and records relating to Taxes, the expiration of the statute of limitations applicable to such Taxes. Buyer shall use commercially reasonable efforts to cause its applicable representatives (including applicable Transferred Employees) to reasonably cooperate with Sellers and their Affiliates and representatives in connection with the Wind-Down. Such access may include access to any information in electronic form to the extent reasonably available. Notwithstanding the foregoing, Buyer shall not be required to afford such access to the extent that Buyer reasonably believes that doing so would: (A) result in the loss of attorney-client privilege or (B) violate any applicable Law, provided that in the case of each of subclauses (A) and (B), Buyer shall use its commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in a loss of attorney-client privilege or a violation of applicable Law.

SECTION 6.02 *Insurance Matters*. From and after the Closing, the Purchased Assets, the Assumed Liabilities and the operations and assets and Liabilities in respect thereof, shall cease to be insured by any insurance policies or self-insurance programs maintained by Sellers or any of their respective Affiliates (excluding the Purchased Entities), and neither Buyer nor its Affiliates (including the Purchased Entities) shall have any access, right, title or interest to or in any such insurance policies or self-insurance programs (including to all claims and rights to make claims and all rights to proceeds) to cover the Purchased Assets, the Assumed Liabilities or the operations or assets or Liabilities in respect thereof; provided, however, that Buyer shall have the right to make claims and shall have the right to any proceeds (if any) with respect to the Purchased Assets or the Assumed Liabilities under any insurance policy for occurrence-based claims pertaining to, arising out of and inuring to the benefit of any Seller for all periods prior to the Closing, and such Seller shall use commercially reasonable efforts to seek the maximum recovery or allow Buyer to seek recovery (including by executing or delivering any document, agreement, instrument or other information as Buyer may reasonably request to seek such recovery) under such insurance policy, in each case, at Buyer's sole cost and expense (including, if and to the extent unpaid and otherwise payable as a result of such recovery, any deductibles, self-insured retentions or other out-of-pocket expenses required to be paid by Sellers or to the insurer in connection therewith), and such Seller

shall cooperate with Buyer's reasonable requests if Buyer seeks recovery, with respect to such matters and shall remit (or, at Buyer's request, direct any such insurer to pay directly to Buyer) any insurance proceeds actually obtained therefrom (net of such Seller's reasonable and documented out-of-pocket costs and expenses of seeking such recovery, to the extent not otherwise paid or reimbursed by Buyer) to Buyer or a Buyer Designee. Notwithstanding the foregoing, Sellers' obligations under this Section 6.02 shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation or limit their ability to close the Chapter 11 Cases after the Closing. Sellers' obligations under this Section 6.02 shall terminate upon the Cut-Off Date; provided that, if elected by Buyer in writing prior to the Cut-Off Date, Sellers shall use their commercially reasonable efforts to ensure that Buyer shall (at Buyer's cost and expense) continue to have the benefit of this Section 6.02 following the Cut-Off Date; provided that the obligations of each Seller under this Section 6.02 shall expire upon the completion of the Wind-Down of such Seller.

ARTICLE 7

COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Confidentiality*.

(a) Buyer acknowledges that the confidential information provided to Buyer in connection with this Agreement, including under Section 5.02 is subject to Section 9.13 (Confidentiality) of the Prepetition Super-Priority Credit Agreement.

(b) Sellers acknowledge that from and after the Closing, all non-public information relating to the Purchased Assets and the Assumed Liabilities will be valuable and proprietary to Buyer and its Affiliates. Sellers agree that, from and after the Closing, unless disclosure is requested or required under applicable Law, no Seller will, and Sellers will cause their Affiliates not to, disclose to any Person any confidential information regarding Buyer and its Affiliates, the Purchased Assets or the Assumed Liabilities; provided that (x) confidential information shall not include information that becomes generally available to the public other than through any action by any Seller or any of its Affiliates in violation this Section 7.01(a) and (y) confidential information may be used by Sellers solely to the extent necessary to defend any claims against any Seller; provided that in the case of clause (y), Sellers shall (i) disclose only that portion of such information which such Seller is advised by its counsel is legally required to be disclosed, (ii) other than in connection with any claims involving Buyer or its Affiliates, cooperate with Buyer (at its expense) to obtain a protective order or other confidential treatment with respect to such information and (iii) other than in connection with any claims involving Buyer or its Affiliates, provide Buyer with a reasonable opportunity to review and comment on such disclosure.

SECTION 7.02 *Further Assurances*.

(a) At and after the Closing, and without further consideration therefor, each of Sellers and Buyer shall execute and deliver such further instruments and certificates (including deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances) and use commercially reasonable efforts to take, or cause to be taken, all actions, and

do or cause to be done all things as may be reasonably necessary, to effectuate the purposes and intent of and consummate the transactions contemplated by this Agreement and the other Transaction Documents.

(b) The Parties agree to (and shall cause each of their respective Subsidiaries to) reasonably cooperate to provide each other with such information and assistance as is reasonably necessary for the preparation of any Tax Returns or for the defense of any Tax Claim, whether in connection with an audit or otherwise, relating to the Purchased Assets, the Purchased Entities, the Assumed Liabilities, the Business, the Excluded Assets, the Excluded Liabilities, Sellers, or the transactions contemplated hereby, including the furnishing or making available on a mutually convenient basis of records, personnel (as reasonably required), books of account, or other necessary materials.

(c) Sellers, with the consent of Buyer, shall designate one or more employees, to be mutually agreed between Sellers and Buyer, to communicate with Buyer in connection with, and assist in facilitating, the obligations of Sellers following the Closing Date including the Wind-Down (the "**Transition Employees**"), which employees shall remain employed with Sellers (which cost and expense shall be reflected in the Wind-Down Budget) through the period covered in the Wind-Down Budget ("**Transition Period**") or, if agreed between Sellers and Buyer, be employed by Buyer and provide such assistance to Sellers. If any Transition Employee terminates his or her employment prior to the expiration of the Transition Period, Sellers shall promptly designate a replacement. For the avoidance of doubt, Sellers shall retain all Liabilities related to the Transition Employees while employed by Sellers in connection with services provided hereunder during the Transition Period (subject to the inclusion of the costs and expenses in the Wind-Down Budget); provided, however, that following the expiration of the Transition Period, Buyer may offer employment to such employees pursuant to Section 7.05.

SECTION 7.03 *Certain Filings.*

(a) Sellers and Buyer shall cooperate with one another (i) with respect to their obligations set forth in Section 7.03(b), (ii) in determining whether any other action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material Contracts, in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents and (iii) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

(b) Buyer and Seller Parent shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Law to consummate and make effective the transactions contemplated by this Agreement, including filing, or causing to be filed, as promptly as practicable, (i) any required notification and report forms under the HSR Act or any other Antitrust Laws with the applicable Governmental Authority and (ii) any applications, notices, reports, disclosures or other filings related to the Permits with the applicable Governmental Authority that are necessary or advisable in connection with the consummation of the transactions contemplated by this Agreement (such applications, notices, reports, disclosures or other filings related to the Permits referenced in this clause (ii), including,

but not limited to, those as set forth on Section 7.03(b) of the Disclosure Schedules, the "**Permit Approvals**"); provided, however, that no Party shall be obligated to pay any consideration to any third party from whom consent or approval is requested under any Contract. Buyer and Seller Parent shall consult with each other as to the appropriate time of filing such notifications and shall agree upon the timing of such filings.

