CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 28, 2026

United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
ASP UNIFRAX HOLDINGS, INC., *et al.*,[1]	)	Case No. 26-80008 (SWE)
Debtors.	)	(Jointly Administered)
	)	**Re**: **Docket No. 14**

INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "DIP Motion")[2] of ASP Unifrax Holdings, Inc. and each of its affiliates that are debtors and debtors-in-possession (each, a "Debtor" and, collectively,

[1] A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/Alkegen. The location of Debtor ASP Unifrax Holdings, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is Mandalay Tower III, 201 East John Carpenter Freeway, Suite 900, Irving, Texas 75062.

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the DIP Credit Agreement (as defined herein) or the DIP Motion, as applicable.

the "Debtors") in the above-captioned cases (the "Chapter 11 Cases") and pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 2002-1, 5005-1, 4001-1 and 9013-1 of the Bankruptcy Local Rules for the Northern District of Texas (the "Local Rules"), and the Procedures for Complex Cases in the Northern District of Texas (the "Complex Case Procedures" and, together with the Local Rules, the "Bankruptcy Local Rules"), seeking, among other things, entry of this interim order (this "Interim Order") and the Final Order (as defined herein):

(a) authorizing ASP Unifrax Holdings, Inc. (the "DIP Borrower") to obtain postpetition financing ("DIP Financing") pursuant to a superpriority senior secured and priming debtor-in-possession credit facility (the "DIP Facility"), subject to the terms and conditions set forth in that certain Superpriority Senior Secured Debtor-in-Possession Term Loan Credit Agreement and Note Purchase Agreement attached hereto as **Exhibit 1** (as amended, supplemented, or otherwise modified from time to time, the "DIP Credit Agreement"), by and among the DIP Borrower, DIP Guarantors (as defined herein), the lenders from time to time party thereto (collectively the "DIP Lenders"), and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in its respective capacities, together with its successors and permitted assigns, the "DIP Agent" and, collectively, with the DIP Lenders, the "DIP Secured Parties"), in an aggregate principal amount of $630,000,000 (the commitments in respect thereof, the "DIP Commitments"), consisting of:

i. (i) new money superpriority senior secured term loans and notes in an aggregate principal amount of $265,000,000 (such term loans and notes, the "Initial Instruments") and (ii) new money superpriority senior secured term loans and notes in an aggregate amount of $50,000,000 (such delayed draw term loans and notes, the "Delayed Draw Instruments," and the Delayed Draw Instruments together with the Initial Instruments, the "New-Money Instruments");

ii. Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes in the aggregate principal amount of $315,000,000 (each as defined in the DIP Credit Agreement) (the "Contingent Rolled-Up Instruments"), which Contingent Rolled-Up Instruments shall (i) have identical substantive rights (including, without limitation, with respect to guarantees, collateral, lien

priority, and claim treatment) to those of, and recover on a *pro rata* and *pari passu* basis with, the Prepetition First Lien Term Loan Obligations and Prepetition First Lien Note Obligations, as applicable; (ii) be deemed to be Prepetition First Lien Term Loans or Prepetition First Lien Notes under the Prepetition First Lien Documents for the sole purpose of (x) determining whether any Required Lender or Required Notes Holder (each as defined in the Prepetition First Lien Documents) threshold (or any other threshold of Prepetition First Lien Creditors) is met and (y) directing the respective Prepetition First Lien Agents; (iii) be classified together with the Prepetition First Lien Term Loan Obligations or Prepetition First Lien Note Obligations, as applicable, in any plan pursuant to chapter 11 of the Bankruptcy Code and receive the same voting rights and distributions as the Prepetition First Lien Term Loan Obligations and Prepetition First Lien Note Obligations under any plan pursuant to chapter 11 of the Bankruptcy Code; (iv) not accrue interest or fees pursuant to the DIP Credit Agreement (for the avoidance of doubt, the preceding shall not prohibit the accrual of interest on Roll-Up DIP Instruments following the substitution and exchange of the Contingent Rolled-Up Instruments); and (v) not constitute postpetition obligations and shall not be entitled to any DIP Liens or DIP Superpriority Claims (each as defined herein) on account of such Contingent Rolled-Up Instruments (collectively, the "Contingent Roll-Up"). Upon entry of the Interim Order and the occurrence of the Interim Roll-Up Date (as defined in the DIP Credit Agreement), $315,000,000 of aggregate Prepetition First Lien Obligations shall be authorized to automatically be deemed substituted and exchanged for $315,000,000 of Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes; and