(c) Subject to appropriate confidentiality safeguards, each Party shall (i) respond promptly to any request for additional information, documents or other materials made by any Governmental Authority with respect to any filings or any of the transactions contemplated by this Agreement, (ii) promptly notify counsel to the other Party of, any communications from or with any Governmental Authority in connection with any of the transactions contemplated by this Agreement and, to the extent reasonably practicable, enable counsel to the other Party to participate in any such communications, (iii) not participate in any prescheduled telephonic or in-person meeting with any Governmental Authority in connection with any of the transactions contemplated by this Agreement unless such Party consults with counsel to the other Party in advance and, to the extent permitted by such Governmental Authority, gives the other Party a reasonable opportunity to attend, participate and speak thereat, (iv) furnish such information and assistance as may be reasonably requested in connection with the preparation of necessary filings or submission of information to the applicable Governmental Authority and provide counsel to the other Party the opportunity to review in advance any document, opinion or proposal to be made or submitted to any Governmental Authority, (v) defend all Proceedings to which it or any of its affiliates is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby, in each case until the issuance of a final, non-appealable Order with respect to each such Proceeding, (vi) seek to have lifted or rescinded any injunction or restraining order which may adversely affect the ability of the Parties to consummate the transactions contemplated by this Agreement, in each case until the issuance of a final, non-appealable Order with respect thereto, and (vii) use reasonable best efforts to resolve any objection or assertion by any Governmental Authority challenging this Agreement or the transactions contemplated hereby. Sellers and Buyer shall use their reasonable best efforts to cause the waiting periods under the HSR Act and any other Antitrust Laws to terminate or expire at the earliest possible date after the date of filing and to obtain all Permit Approvals as promptly as practicable. All filing fees relating to this Section 7.03 shall be borne and paid fully by Buyer.

(d) Notwithstanding anything to the contrary herein or otherwise, (i) Buyer and Company shall jointly determine strategy and timing and coordinate all activities with respect to seeking Permit Approvals, (ii) Seller Parent shall, and shall cause each Seller to, use its commercially reasonable efforts to take such actions as reasonably requested by Buyer, after consultation with Seller Parent, in connection with obtaining any such Permit Approvals, and (iii) Buyer shall use its commercially reasonable efforts to seek to obtain any Permits that are subject to a Permit Approval that are not transferrable and that are required to conduct the business of Seller Parent and its Subsidiaries in the Ordinary Course; provided, however, that neither Buyer nor Sellers shall be obligated to pay any material consideration to any Person to obtain any such replacement Permits.

(e) If any Permit Approval is not obtained prior to the Closing, then, until the earlier of such time as (i) such Permit Approval is obtained by Sellers, (ii) Buyer separately obtains any such Permit (sufficient to conduct the business of Seller Parent and its Subsidiaries in the Ordinary

Course) and (iii) the closing of the Chapter 11 Cases, Sellers shall, and shall cause their respective Subsidiaries to continue to, use reasonable best efforts to obtain, or cause to be obtained, such Permit Approval, and Buyer shall provide reasonable cooperation to Sellers, at Buyer's sole cost and expense, subject to any approval of the Bankruptcy Court that may be required, and Sellers shall and shall cause their Subsidiaries to enter into an arrangement reasonably acceptable to Buyer intended to both (A) provide Buyer, to the fullest extent not prohibited by applicable Law, the claims, rights, remedies and benefits under, and pursuant to, such Permit(s) and (B) cause Buyer, subject to Buyer receiving such claims, rights, remedies and benefits, to assume and bear all Assumed Liabilities with respect to such Permits from and after the Closing (as if such Permit had been transferred to Buyer as of the Closing) in accordance with this Agreement (including by means of any subcontracting, sublicensing or subleasing arrangement). Upon obtaining the relevant Permit Approval, each Seller shall, and shall cause any of its applicable Subsidiaries to, promptly sell, convey, assign, transfer and deliver to Buyer such Permit for no additional consideration.

SECTION 7.04 *Public Announcements*. On and after the date hereof and through the Closing Date, the Parties shall reasonably consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and no Party shall, except as may be required to comply with applicable Law, issue any press release or make any public statement prior to obtaining, with respect to Sellers, Buyer's, and with respect to Buyer, Seller Parent's, prior written consent (which consent, in each case, shall not be unreasonably withheld, conditioned or delayed); provided that notwithstanding the foregoing, Buyer and Sellers shall be entitled to disclose information regarding this Agreement or the transactions contemplated hereby to their respective Affiliates and its and their respective employees, direct or indirect equity owners, partners, prospective partners, investors, prospective investors, professional advisors and lenders who have a reasonable need to know the information or to whom there is an obligation to disclose such information and who agree to keep such information confidential or are otherwise bound to confidentiality obligations.

SECTION 7.05 *Employee Matters*.

(a) Subject to the terms of the RSA, at least ten (10) Business Days prior to the Closing, Buyer shall, or shall cause a Buyer Designee to, make an offer of employment, which offer shall be compliant with applicable Law, to commence as of the Closing, to each Employee who is employed immediately prior to the Closing and who will not be a Transition Employee (each such Employee, an "**Offered Employee**"). Each Offered Employee who receives and accepts such an offer of employment with Buyer or a Buyer Designee and commences employment with Buyer or a Buyer Designee and each employee whose employment transfers by operation of Law (including any individual employed by a Purchased Entity) is referred to herein as a "**Transferred Employee**," and Buyer shall, or cause the applicable Buyer Designee to, employ each Transferred Employee in accordance with such accepted offer and applicable Law as of the Closing. Buyer hereby agrees that, without limiting anything required by applicable Law, the offers to the Offered Employees shall include, and for the period immediately following the Closing through and including the twelve (12)-month anniversary of the Closing (or if earlier, a Transferred Employee's termination of employment) shall provide, (i) a level of base salary or hourly wages to each Transferred Employee that is no less favorable than the base salary or hourly wages provided to such Transferred Employee as of the date hereof, and (ii) benefit plans for the benefit or welfare

of each Transferred Employee (each, a "**Buyer Benefit Plan**"), that are substantially comparable in the aggregate to the benefits (except with respect to equity-based compensation and retention benefits, defined benefit pensions, change in control and similar transaction-based bonuses and post-employment welfare benefits, unless otherwise required by Law) provided to such Transferred Employee as of the date hereof.

(b) Following the Closing, Buyer shall process the payroll for, and pay (or cause to be paid), the base wages, base salary and ordinary course sales commissions accrued during the payroll period in which the Closing Date falls (the "**Closing Payroll Period**") with respect to each Employee employed at any time during the Closing Payroll Period other than Transition Employees. The Closing Payroll Period shall extend from the final payroll date preceding the Closing through and including the Closing Date. In connection therewith, Buyer shall withhold and remit, on behalf of Sellers, or the Purchased Entities, as applicable, all applicable Taxes, including payroll taxes, as required by Law.

(c) Buyer shall assume, pay and discharge the Employee Liabilities (including, without limitation, the Liabilities of Sellers for all current and deferred salary, wages, accrued but unused vacation, sick days, personal days and/or leave earned or accrued) for each Transferred Employee arising on or after the Closing Date. In addition, with respect to any Transferred Employee or Offered Employee which Buyer does not offer employment to or whose offer of employment is not consistent with Section 7.05(a), Buyer shall assume, pay and discharge the Liabilities of Sellers for (i) any obligations or Liabilities under any Assumed Plan other than any severance obligations under any Assumed Plan in connection with the termination of any such Offered Employee's employment with Seller and its Affiliates, and (ii) any Liabilities arising under an employee incentive or retention program or similar arrangement approved by the Bankruptcy Court. On or before the Closing Date, Sellers shall provide a list of the names and sites of employment of any and all employees of Sellers who have experienced, or are expected to experience, an employment loss or layoff (as defined by the WARN Act) within ninety (90) days prior to the Closing Date. Sellers shall update this list as reasonably requested up to and including the Closing Date. Except with respect to any Transferred Employee who is terminated by Buyer or an Affiliate of Buyer following the Closing Date, (i) Sellers shall be solely responsible for any and all Liabilities arising under the WARN Act relating to any Employees whose employment is terminated by Sellers prior to, upon, or following the Closing and (ii) each Seller shall be solely responsible for any and all Liabilities arising under the WARN Act and relating to any Employee whose employment is terminated by such Seller following the Closing; provided, Buyer shall be solely responsible for any and all Liabilities arising under the WARN Act at any time to the extent caused by Buyer's failure to comply with the covenants set forth in Section 7.05(a).

(d) Notwithstanding anything in this Agreement to the contrary, Buyer shall assume, pay and discharge the Liabilities of Sellers under COBRA (and any comparable state law) for all individuals who are "M&A qualified beneficiaries" (as such term is defined in U.S. Treasury Regulation Section 54.4980B-9) from and after the Closing. Buyer hereby acknowledges that (A) it will be a "successor employer" for purposes of U.S. Treasury Regulation Section 54.4980B-9 and other applicable purposes under COBRA and (B) that, without limiting the generality of the foregoing clause (A), Transition Employees will be treated as "M&A qualified beneficiaries" for purposes of COBRA as of the earlier of the termination of their employment with Sellers or after Sellers no longer provide any health, dental or vision benefit plans.

(e) Buyer shall, or shall cause one of its Affiliates to, provide to each Transferred Employee full credit for such Transferred Employee's service with Sellers prior to the Closing for all purposes, including for purposes of eligibility, vesting, benefit accrual, and determination of the level of benefits (excluding, unless required by Law, granting service credit with respect to benefit accrual under any defined benefit pension plan, retiree welfare plan or any frozen plan), under any benefit plan sponsored or maintained by Buyer or its Affiliates, as applicable, in which such Transferred Employee participates on or following the Closing to the same extent recognized by Sellers immediately prior to the Closing; provided, that, unless required by applicable Law, such service shall not be recognized to the extent that such recognition would result in a duplication of benefits or coverage. Buyer shall, or shall cause one of its Affiliates to, use commercially reasonable efforts to: (i) waive any limitation on health and welfare coverage of such Transferred Employees due to pre-existing conditions, waiting periods, active employment requirements, and requirements to show evidence of good health under any applicable health and welfare plan of Buyer or its Affiliates to the extent such Transferred Employees were covered under a similar Seller Plan prior to the Closing Date and only to the extent waived under a comparable Seller Plan prior to the Closing Date; and (ii) credit each such Transferred Employee (and such Transferred Employee's beneficiaries) with all eligible payments, co-payments and co-insurance paid by such employee (and such employee's beneficiaries) under any Seller Plan prior to the Closing Date during the year in which the Closing occurs for the purpose of determining the extent to which any such employee has satisfied any applicable deductible and whether such employee has reached the out-of-pocket maximum under any benefit plan of Buyer or any Affiliate of Buyer for such year.

(f) Buyer agrees to honor and assume, or to cause a Buyer Designee to honor and assume, in accordance with their current terms, each Assumed Plan and all trust agreements, insurance contracts, administrative service agreements and investment management agreements related to the funding and administrations of such Assumed Plans. Seller shall take such actions and reasonably cooperate with Buyer with respect to such obligations.

(g) No provision in this Section 7.05 or otherwise in this Agreement, whether express or implied, shall (a) create any third-party beneficiary or other rights in any employee or former employee of Sellers or any of their subsidiaries or Affiliates (including any beneficiary or dependent thereof), any other participant in any Seller Plan or any other Person; (b) create any rights to continued employment with Sellers, Buyer or any of their respective subsidiaries or Affiliates or in any way limit the ability of Sellers, Buyer or any of their respective subsidiaries or Affiliates to terminate the employment of any individual at any time and for any reason; or (c) constitute or be deemed to constitute an amendment to any Seller Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Sellers, Buyer or any of their subsidiaries or Affiliates.

SECTION 7.06 *Tax Matters*.

(a) With respect to any income Tax Returns of Sellers (or non-income Tax Returns of Sellers that are requested by Buyer or that Sellers determine implicate liabilities that are materially in excess of the liabilities with respect to such Tax Returns that were taken into account in determining the Wind-Down Amount) to be filed after the Closing that implicate Tax liabilities for which Buyer is responsible under the terms of this Agreement, including any amounts reflected in the Wind-Down Amount ("**Wind-Down Returns**"), any such Tax Returns shall be prepared

consistent with the past practice of Sellers with respect to similar factual and legal matters (except as otherwise required by Law or as provided herein) and such Tax Returns that are U.S. federal income tax returns shall be provided to Buyer at least thirty (30) days prior to the due date thereof (and for other Wind-Down Returns, as soon as reasonably practical) for its review, comment and approval (not to be unreasonably withheld, conditioned or delayed). Sellers shall incorporate any reasonable comments proposed by Buyer. Notwithstanding anything herein to the contrary, to the extent that Seller refuses to incorporate any such comments by Buyer (the "**Contested Reporting Position**"), Buyer shall be entitled to commission and seek from a nationally recognized accountant or counsel selected by Buyer a MLTN Opinion with respect to such Contested Reporting Position. In the event that the counsel or accountant delivers to Sellers the MLTN Opinion with respect to the Contested Reporting Position, Sellers shall reflect the tax position consistent with such MLTN Opinion on the applicable Wind-Down Return . The Parties shall cooperate in good faith in preparing and filing Wind-Down Returns and take any actions reasonably necessary to permit the Parties to carry out their obligations under this Section 7.06(a), including using commercially reasonable efforts to sign or file, or cause to be signed or filed, any Tax Return or provide customary Tax representations necessary for the execution of the MLTN Opinion to the extent reasonably possible and provide any records, documents or other information in their possession reasonably necessary for the preparation and filing of Wind-Down Returns or for any analysis reasonably required for purposes of the MLTN Opinion.

(b) For all purposes of this Agreement, in the case of any taxable period beginning on or before and ending after the Closing Date (a "**Straddle Period**"), (i) Property Taxes allocable to the Pre-Closing Tax Period shall be equal to the amount of such Property Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of calendar days in the entire Straddle Period, and (ii) Taxes (other than Property Taxes) allocable to the Pre-Closing Tax Period (including, for the avoidance of doubt, any Taxes with respect to income included pursuant to Section 951 and Section 951A of the Code) shall be computed as if such taxable period ended as of the end of the day on the Closing Date, and the taxable year of any other partnership, pass-through entity or "controlled foreign corporation" within the meaning of Section 957 of the Code that any Purchased Entity own, directly or indirectly, shall be deemed to end at the end of the Closing Date for such purposes; provided that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period in proportion to the number of days in each period. Any existing Tax Sharing Agreement, except for this Agreement and any ancillary agreements entered into in connection with this Agreement, between any Purchased Entity, on the one hand, and any Sellers or any of their Affiliates, on the other hand, shall be terminated as of the Closing Date.

(c) The Parties agree to treat any payment made from one Party to another pursuant to this Agreement that is not reflected as part of the Purchase Price under this Agreement as an adjustment to the Purchase Price for all income Tax purposes to the extent permitted by applicable Law.

(d) Prior to the Closing, each Seller shall cause to be delivered to Buyer a properly completed and validly executed IRS Form W-9 of such Seller (provided that the only remedy

available to Buyer for any failure to comply with this Section 7.06(d) shall be to make an appropriate withholding that is required by Law as a result of such failure).

(e) For the avoidance of doubt, notwithstanding anything else in this Agreement, (i) ownership of any Tax refunds, Tax overpayments or Tax attributes of the Purchased Entities shall transfer indirectly to Buyer as a result of the purchase of the Purchased Shares pursuant to this Agreement as provided under applicable Law (but such assets shall not constitute Purchased Assets or be separately purchased by Buyer); (ii) the Purchased Assets shall include any prepaid Property Taxes apportioned to Buyer under Section 7.06(b); and (iii) without limiting the application of the rules of the Code and Treasury Regulations with respect to any transaction structured as a G Reorganization, the Purchased Assets shall exclude all Tax payments made by the Sellers and Tax attributes of the Sellers (and the Parties intend that such attributes will be available to the Sellers to offset Taxes incurred in connection with any transfer of the Purchased Assets that is treated as a taxable asset acquisition for U.S. federal income tax purposes).

(f) All Transfer Taxes imposed on or with respect to the transactions contemplated hereby shall be borne one hundred percent (100%) by Buyer. The Party responsible under applicable Law for filing a Tax Return with respect to such Transfer Taxes shall prepare and timely file such Tax Return and promptly provide a copy of such Tax Return to the other party. Buyer and Sellers shall use commercially reasonable efforts and cooperate in good faith to reduce or eliminate any Transfer Taxes to the extent permitted by applicable Law.