iii. superpriority senior secured roll-up term loans and notes (the "Roll-Up DIP Instruments" and the Roll-Up DIP Instruments together with the New-Money Instruments, the "DIP Instruments") in an aggregate principal amount of $315,000,000, which shall consist of the Initial Rolled-Up Instruments (as defined herein) and the Final Rolled-Up DIP Instruments (as defined herein). Subject to entry of the (i) Interim Order and the occurrence of the Interim Roll-Up Date (as defined in the DIP Credit Agreement), $265,000,000 in aggregate Contingent Rolled-Up Instruments shall be authorized to automatically be deemed substituted and exchanged for $265,000,000 of Rolled-Up DIP Instruments (such substitution and exchange, the "Initial Roll-Up" and the Contingent Rolled-Up Instruments rolled-up, the "Initial Rolled-Up Instruments") and (ii) the Final Order and the occurrence of the Final Roll-Up Date (as defined in the DIP Credit Agreement), the Contingent Rolled-Up Instruments shall be deemed substituted and exchanged (the "Final Roll-Up") for $50,000,000 of Rolled-Up DIP Instruments (the "Final Rolled-Up DIP Instruments");

(b) authorizing the Debtors, other than the DIP Borrower and Lydall Netherlands B.V., to jointly and severally guarantee the DIP Instruments and the other

DIP Obligations (as defined herein) (such Debtors, other than the DIP Borrower, the "Debtor DIP Guarantors");

(c) authorizing and directing the Debtors to use reasonable best efforts to cause the DIP Guarantors that are not Debtors (the "Non-Debtor Subsidiary Guarantors" and together with the Debtor DIP Guarantors, the "DIP Guarantors" and, together with the DIP Borrower and the Debtor DIP Guarantors, the "DIP Credit Parties") to jointly and severally guarantee on the basis set forth in the DIP Credit Agreement, the DIP Instruments and the other DIP Obligations;

(d) authorizing the Debtor DIP Guarantors to, and authorizing and directing the Debtor DIP Guarantors to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors to, execute, deliver and perform under the DIP Credit Agreement and all other credit documentation related to the DIP Facility, including, without limitation, as applicable, security agreements, pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, fee or premium letters and such other documents that may be reasonably requested by the DIP Secured Parties in connection with the DIP Facility, in each case, as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively, together with the DIP Credit Agreement, any other Loan Documents, the DIP Financing solicitation documents, this Interim Order and, upon entry thereof, the Final Order, the "DIP Documents");

(e) authorizing and directing the Debtor DIP Guarantors to use reasonable best efforts to cause Lydall Netherlands B.V. to enter into the UK Supplemental Share Charge (as defined in the DIP Credit Agreement);

(f) authorizing and directing the Debtor DIP Guarantors to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors to, jointly and severally guarantee obligations with respect to loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including commitment premiums, upfront fees, backstop premiums, exit premiums, fronting fees, administrative agency fees, collateral agency or security trustee fees, obligations under the Secured Cash Management Agreements (under and as defined in the Prepetition First Lien Loan Documents), exit fees, and any other fees or premiums payable pursuant to the DIP Documents), costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the DIP Documents (collectively, the "DIP Obligations"), and to perform such other and further acts as may be required, necessary, desirable or appropriate in connection therewith;

(g) authorizing the Debtors, subject to this Interim Order and, with respect to the Final Rolled-Up DIP Instruments, the Final Order (upon its entry), to effectuate and incur the Contingent Rolled-Up Instruments and the Roll-Up DIP Instruments;

(h) subject and subordinate to the Carve Out (as defined herein) in all respects, granting to the DIP Agent, for itself and for the benefit of the DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations of the DIP Credit Parties;

(i) subject and subordinate to the Carve Out in all respects, granting to the DIP Agent, for itself and for the benefit of the other DIP Secured Parties, valid, binding, continuing, fully-perfected, enforceable, non-avoidable and automatically perfected first priority liens pursuant to section 364(c)(2), valid, binding, continuing, enforceable, fully-perfected, non-avoidable and automatically perfected junior liens pursuant to section 364(c)(3) of the Bankruptcy Code and valid, binding, continuing, enforceable, fully-perfected, non-avoidable and automatically perfected first priority priming liens pursuant to section 364(d) of the Bankruptcy Code on all DIP Collateral (as defined herein), including, without limitation, all Cash Collateral (as defined herein) and all proceeds thereof, on the terms described herein, and, subject only to and effective upon entry of the Final Order, any Avoidance Proceeds (as defined herein), in each case with the relative priorities set forth herein;