(g) The Parties agree (i) to reasonably cooperate and provide information relevant to evaluating the tax consequences of the transactions contemplated by this Agreement (and to provide such cooperation and information on or prior to the date that is ten (10) Business Days prior to the Bid Deadline (as defined in the Bidding Procedures Motion) (such date, the "**Cooperation Date**"); (ii) in furtherance of the foregoing, on or prior to the Cooperation Date, Buyer will provide a proposed method for allocating amounts properly treated as consideration for U.S. federal income tax purposes among the assets acquired (or deemed acquired) hereby, which proposal shall include an allocation of value to each Purchased Entity organized outside the United States (provided that such proposal shall be reasonable and in accordance with applicable Laws) (the "**Initial Allocation Methodology**"); and (iii) on or prior to the Cooperation Date, Buyer shall provide notice of its intent to make or not make the election provided for in Section 338(g) of the Code with respect to the acquisition of each Purchased Entity (if such election is available under applicable Law). The Parties acknowledge that the information provided under this Section 7.06(g) is intended to facilitate making certain assumptions that will be utilized in determining amounts to be included within the Wind-Down Budget. To the extent that Buyer subsequently proposes to utilize a different allocation of value among the assets acquired (or deemed acquired) from the Initial Allocation Methodology proposed by Buyer and such different allocation is utilized, or to the extent that the Purchased Entities with respect to which an election under Section 338(g) of the Code is made differs from the proposal provided by Buyer hereunder, the Parties agree that Buyer will fund an incremental amount of cash that will become a part of the Wind-Down Budget in an amount equal to the incremental Taxes incurred by Sellers as a result of such differences (including for this purpose incremental Taxes incurred as a result of any payments under this Section 7.06(g)), if any.

(h) The Parties shall cooperate to determine and implement a plan for addressing intercompany positions owed between Sellers, or between Sellers and the Purchased Entities (or, after the Closing, between Sellers and Buyer and its Affiliates), which plan may involve the settlement, elimination, or assumption of such intercompany positions before, at or after the Closing, that is tax-efficient for Buyer, Sellers, and their respective Affiliates (and the Parties agree to determine such plan on or prior to the Cooperation Date).

SECTION 7.07 *Misallocated Assets*. If, following the Closing, Buyer or its Affiliates own or hold any Excluded Asset (including by having an Excluded Asset located at any Owned Real Property or any Leased Real Property that is or will be owned or leased by Buyer or any of its Affiliates), Buyer shall transfer, or shall cause its Affiliate to transfer, at no cost to Sellers, such Excluded Asset as soon as practicable to any Sellers designated by Seller Parent. If, following the Closing, Sellers or any of their respective Affiliates own any Purchased Asset, Sellers shall transfer, or shall cause their respective Affiliates to transfer, at no cost to Sellers, such Purchased Asset as soon as practicable to Buyer or an Affiliate designated by Buyer. Notwithstanding the foregoing, Sellers' obligations under this Section 7.07 shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation, or limit their ability to close the Chapter 11 Cases, after the Closing.

SECTION 7.08 *Payments from Third Parties after Closing*. In the event that any Seller receives any payment from a third party (other than Buyer or any of its Affiliates) after the Closing Date pursuant to any of the Purchased Contracts (or with respect to the operation by Buyer of the business of Sellers or any Purchased Asset during the post-Closing period) and to the extent such payment is not made in connection with an Excluded Asset or an Excluded Liability, Sellers shall, at no cost to Sellers, forward such payment, as promptly as practicable but in any event within thirty (30) days after such receipt, to Buyer (or other entity nominated by Buyer in writing to Sellers) and notify such third party to remit all future payments (in each case, to the extent such payment is in respect of any post-Closing period with respect to the business of Sellers and is not in respect of an Excluded Asset or an Excluded Liability) pursuant to the Purchased Contracts to Buyer (or such other entity). Notwithstanding anything to the contrary in this Agreement, in the event that Buyer or any of its Affiliates receives any payment from a third party after the Closing on account of, or in connection with, any Excluded Asset, Buyer shall forward such payment, at no cost to Buyer, as promptly as practicable but in any event within thirty (30) days after such receipt, to Seller Parent (or other entity nominated by Seller Parent in writing to Buyer) and notify such third party to remit all future payments on account of or in connection with the Excluded Assets to Seller Parent (or such other entity as Seller Parent may designate). Notwithstanding the foregoing, Sellers' obligations under this Section 7.08 shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation, or limit their ability to close the Chapter 11 Cases, after the Closing.

SECTION 7.09 *Bulk Transfer Laws*. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer Laws, and the Parties shall take all reasonable steps as may be necessary or appropriate to so provide in the Sale Order.

SECTION 7.10 *Bankruptcy Court Approval*.

(a) Sellers shall serve on all non-Debtor counterparties to all of their Contracts a notice specifically stating that Sellers are or may be seeking the assumption and assignment of such Contracts and shall notify such non-Debtor counterparties of the deadline for objecting to the Cure Costs, if any, which deadline shall not be less than seven (7) days prior to the Sale Hearing.

(b) Sellers and Buyer shall cooperate in good faith to obtain the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable, including furnishing affidavits, non-confidential financial information, or other documents or information for filing with the Bankruptcy Court and making such applicable respective Representatives of Buyer and Sellers and their respective Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing adequate assurances of performance by Buyer and/or the Buyer Designee(s) as required under Section 365 of the Bankruptcy Code, demonstrating that Buyer and/or the Buyer Designee(s), as applicable, is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code, and demonstrating that the Credit Bids were validly directed by the "Required Lenders" pursuant to, and as defined in, the DIP Credit Agreement and Prepetition Super-Priority Credit Agreement. Sellers and Buyer acknowledge that in order to obtain such approval Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets and that such demonstration shall include serving notice of the transactions contemplated by this Agreement to creditors and interested parties as ordered by the Bankruptcy Court.

(c) Each of Seller Parent and Buyer (or their applicable respective Representatives) shall appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and keep the other Party reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other Party with copies of notices or other communications received by such Party from the Bankruptcy Court or any third party or any Governmental Authority with respect to the transactions contemplated by this Agreement.

(d) Subject to entry of the Sale Order and upon consummation of the Closing, Buyer shall pay, or cause the payment of, the Cure Costs and cure any and all other defaults and breaches under the Purchased Contracts in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement.

(e) The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement, (B) the sale of the Purchased Assets to Buyer and/or the Buyer Designee(s) on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances) and (C) the performance by Sellers of their respective obligations under this Agreement, (ii) authorize and empower Sellers to assume and assign to Buyer and/or the applicable Buyer Designee(s) the Purchased Contracts, (iii) find that Buyer and/or the Buyer Designee(s), as applicable, is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that neither Buyer nor the Buyer Designee(s) is a

successor to any Seller and grant Buyer and/or the Buyer Designee(s) the protections of Section 363(m) of the Bankruptcy Code, (iv) find that Buyer and the Buyer Designee(s) shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement or as required under applicable nonbankruptcy Law, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, successor, or transferee Liability, labor law, de facto merger, or substantial continuity, (v) find that Buyer and/or the Buyer Designee(s), as applicable, has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption and assignment of the Purchased Contracts, (vi) to the extent that an Order of the Bankruptcy Court has not already done so, find that the Credit Bids were validly directed by the "Required Lenders" pursuant to, and as defined in, the DIP Credit Agreement and Prepetition Super-Priority Credit Agreement and (vii) find that neither Buyer nor any Buyer Designee shall have any Liability for any Excluded Liability. Without limiting Sellers' obligation to take all such actions as are reasonably necessary to obtain Bankruptcy Court approval of the Sale Order, Buyer agrees that it will promptly take reasonable actions to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Buyer and/or the Buyer Designee(s), as applicable, is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. Nothing in this Agreement shall require Buyer, a Buyer Designee, Sellers or their respective Affiliates to give testimony to or submit any pleading, affidavit or information to the Bankruptcy Court or any Person that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or their respective stakeholders.

(f) Sellers acknowledge and agree, and the Sale Order shall provide that, except as otherwise provided in Section 2.03, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Encumbrances of, against or created by Sellers or their bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Purchased Assets. On the Closing Date, the Purchased Assets shall be transferred to Buyer or to the applicable Buyer Designee, as applicable, free and clear of all obligations, Liabilities and Encumbrances, other than Permitted Encumbrances and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code.

(g) In the event the entry of the Bid Procedures Order, the Sale Order or any other Orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bid Procedures Order, the Sale Order or other such Order), Buyer and Sellers shall use commercially reasonable efforts to defend such appeal. Sellers shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure or (ii) imposed by the Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith.

(h) Notwithstanding anything contained herein to the contrary, during the pendency of the Chapter 11 Cases, Sellers shall not intentionally let lapse, reject or transfer any Excluded

Contract without first obtaining Buyer's prior written consent. In the event that any of the Parties to this Agreement discovers a Contract related to the business of Seller Parent and its Subsidiaries, the Purchased Assets or the Assumed Liabilities (whether prior to, on or following the Closing) and such Contract (i) was not set forth on Section 2.01(a) of the Disclosure Schedules, (ii) is a Contract which Buyer wishes to assume the rights and obligations of and (iii) has not been rejected by Sellers (with Buyer's prior written consent in compliance with the immediately preceding sentence), Buyer and Sellers shall execute, acknowledge and deliver such other instruments and take such further actions as are reasonably practicable for Buyer or the applicable Buyer Designee to assume the rights and obligations under such Contract as of the Closing (or, if applicable, as soon as reasonably practicable following the Closing), otherwise in accordance with Section 2.05.

SECTION 7.11 *No Successor Liability*. The Parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon the Closing, neither Buyer nor Buyer Designee shall be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into Sellers, (c) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers or (d) be liable or have any Liability for any acts or omissions of Sellers in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that neither Buyer nor any Buyer Designee shall have any Liability for any Encumbrance (other than the Assumed Liabilities and Permitted Encumbrances on the Purchased Assets) against Sellers or any of Sellers' predecessors or Affiliates, and neither Buyer nor any Buyer Designee shall have any successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date or in connection with the transactions contemplated to occur on the Closing, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the businesses of Sellers, the Purchased Assets or any Liability of Sellers arising prior to, or relating to any period occurring prior to, the Closing Date. The Parties agree that the Sale Order shall contain provisions substantially in the form set forth in this Section 7.11.

SECTION 7.12 *Change of Name*. Promptly (and, in any event, within ninety (90) Business Days or, to the extent approval by a Governmental Authority is required, such later time as is approved by such Governmental Authority) following the Closing, each Seller whose name includes the words "Robertshaw" or the other names listed on Section 7.12 of the Disclosure Schedules shall discontinue the use of their current name (and any other trade names or "d/b/a" names currently utilized by such Seller) and no Seller shall subsequently change any of their names to or otherwise use or employ any name which includes the words "Robertshaw" or the other names listed on Section 7.12 of the Disclosure Schedules without the prior written consent of Buyer, and each Seller shall cause the name of Sellers in the caption of the Chapter 11 Cases to be changed to the new names of each Seller.

SECTION 7.13 *Communications with Customers and Suppliers*. Prior to the Closing, the Parties shall reasonably cooperate with each other in coordinating their communications with any Material Customer, Material Supplier or other material contractual counterparty of Sellers in relation to this Agreement and the transactions contemplated hereby.

SECTION 7.14 *Wind-Down Budget*. On the Closing Date, Buyer shall fund, or cause to be funded, the Wind-Down Budget by payment of the Wind-Down Amount in accordance with Section 2.06 for the purpose of funding the orderly wind down of Sellers in accordance with applicable Law (the "**Wind-Down**"). The Wind-Down Budget shall be agreed on or prior to the Bid Deadline (as defined in the Bidding Procedures Motion); provided that the Wind-Down Budget and Wind-Down Amount shall be subject to adjustment (prior to the Closing) (a) as set forth in this Agreement, (b) as provided in the Sale Order or (c) as is otherwise mutually agreed to in writing by Seller Parent and Buyer; provided that any adjustments that increase the amount of the Wind-Down Budget or Wind-Down Amount shall be funded by Buyer or the Buyer Designee(s). Seller Parent and Buyer acknowledge that they shall use good faith efforts to ensure that the Wind-Down Budget makes adequate provision for costs, expenses and Taxes incurred or to be incurred in connection with the Wind-Down (including for this purpose, for the avoidance of doubt, Taxes incurred by Sellers prior to the consummation of the Wind-Down).

SECTION 7.15 *Investigation; Purchased Assets*.

(a) Buyer acknowledges for the benefit of Sellers (and their respective financial and other professional advisors) that it has conducted its own independent investigation and analysis of the business, operations, assets, liabilities, results of operations, condition (financial or otherwise) and prospects of the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities and the Purchased Entities, and that it and its representatives have received sufficient access to certain of the books and records, facilities, equipment, Contracts and other assets of the Business (including the Purchased Assets and the Purchased Entities) for such purpose. Buyer further acknowledges and agrees for the benefit of Sellers (and their respective financial and other professional advisors) that, except for the representations and warranties contained in Article 3 (as modified by the Disclosure Schedules), no Seller nor any of its respective Affiliates or financial or other professional advisors, nor its or their respective Representatives makes or has made any representation or warranty, either express or implied, or other statements or information concerning the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities or the Purchased Entities in connection with the transactions contemplated by this Agreement and Sellers hereby disclaim any other representations made by any Seller or any other Person concerning the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities or the Purchased Entities in connection with the transactions contemplated by this Agreement. No Seller makes any representations or warranties regarding the probable success or profitability of the Business. Buyer has not relied on any representation, warranty or other statement by any Person on behalf of Sellers, other than the representations and warranties of Sellers expressly contained in Article 3 (as modified by the Disclosure Schedules). Notwithstanding the foregoing, nothing in this Section 7.15 shall limit or alter the rights of Buyer under any other agreement with Sellers, including the RSA, the DIP Credit Agreement and the DIP Facility.

(b) Buyer agrees, warrants and represents that Buyer is purchasing the Purchased Assets on an "AS IS" and "WITH ALL FAULTS" based solely on the representations and warranties set forth in Article 3 (as modified by the Disclosure Schedules) and Buyer's own investigation of the Sellers, the Purchased Entities, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities and the Business. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by

Sellers and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." Buyer agrees, warrants and represents that, except for the express representations and warranties set forth in Article 3 (as modified by the Disclosure Schedules), Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE DISCLOSURE SCHEDULES), NO SELLER MAKES ANY EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS, THE PURCHASED ENTITIES, THE ASSUMED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES OR THE BUSINESS.

SECTION 7.16 *Releases.*

(a) Effective as of the Closing, each Seller, for itself and on behalf of its past, present and future controlled Affiliates and its and such Affiliates' respective current or former directors, officers, members, partners, managers, employees, agents, lenders, investment bankers, attorneys, accountants, advisors and other representatives (collectively, "**Representatives**"), and each of its and their respective successors, assigns, heirs and executors (each, a "**Seller Releasor**"), hereby irrevocably, knowingly, and voluntarily releases, discharges, and forever waives and relinquishes all claims, demands, Liabilities, losses, debts, costs, fees, expenses, penalties, Actions, covenants, suits, judgments, damages, defenses, affirmative defenses, setoffs, counterclaims, actions, obligations, and causes of action of whatever kind, character or nature, whether known or unknown, suspected or unsuspected, in contract, contingent or absolute, matured or unmatured, liquidated or unliquidated, direct or indirect, at Law or in equity, derivative or otherwise, which any Seller Releasor has, may have, or may assert now or in the future against (i) Buyer or any Buyer Designee, (ii) any Affiliates of Buyer or any Buyer Designee, (iii) any Representatives of Buyer or any Buyer Designee or their respective Affiliates, (iv) any current (as of the Closing Date) or former direct or indirect equity holder in Buyer or any Buyer Designee or any of their respective Affiliates, (v) any current or future direct or indirect equityholder of Seller Parent and its Representatives and their respective investment advisors or (vi) any lenders of Buyer, any Buyer Designee or their respective Affiliates (collectively, the "**Buyer Released Parties**"), in each case solely in its capacity as such, arising out of, based upon, or resulting from any Contract, transaction, event, circumstance, action, failure to act, occurrence, or omission of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the Closing or otherwise. In addition, notwithstanding the foregoing, nothing in this Section 7.16 shall be deemed to release, waive or otherwise diminish in any respect any rights or remedies of any Seller Releasor under this Agreement.