(j) authorizing the Debtors, the DIP Agent, acting at the direction of the Required DIP Creditors (as defined in the DIP Credit Agreement), and the Prepetition Agents (as defined herein), acting at the direction of the applicable required parties under the Prepetition Credit Documents (as defined herein), as applicable, to take all commercially reasonable actions to implement and effectuate the terms of this Interim Order;

(k) authorizing the Debtors to waive their right to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (together, the "Collateral") pursuant to section 506(c) of the Bankruptcy Code; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order;

(l) authorizing the Debtors to waive any "equities of the case" exception under section 552(b) of the Bankruptcy Code; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;

(m) waiving the equitable doctrine of "marshaling" and other similar doctrines (a) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (b) with respect to any of the Prepetition Collateral (including the Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties (as defined herein); *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;

(n) authorizing the Debtors to, and authorizing and directing the Debtors to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors to, use proceeds of the DIP Facility and Cash Collateral solely in accordance with this Interim Order, the Final Order (upon its entry) and the other DIP Documents, including to (i) use proceeds of the DIP Facility and Cash Collateral to (x) indefeasibly pay in full in cash the Prepetition First Lien Revolving Loan Obligations and (y) contemporaneously cash collateralize letters of credit issued and outstanding under the Prepetition First Lien Credit Agreement (the "Prepetition RCF Letters of Credit") at 103% of the face value thereof in the amounts (the "Letter of Credit Cash Collateral") in the manner specified in the payoff letter (the "Prepetition RCF Payoff Letter") and on the terms and conditions set forth in this Interim Order;

(o) authorizing the Debtors to, and authorizing and directing the Debtors to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors to, pay the principal, interest, fees, expenses, reimbursements and other amounts payable under this Interim Order, the Final Order (upon its entry) and the other DIP Documents (including the DIP Obligations) as such become earned, due and payable to the extent provided in, and in accordance with, this Interim Order, the Final Order (upon its entry) and the other DIP Documents;

(p) subject to the restrictions set forth in this Interim Order, the Final Order (upon its entry) and the other DIP Documents, authorizing the Debtors to use the Prepetition Collateral, including Cash Collateral of the Prepetition Secured Parties under the Prepetition Credit Documents, and to provide adequate protection to the Prepetition Secured Parties for any diminution in value of their respective interests in the Prepetition Collateral (including Cash Collateral), for any reason provided for under the Bankruptcy Code, including any diminution in value resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the "Automatic Stay"), the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral), and the priming of their respective interests in the Prepetition Collateral (including Cash Collateral);

(q) vacating and modifying the Automatic Stay to the extent set forth herein to the extent necessary to permit the Debtors and their affiliates, the DIP Secured Parties and the Prepetition Secured Parties to implement and effectuate the terms and provisions of this Interim Order, the DIP Documents and the Final Order (upon entry) and to deliver any notices of termination described below and as further set forth herein;

(r) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order and, upon entry, the Final Order; and

(s) scheduling a final hearing (the "Final Hearing") to consider final approval of the DIP Facility and use of Cash Collateral pursuant to a proposed final order

(the "Final Order"), as set forth in the DIP Motion and the DIP Documents filed with this Court.

The Court having considered the interim relief requested in the DIP Motion; and this Court having found that the relief requested in the DIP Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having reviewed the *Declaration of Robert Beasley in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "Beasley Declaration"), the *Declaration of Doug Donoghue in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "Donoghue Declaration" and together with the Beasley Declaration, the "DIP Declarations"), the available DIP Documents, and the First Day Declaration; and this Court having heard the evidence submitted and the arguments made at the interim hearing on the DIP Motion (the "Interim Hearing"); and this Court having found that proper, timely, and sufficient notice of the DIP Motion and Interim Hearing was provided in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and this Court having determined that the legal and factual bases set forth in the DIP Motion, the DIP Declarations, the

First Day Declaration, the available DIP Documents, and the record established at the Interim Hearing establish just cause for the relief granted herein; and this Court having found that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the DIP Credit Parties and their estates pending the Final Hearing, is fair and reasonable and in the best interests of the DIP Credit Parties and their estates, and is essential for the continued operation of the DIP Credit Parties' businesses and the preservation of the value of the DIP Credit Parties' assets; and this Court having found that the DIP Credit Parties' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and upon all of the proceedings had before this Court; after due deliberation and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. *Petition Date*. On July 26, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Texas (the "Court").