(b) Effective as of the Closing, Buyer, for itself and on behalf of its past, present and future controlled Affiliates and its and such Affiliates' respective Representatives, and each of its and their respective successors, assigns, heirs, and executors (each, a "**Buyer Releasor**"), hereby irrevocably, knowingly, and voluntarily releases, discharges, and forever waives and relinquishes all claims, demands, Liabilities, losses, debts, costs, fees, expenses, penalties, Actions, covenants, suits, judgments, damages, defenses, affirmative defenses, setoffs, counterclaims, actions, obligations, and causes of action of whatever kind, character or nature, whether known or

unknown, suspected or unsuspected, in contract, contingent or absolute, matured or unmatured, liquidated or unliquidated, direct or indirect, at Law or in equity, derivative or otherwise, which any Buyer Releasor has, may have, or may assert now or in the future against (i) each Seller, (ii) any Affiliates of Sellers and (iii) any Representatives of Sellers or their respective Affiliates (collectively, the "**Seller Released Parties**" and, together with the Buyer Released Parties, the "**Released Parties**"), in each case solely in its capacity as such, arising out of, based upon, or resulting from any Contract, transaction, event, circumstance, action, failure to act, occurrence, or omission of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the Closing or otherwise. In addition, notwithstanding the foregoing, nothing in this Section 7.16 shall be deemed to (x) release, waive or otherwise diminish in any respect any rights or remedies of any Buyer Releasor under this Agreement or (y) release, waive or otherwise diminish any claims, demands, Liabilities, losses, debts, costs, fees, expenses, penalties, Actions, covenants, suits, judgments, damages, defenses, affirmative defenses, setoffs, counterclaims, actions, obligations, and causes of action of whatever kind, character or nature, whether known or unknown, suspected or unsuspected, in contract, contingent or absolute, matured or unmatured, liquidated or unliquidated, direct or indirect, at Law or in equity, derivative or otherwise, which any Buyer Releasor has, may have, or may assert now or in the future against Invesco.

SECTION 7.17 *D&O Tail Policy*.

(a) At the Closing, Buyer shall, to the extent such policies are Purchased Assets, maintain any "tail" insurance policies procured and fully paid-up prior to Closing for the benefit of the present or former officers, managers or directors (each, a "**D&O Indemnified Person**") of each Seller (the "**D&O Tail Policy**"). To the extent the D&O Tail Policy is a Purchased Asset, none of Buyer nor any of its Affiliates shall, directly or indirectly, cancel or otherwise reduce coverage under, or otherwise amend in any manner adverse to any D&O Indemnified Person of any Seller, the D&O Tail Policy.

(b) The provisions of this Section 7.17 are intended to be for the benefit of, and will be enforceable by, each D&O Indemnified Person referred to in Section 7.17(a), his or her successors and heirs and his or her representatives, and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

ARTICLE 8

CONDITIONS TO CLOSING

SECTION 8.01 *Conditions to Obligations of Buyer and Sellers*. The obligations of each of Buyer and Sellers to consummate the Closing are subject to the satisfaction or valid waiver at or prior to the Closing of the following conditions:

(a) all waiting periods (including any extension thereof) applicable to the purchase and sale of the Purchased Assets under the HSR Act or any other Antitrust Law set forth on Section 8.01(a) of the Disclosure Schedules shall have expired or been terminated;

(b) no provision of any applicable Law and no judgment, injunction or Order shall then be in effect prohibiting or making illegal the consummation of the Closing;

(c) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order; and

(d) the Wind-Down Budget shall be in form and substance satisfactory to Buyer and Sellers.

SECTION 8.02 *Conditions to Obligation of Buyer*. The obligation of Buyer to consummate the Closing is subject to the satisfaction (or valid waiver) at or prior to the Closing of the following further conditions:

(a) the representations and warranties of Sellers in this Agreement shall be true and correct on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date, except where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality," "material adverse effect," "Material Adverse Effect" or similar qualifiers contained therein), has not had or would not reasonably be expected to have a Material Adverse Effect;

(b) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects;

(c) Sellers shall have delivered, or cause to be delivered, to Buyer each item set forth in Section 2.08(a);

(d) Sellers shall be in compliance with all of the milestones under the RSA, Cash Collateral Order, and DIP Order;

(e) the RSA (with no Seller default thereunder), Cash Collateral Order (to the extent not superseded by the DIP Order), the DIP Credit Agreement and the DIP Order shall remain in full force and effect;

(f) the Exit Financing Agreement shall have been fully executed;

(g) the relief requested in the Non-Participating Lender Adversary Proceeding shall have been granted by Final Order; and

(h) the relief requested in the Invesco Adversary Proceeding shall have been granted by Final Order.

SECTION 8.03 *Conditions to Obligation of Sellers*. The obligation of Sellers to consummate the Closing is subject to the satisfaction (or valid waiver) at or prior to the Closing of the following further conditions:

(a) the representations and warranties of Buyer in this Agreement shall be true and correct on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct (without giving effect to any limitation as to "materiality," "material adverse effect" or similar qualifiers contained therein) in all respects as of such earlier date, except where such failures to be true and correct would not materially impair or prevent Buyer's ability to consummate the transactions contemplated by this Agreement;

(b) the covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects; and

(c) Buyer shall have delivered, or cause to be delivered, to Seller Parent each item set forth in Section 2.08(b).

ARTICLE 9

SURVIVAL

SECTION 9.01 *Survival*. The Parties, intending to modify any applicable statute of limitations, agree that (a)(i) the representations and warranties in this Agreement and in any certificate delivered pursuant hereto and (ii) the covenants in this Agreement only requiring performance prior to the Closing shall, in each case, terminate and be of no further force and effect effective as of the Closing and shall not survive the Closing for any purpose, and thereafter there shall be no Liability on the part of, nor shall any claim be made by or on behalf of, any Party or any Party's Affiliates in respect thereof and (b) the covenants in this Agreement that contemplate performance at or after the Closing or expressly by their terms survive the Closing shall survive the Closing in accordance with their respective terms (the "**Surviving Post-Closing Covenants**") until the earliest of (i) full performance of such covenant in accordance with its terms, (ii) three (3) years following the Closing Date and (iii) with respect to each Seller individually, the completion of the Wind-Down of such Seller. Except with respect to the Surviving Post-Closing Covenants, no other remedy shall be asserted or sought by Buyer, and Buyer shall cause its Affiliates not to assert or seek any other remedy, against Sellers or any of their respective Affiliates under any contract, misrepresentation, tort, strict liability, or statutory or regulatory Law or theory or otherwise, all such remedies being hereby knowingly and expressly waived and relinquished to the fullest extent permitted under applicable Law. Buyer and Sellers acknowledge and agree, on their own behalf and on behalf of their Affiliates that the agreements contained in this Section 9.01 are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 9.01, none of the Parties would enter into this Agreement.

ARTICLE 10

TERMINATION

SECTION 10.01 *Grounds for Termination*. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Seller Parent and Buyer;

(b) by either Seller Parent or Buyer, if the Closing shall not have been consummated on or before **[_____]**, 2024 (the "**End Date**"); provided, however, if all of the conditions to Closing, other than the conditions set forth in Section 8.01(a) or Section 8.01(b), shall have been satisfied or shall be capable of being satisfied at the End Date, either Seller Parent or Buyer may, by written notice to the other Party, extend the End Date for a maximum of two (2) additional thirty (30)-day periods (each, a "**Renewal Period**") and such date, as so extended to the end of the first or second Renewal Period, as the case may be, shall be deemed the End Date; provided, further, that the right to terminate this Agreement pursuant to this Section 10.01(b) shall not be available to a Party whose breach of any of its representations, warranties, covenants or agreements contained herein has been the primary cause of the failure of the Closing to occur on or before the End Date;

(c) by either Seller Parent or Buyer, if at the end of the Auction for the Purchased Assets (if any), Buyer is not determined by Seller Parent to be either the "Successful Bidder" or the "Backup Bidder" (each as defined in the Bid Procedures Order);

(d) by Seller Parent, if Sellers are not then in material breach of their obligations under this Agreement and Buyer breaches or fails to perform any of its representations, warranties, covenants or agreements contained in this Agreement and such breach or failure to perform (i) would prevent the satisfaction of a condition set forth in Section 8.01 or Section 8.03, (ii) cannot be, or has not been, cured within ten (10) days following delivery of written notice to Buyer of such breach or failure to perform and (iii) has not been waived by Seller Parent;

(e) by Buyer, if Buyer is not then in material breach of its obligations under this Agreement and Sellers breach or fail to perform any of their representations, warranties, covenants or agreements contained in this Agreement and such breach or failure to perform (i) would prevent the satisfaction of a condition set forth in Section 8.01 or Section 8.03, (ii) cannot be, or has not been, cured within ten (10) days following delivery of written notice to Seller Parent of such breach or failure to perform and (iii) has not been waived by Buyer;

(f) by either Buyer or Seller Parent, (i) if the Bankruptcy Court enters an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Chapter 11 Cases without the prior approval of the Required Consenting Lenders (as defined in the RSA), (ii) if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of Seller Parent is appointed in the Chapter 11 Cases or (iii) an Order or dismissal, conversion or appointment is entered with respect to the Chapter 11 Cases for any reason and not reversed or vacated within fourteen (14) days after entry thereof;

(g) by Buyer or Seller Parent, if any Governmental Authority issues any Order permanently enjoining or otherwise permanently prohibiting the transactions contemplated by this Agreement and such Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 10.01(g) shall not be available to a Party that failed to use its reasonable best efforts to contest, resolve or lift such Order; provided, further, that the right to terminate this Agreement under this Section 10.01(g) shall not be available

to any Party if such Order was primarily caused by (i) such Party's material breach of any provision of this Agreement or (ii) such Party's failure to comply in any material respect with its obligations hereunder;

(h) automatically, and without any requirement of any Party to deliver any notice of such termination to any other Party, if Sellers publicly announce their support for any stand-alone plan of reorganization or liquidation (or publicly support any such plan filed by any other party), other than a wind-down plan of Sellers' estates post-Closing including pursuant to a plan of liquidation consistent with the RSA;

(i) by either Buyer or Seller Parent, if an Order of the Bankruptcy Court is entered denying approval of the Bid Procedures Order or the Sale Order and such Order shall have become a Final Order;

(j) by Buyer if the DIP Facility is accelerated and the Required DIP Lenders (as defined in the RSA) exercise remedies as set forth in the DIP Credit Agreement and DIP Orders;

(k) by Buyer if, under Section 363(k) of the Bankruptcy Code, Buyer is unable, pursuant to any Final Order to provide a credit bid (or otherwise bidding on such other terms as may be agreed by Buyer, in its sole discretion) as contemplated by this Agreement in connection with the payment of the Purchase Price;

(l) by Buyer if, during the pendency of the Chapter 11 Cases, any court of competent jurisdiction issues a ruling that the Consenting Lenders (as defined in the RSA) do not hold more than 50% of Claims comprising the total Prepetition First Out Super-Priority Claims and Prepetition Second Out Super-Priority Claims (each as defined in the RSA), or no longer constitute "Required Lenders" under the Prepetition Super-Priority Credit Agreement or the DIP Credit Agreement;

(m) by Buyer if any Seller enters into any settlement in connection with or related to the Invesco Adversary Proceeding or the Non-Participating Lender Adversary Proceeding without the consent of the Required Consenting Lenders;

(n) by Buyer if the Bankruptcy Court or a court of competent jurisdiction enters a Final Order denying, dismissing, or that is otherwise adverse to, the relief sought in the Non-Participating Lender Adversary Proceeding or the Invesco Adversary Proceeding;

(o) by Buyer upon the occurrence of any RSA Termination Event (other than as a result of a breach by the Required Consenting Lenders (as defined in the RSA)); or

(p) by Seller Parent upon the occurrence of any RSA Termination Event (other than as a result of a breach by Sellers).

The Party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(a)) shall give written notice of such termination to the other Party in accordance with Section 12.01. For the avoidance of doubt, each condition permitting termination of this Agreement set forth in this Section 10.01 shall be considered separate and distinct from each other such condition and, if more than one termination condition set forth in this Section 10.01 is

applicable, the Party exercising any such termination right shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

SECTION 10.02 *Effect of Termination*.

(a) If this Agreement is terminated as permitted by Section 10.01, (i) this Agreement shall become null and void and of no further force and effect, except for the provisions of Section 7.01(a), this Section 10.02, Section 10.03 and Article 12, which shall survive such termination of this Agreement and (ii) no Party (nor any stockholder, director, officer, employee, agent, consultant or representative of any such Party) shall thereafter have any Liability hereunder; provided that nothing in this Section 10.02 shall be deemed to release any Party from any Liability (x) for any breach of this Agreement occurring prior to its termination and (y) that may otherwise be provided in, or contemplated by, the provisions of Section 7.01(a) or Section 10.02(b).

(b) Notwithstanding anything contained in this Agreement to the contrary, in the event (i) this Agreement is terminated pursuant to Section 10.01(c), Section 10.01(e), Section 10.01(f), Section 10.01(h), Section 10.01(i), Section 10.01(j), Section 10.01(m) or Section 10.01(o) or (ii) (A) this Agreement is terminated pursuant to Section 10.01(b) or Section 10.01(g) and (B) at the time of such termination, Buyer is entitled to terminate this Agreement pursuant to Section 10.01(e), Sellers agree, on a joint and several basis, to pay Buyer the Expense Reimbursement (without duplication of the payment of such expenses under any other agreement with Sellers) by wire transfer of immediately available funds promptly within five (5) Business Days of such termination of this Agreement.

SECTION 10.03 *Costs and Expenses*. Except as otherwise expressly provided in this Agreement, including as set forth in Section 10.02(b), whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

ARTICLE 11

TAXES

SECTION 11.01 *G Reorganization*.

(a) Buyer has the right to elect at any time at least fifteen (15) Business Days prior to the Closing to cause Buyer and Sellers to use reasonable best efforts to structure or restructure the transactions contemplated by this Agreement and the Transaction Documents as a reorganization under Section 368(a)(1)(G) of the Code, with any actual or deemed distribution by Seller Parent (or, if applicable, any of its Subsidiaries) qualifying under Sections 354 and 356 of the Code but not under Section 355 of the Code ("**G Reorganization**" and such election, the "**G Reorganization Election**"); provided that in no event will Buyer or Sellers be required to undertake any action in connection with this Section 11.01 that would reasonably be expected to materially delay the Closing or otherwise prevent the Closing from occurring, and in no event will the failure of the transactions contemplated by this Agreement to qualify as a G Reorganization constitute a condition to Closing or permit any Party to terminate this Agreement.

(b) In the event that a G Reorganization Election is made, Buyer and Sellers shall use reasonable best efforts to (i) agree on the transaction steps to implement the G Reorganization in a manner that is otherwise consistent with the rights and obligations of Buyer and Sellers under this Agreement, (ii) treat the G Reorganization as a corporate acquisition of assets by Buyer to which Section 381 of the Code applies, (iii) agree that this Agreement (together with any other applicable documents) constitutes a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g) with neither Buyer nor any Seller taking any action or failing to take an action that would reasonably be expected to preclude the transactions contemplated by this Agreement (together with any other applicable documents) from qualifying as a G Reorganization and (iv) take (or not take) any other actions reasonably necessary to secure and preserve the qualification of any of the transactions set forth in this Agreement (together with any other applicable documents) as a G Reorganization, including with respect to (A) repayment, cancellation or settlement of, or other actions with respect to, any intercompany accounts on or before the Closing Date, (B) the merger of one member of Seller Parent or its Subsidiaries with another member of Seller Parent or its Subsidiaries on or before the Closing Date or conversion (or liquidation) of any such member into a limited liability company on or before the Closing Date, (C) the filing of any Tax elections to treat any such entity as a disregarded entity for U.S. federal income Tax purposes on or before the Closing Date, and (D) causing the formation of an entity that will act as the acquiror in the G Reorganization; provided, that in no event will Sellers be required to take or refrain from taking any action that would be contrary to Law.

(c) To the extent not addressed by the foregoing, Buyer and each Seller shall also furnish or cause to be furnished to each other all documentation and information of Sellers or any of their Affiliates as reasonably requested in connection with (i) the treatment of the transactions contemplated by this Agreement as one or more reorganizations under Section 368 of the Code and (ii) the Tax basis, losses, and credits (including carryovers), income, gains, deductions and other attributes or Tax items of Sellers or any of their Affiliates.