B. *Debtors in Possession*. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue*. This Court has core jurisdiction over the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* from the Court, dated August 3, 1984. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d), 364(e), 503, 506, 507, and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014, and Local Rules 2002-1, 4001-1, and 9013-1.

D. *Creditors' Committee Formation*. As of the date hereof, the United States Trustee for the Northern District of Texas (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee").

E. *Notice*. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the Interim Hearing and DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Local Rules, and no other or further notice is necessary or required under the circumstances to enter this Interim Order.

F. *Immediate and Irreparable Harm*. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing. It is a proper exercise of the Debtors' business judgment to incur the DIP Facility to support, among other things, the orderly continuation of the operation of the Debtors' businesses, to maintain business relationships with vendors, suppliers, and customers, to make capital

expenditures in the ordinary course of business, to pay adequate protection as set forth herein, and to satisfy other working capital and operational needs. The DIP Motion complies with section D of the Complex Case Procedures.

G. *Cash Collateral*. As used herein, the term "Cash Collateral" shall mean all of the Debtors' cash wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Prepetition Secured Parties and DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

H. *Debtors' Stipulations*. Subject only to the provisions and limitations contained in paragraph 20 hereof (including the Challenge Period, as defined herein), and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to consent to access to the Cash Collateral and subordination of the Prepetition Liens (as defined herein) to the Carve Out and DIP Liens (as defined herein), the Debtors admit, stipulate and agree that:

(i) *Prepetition First Lien Credit Agreement*. Pursuant to that certain First Lien Credit Agreement, dated as of September 30, 2024 (the "Prepetition First Lien Credit Agreement" and, collectively with the Intercreditor Agreements (as defined herein) (as applicable), the other Loan Documents (as defined in the Prepetition First Lien Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "Prepetition First Lien Loan Documents," and the term loans and commitments issued pursuant thereto, the "Prepetition First Lien Term Loans," and the revolving loans, swing line loans and letters of credit and commitments issued pursuant thereto, the "Prepetition First Lien Revolving Loans," and together with the Prepetition First Lien Term

Loans, the "Prepetition First Lien Loans"), by and among (a) ASP Unifrax Holdings, Inc., as borrower, and any other borrowers from time to time party thereto (in such capacity, the "Prepetition First Lien Borrowers"), (b) the guarantors from time to time party thereto (the "Prepetition First Lien Loan Guarantors," and together with the Prepetition First Lien Borrowers, the "Prepetition First Lien Loan Parties"), (c) JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Prepetition First Lien Administrative Agent"), (d) Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the "Prepetition First Lien Loan Collateral Agent") and (e) the Term Loan Lenders (as defined under the Prepetition First Lien Credit Agreement) (as referred to herein, the "Prepetition First Lien Term Lenders") and the Revolving Lenders, Issuing Banks and Swing Line Lenders (each as defined under the Prepetition First Lien Credit Agreement) (as referred to herein, the "Prepetition First Lien Revolving Lenders," and together with the Prepetition First Lien Term Lenders, the "Prepetition First Lien Lenders," and the Prepetition First Lien Term Lenders together with the Prepetition First Lien Administrative Agent and Prepetition First Lien Loan Collateral Agent, the "Prepetition First Lien Term Loan Secured Parties," and the Prepetition First Lien Revolving Lenders together with the Prepetition First Lien Administrative Agent and Prepetition First Lien Loan Collateral Agent, the "Prepetition First Lien Revolving Loan Secured Parties," and together with the Prepetition First Lien Term Loan Secured Parties, the "Prepetition First Lien Loan Secured Parties"), the Prepetition First Lien Lenders have extended the Prepetition First Lien Loans to and for the benefit of the Prepetition First Lien Loan Parties, and the Prepetition First Lien Loan Guarantors guaranteed, on a joint and several basis, the Prepetition First Lien Loans.

(ii) *Prepetition First Lien Indenture.* Pursuant to that certain First Lien Senior Secured PIK Toggle Notes Indenture, dated as of September 30, 2024 (as amended from time to

time, including but not limited to, by that certain First Supplemental Indenture, dated as of December 20, 2024, and as further amended by that certain Second Supplemental Indenture, dated as of February 11, 2025, and as further amended by that certain Third Supplemental Indenture, dated as of January 30, 2025, and as further amended by that certain Fourth Supplemental Indenture, dated as of February 11, 2025, and as further amended by that certain Fifth Supplemental Indenture, dated as of February 11, 2025, the "Prepetition First Lien Indenture," and collectively with the Intercreditor Agreements (as applicable), the other First Lien Note Documents (as defined in the Prepetition First Lien Indenture) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "Prepetition First Lien Note Documents," and together with the Prepetition First Lien Loan Documents, the "Prepetition First Lien Documents," and the notes issued pursuant to the Prepetition First Lien Indenture, the "Prepetition First Lien Notes"), by and among (a) ASP Unifrax Holdings, Inc., as issuer (in such capacity, the "Prepetition First Lien Issuer"), (b) the guarantors from time to time party thereto (the "Prepetition First Lien Note Guarantors," and together with the Prepetition First Lien Issuer, the "Prepetition First Lien Note Parties," and together with the Prepetition First Lien Loan Parties, the "Prepetition First Lien Credit Parties"), (c) Wilmington Trust, National Association, as trustee (in such capacity, the "Prepetition First Lien Notes Trustee"), and (d) Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the "Prepetition First Lien Note Collateral Agent," and together with the Prepetition First Lien Loan Collateral Agent, the "Prepetition First Lien Collateral Agents," the Prepetition First Lien Collateral Agents, collectively with the Prepetition First Lien Administrative Agent and Prepetition First Lien Notes Trustee, the "Prepetition First Lien Agents") for the benefit of the

holders of Prepetition First Lien Notes (the "Prepetition First Lien Noteholders," together with the Prepetition First Lien Lenders, the "Prepetition First Lien Creditors," the Prepetition First Lien Noteholders together with the Prepetition First Lien Agents, the "Prepetition First Lien Note Secured Parties" and, the Prepetition First Lien Note Secured Parties together with the Prepetition First Lien Loan Secured Parties, the "Prepetition First Lien Secured Parties"), the Prepetition First Lien Issuer issued the Prepetition First Lien Notes to the Prepetition First Lien Noteholders pursuant to that certain Purchase and Exchange Agreement, dated as of September 30, 2024 (the "Purchase and Exchange Agreement"), by and among (w) ASP Unifrax Holdings, Inc., (x) the other Obligors party thereto (as defined therein), (y) the New Money Investors (as defined therein), and (z) the Holders (as defined therein), and the Prepetition First Lien Notes Guarantors guaranteed, on a joint and several basis, the Prepetition First Lien Notes.

(iii) *Prepetition Second Lien Indenture*. Pursuant to that certain Second Lien Senior Secured PIK Toggle Notes Indenture, dated as of September 30, 2024 (as amended from time to time, including but not limited to, by that certain First Supplemental Indenture, dated as of October 16, 2024, and as further amended by that Second Supplemental Indenture, dated as of November 1, 2024, and as further amended by that Third Supplemental Indenture, dated as of November 13, 2024, and as further amended by that certain Fourth Supplemental Indenture, dated as of December 20, 2024, and as further amended by that certain Fifth Supplemental Indenture, dated as of February 11, 2025, and as further amended by that certain Sixth Supplemental Indenture, dated as of January 30, 2025, and as further amended by that certain Seventh Supplemental Indenture, dated as of February 11, 2025, and as further amended by that certain Eighth Supplemental Indenture, dated as of February 11, 2025, the "Prepetition Second Lien Indenture," and, collectively with the Intercreditor Agreements (as applicable) and the other

Second Lien Note Documents (as defined in the Prepetition Second Lien Indenture) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "Prepetition Second Lien Documents," the notes issued pursuant to the Prepetition Second Lien Documents, the "Prepetition Second Lien Notes," and the obligations in respect of the Prepetition Second Lien Notes, including any principal, interest, fees and other amounts due thereunder, the "Prepetition Second Lien Obligations"), by and among (a) ASP Unifrax Holdings, Inc., as issuer (in such capacity, the "Prepetition Second Lien Issuer"), (b) the guarantors from time to time party thereto (the "Prepetition Second Lien Guarantors," and together with the Prepetition Second Lien Issuer, the "Prepetition Second Lien Credit Parties"), and (c) Wilmington Trust, National Association, as trustee (in such capacity, the "Prepetition Second Lien Trustee") and collateral agent (in such capacity, the "Prepetition Second Lien Collateral Agent") for the benefit of the holders of Prepetition Second Lien Notes (the "Prepetition Second Lien Noteholders," together with the Prepetition Second Lien Trustee and Prepetition Second Lien Collateral Agent, the "Prepetition Second Lien Secured Parties"), the Prepetition Second Lien Issuer issued the Prepetition Second Lien Notes to the Prepetition Second Lien Noteholders pursuant to the Purchase and Exchange Agreement, and the Prepetition Second Lien Guarantors guaranteed, on a joint and several basis, the Prepetition Second Lien Notes.

(iv) *Prepetition Third Lien Indenture.* Pursuant to that certain Indenture governing the 5.250% Senior Secured Notes due 2028, dated as of September 30, 2021 (as amended from time to time, including but not limited to, by that certain Second Supplemental Indenture, dated as of September 30, 2024 (the "Prepetition Third Lien Second Supplemental Indenture"), the "Prepetition Third Lien Indenture," and, collectively with the Intercreditor

Agreements (as applicable) and the other First Lien Documents (as defined in the Prepetition Third Lien Indenture) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "Prepetition Third Lien Documents," the Prepetition Third Lien Documents, collectively with the Prepetition First Lien Documents and the Prepetition Second Lien Documents, the "Prepetition Secured Credit Documents," the notes issued pursuant to the Prepetition Third Lien Documents, the "Prepetition Third Lien Notes," and the obligations in respect of the Prepetition Third Lien Notes, including any principal, interest, fees and other amounts due thereunder, the "Prepetition Third Lien Obligations"), by and among (a) ASP Unifrax Holdings, Inc., as issuer (in such capacity, the "Prepetition Third Lien Issuer"), (b) the guarantors from time to time party thereto, who were subsequently released under the Prepetition Third Lien Second Supplemental Indenture (the "Prepetition Third Lien Guarantors"), and (c) Wilmington Trust, National Association, as trustee (in such capacity, the "Prepetition Third Lien Trustee") and notes collateral agent (in such capacity, the "Prepetition Third Lien Collateral Agent" and together with the Prepetition First Lien Agents, the Prepetition Second Lien Trustee, the Prepetition Second Lien Collateral Agent, and the Prepetition Third Lien Trustee, collectively, the "Prepetition Secured Agents"), the Prepetition Third Lien Issuer issued the Prepetition Third Lien Notes to the holders of Prepetition Third Lien Notes (the "Prepetition Third Lien Noteholders," together with the Prepetition Third Lien Trustee and Prepetition Third Lien Collateral Agent, the "Prepetition Third Lien Secured Parties," and the Prepetition Third Lien Secured Parties, together with the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties, each a "Prepetition Secured Party," and, collectively, the **"**Prepetition Secured Parties"). Pursuant to the Prepetition Third Lien Second Supplemental Indenture, and in connection with the

Purchase and Exchange Agreement, the Prepetition Third Lien Issuer (a) eliminated substantially all affirmative covenants and negative covenants, eliminated certain events of default, modified covenants regarding mergers and consolidations and modified or eliminated certain other provisions, including certain provisions relating to future guarantors and defeasance set forth in the Prepetition Third Lien Indenture, (b) released the guarantees provided by the Prepetition Third Lien Guarantors to the Prepetition Third Lien Indenture and (c) changed the lien priority of the Prepetition Third Lien Notes from first priority liens to third priority liens.

(v) *Prepetition Unsecured Indenture*. Pursuant to that certain Indenture, governing the 7.500% Senior Notes due 2029, dated as of September 30, 2021 (as amended by that certain Second Supplemental Indenture, dated as of September 30, 2024 (the "Prepetition Unsecured Second Supplemental Indenture"), the "Prepetition Unsecured Indenture," and the other Note Documents (as defined in the Prepetition Unsecured Indenture) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "Prepetition Unsecured Note Documents," together with the Prepetition Secured Credit Documents, the "Prepetition Credit Documents," the notes issued pursuant to the Prepetition Unsecured Note Documents, the "Prepetition Unsecured Notes"), by and among (a) ASP Unifrax Holdings, Inc., as issuer (in such capacity, the "Prepetition Unsecured Note Issuer" and the Prepetition Unsecured Note Issuer together with the Prepetition First Lien Credit Parties, the Prepetition Second Lien Credit Parties, and the Prepetition Third Lien Issuer, the "Prepetition Credit Parties"), (b) the guarantors from time to time party thereto, who were subsequently released under the Prepetition Unsecured Second Supplemental Indenture (the "Prepetition Unsecured Note Guarantors"), and (c) Wilmington