ARTICLE 12

MISCELLANEOUS

SECTION 12.01 *Notices*. All notices, requests and other communications to any Party hereunder shall be in writing and shall be delivered to the addresses set forth below (or pursuant to such other address(es) as may be designated in writing by the Party to receive such notice):

if to Buyer:

[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

with a copy, which shall not constitute notice, to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Scott J. Greenberg, Jason Zachary Goldstein and Robert B. Little
Email: sgreenberg@gibsondunn.com;
jgoldstein@gibsondunn.com;
rlittle@gibsondunn.com

if to Sellers, to:

Robertshaw US Holding Corp
1222 Hamilton Parkway
Itasca, IL 60143
Attention: Aaron Rachelson, Vice President & General Counsel
Email: aaron.rachelson@robertshaw.com

with a copy, which shall not constitute notice, to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Alexander Johnson, Javier Stark and George Klidonas
Email: alex.johnson@lw.com;
javier.stark@lw.com;
george.klidonas@lw.com

with a copy, which shall not constitute notice, to:

Debevoise & Plimpton LLP
66 Hudson Blvd E
New York, NY 10001
Attention: Sidney Levinson; Erica Weisgerber; Mitch Carlson
Email: slevinson@debevoise.com;
eweisgerber@debevoise.com;
mcarlson@debevoise.com

All such notices, requests and other communications shall be deemed received (a) if delivered prior to 5:00 p.m. New York time on a day which is a Business Day, then on such date of delivery if delivered personally, or, if by email, upon written confirmation of delivery by email (which may be electronic), and if personally delivered after 5:00 p.m. New York time, then on the next succeeding Business Day, (b) on the first (1st) Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid.

SECTION 12.02 *Amendments and Waivers*.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of Buyer and Seller Parent (on behalf of itself and each Seller) or, in the case of a waiver, by the Party against whom the waiver is to be effective; provided that any waiver asserted against any Seller shall be valid if given by Seller Parent on behalf of such Seller. For clarity, Bankruptcy Court approval shall not be required for any amendment to this Agreement.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 12.03 *Successors and Assigns*. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that subject to Buyer's right to designate a Buyer Designee as set forth in Section 2.01, Buyer, on the one hand, may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Seller Parent, and each Seller, on the other hand, may not assign, delegate or otherwise transfer any of their respective rights or obligations under this Agreement without the prior written consent of Buyer. Any attempted assignment in violation of this Section 12.03 shall be null and void, *ab initio*. Notwithstanding anything herein to the contrary, (a) in no event shall the designation of a Buyer Designee result in incremental Taxes that would be borne by or otherwise reduce any amounts available to Sellers and (b) Buyer shall provide Sellers with a reasonable advance notice prior to the designation of a Buyer Designee and shall cooperate in good faith with Sellers in connection therewith.

SECTION 12.04 *Governing Law*. This Agreement, and all disputes, claims and causes of action (whether in contract or tort) arising out of, relating to or in connection with this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, including with respect to the application of the State of Delaware's statute of limitations to any such disputes, claims or causes of action, without regard to the conflicts of law rules of such State.

SECTION 12.05 *Jurisdiction*. The Parties agree that, during the period from the date hereof until the date on which the Chapter 11 Cases are closed or dismissed (the "**Bankruptcy Period**"), any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The Parties further agree that, following the Bankruptcy Period, any Action with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the Parties exclusively in either the United States District Court for the District of Delaware or any state court of the State of Delaware located in such district, and each of the Parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such Action (including any Proceeding) and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Action (including any

Proceeding) in such courts or that any such Action (including any Proceeding) which is brought in such courts has been brought in an inconvenient forum. Process in any such Action (including any Proceeding) may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the District of Delaware or any state court of the State of Delaware. Without limiting the foregoing, each Party agrees that service of process on such Party in the manner as provided in Section 12.01 for notices shall be deemed effective service of process on such Party.

SECTION 12.06 *WAIVER OF JURY TRIAL*. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSES OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR THE SUBJECT MATTER HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.06 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

SECTION 12.07 *Counterparts; Third-Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of a .pdf version (or other electronic means) of one or more signatures to this Agreement shall be deemed adequate delivery for purposes of this Agreement. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. Except as otherwise expressly stated or referred to herein, and except for the Released Parties under Section 7.16, the applicable D&O Indemnified Persons under Section 7.17 and the Non-Recourse Parties under Section 12.13, no other provision of this Agreement is intended to confer upon any Person other than the Parties any rights, benefits, Proceedings or remedies hereunder.

SECTION 12.08 *Specific Performance*. It is understood and agreed by the Parties that money damages (even if available) would not be a sufficient remedy for any breach of this Agreement by Sellers or Buyer and as a consequence thereof, after the Bankruptcy Court's entry of the Sale Order, Sellers and Buyer shall each be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach in addition to any other remedy to which such Party may be entitled in Law or in equity, including an Order of the Bankruptcy Court or other court of competent jurisdiction requiring Buyer or Sellers, as may be applicable, to comply promptly with any of their obligations hereunder. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such Order.

SECTION 12.09 *Entire Agreement*. This Agreement and the other Transaction Documents (together with the Schedules and Exhibits hereto and thereto) constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to such subject matter. No Party to this Agreement shall be liable or bound to any other Party in any manner by any representations, warranties, covenants or agreements relating to such subject matter except as specifically set forth herein and therein. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

SECTION 12.10 *No Strict Construction*. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

SECTION 12.11 *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 12.12 *Disclosure Schedules*. The representations and warranties of Sellers set forth in this Agreement are made and given subject to the disclosures in the Disclosure Schedules. Inclusion of information in the Disclosure Schedules will not be construed as an admission that such information is material to the business, operations of condition (financial or otherwise) of Sellers or their respective businesses, in whole or in part, or as an admission of Liability or obligation of Sellers to any Person. The sections of the Disclosure Schedules have been organized for purposes of convenience in numbered sections corresponding to the sections in this Agreement; provided, however, that any disclosure in any section of the Disclosure Schedules will apply to and will be deemed to be disclosed with respect to any other representation and warranty, so long as the applicability of such disclosure is reasonably apparent on its face. It is understood and agreed that the specification of any dollar amount in the representations and warranties or covenants contained in this Agreement or the inclusion of any specific item in the Disclosure Schedules is not intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no Party or other Person shall use the fact of the setting of such

amounts or the fact of the inclusion of any such item in the Disclosure Schedules in any dispute or controversy as to whether any obligation, item or matter not described in this Agreement or included in the Disclosure Schedules is or is not material for purposes of this Agreement. Nothing in this Agreement (including the Disclosure Schedules) shall be deemed an admission by either Party or any of its Affiliates, in any Proceedings, that such Party or any such Affiliate, or any third party, is or is not in breach or violation of, or in default in, the performance or observance of any term or provisions of any Contract or Law. The Disclosure Schedules and the information and disclosures contained therein are intended only to modify the representations or warranties of Sellers contained in this Agreement. Where the terms of a contract or document have been summarized or described in the Disclosure Schedules, such summary or description does not purport to be a complete statement of the material terms of such contract or document, and all such summaries and descriptions are qualified in their entirety by reference to the contract or document being summarized or described to the extent such contract or other document has been made available to Buyer prior to the date hereof.

SECTION 12.13 *No Recourse*. Notwithstanding anything in this Agreement or in any other Transaction Document, the Parties hereby acknowledge and agree that, except to the extent a Person is a named party to this Agreement, no Person, including any current, former or future director, officer, employee, incorporator, member, manager, director, partner, investor, shareholder, agent, Representative, or Affiliate of any (collectively, the "**Non-Recourse Parties**"), shall have any liability to the other Party, and each Party shall have no recourse against, any Non-Recourse Party or any other Person other than the other Party in connection with any liability, claim or cause of action arising out of, or in relation to, this Agreement, any other Transaction Document or the transactions contemplated hereby and thereby, whether pursuant to any attempt to pierce the corporate veil, any claims for fraud, negligence or misconduct or any other claims otherwise available or asserted at law or in equity.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER PARENT

RANGE PARENT, INC.

By:_____
Name:
Title:

OTHER SELLERS

ROBERTSHAW US HOLDING CORP.

By:_____
Name:
Title:

ROBERTSHAW CONTROLS COMPANY

By:_____
Name:
Title:

BURNER SYSTEMS INTERNATIONAL, INC.

By:_____
Name:
Title:

ROBERTSHAW MEXICAN HOLDINGS LLC

By:_____
Name:
Title:

CONTROLES TEMEX HOLDINGS, LLC

By:_____
Name:
Title:

UNIVERSAL TUBULAR SYSTEMS, LLC

By:_____
Name:
Title:

ROBERTSHAW EUROPE HOLDINGS LLC

By:_____
Name:
Title:

BUYER

[_____]

By: _____
Name:
Title: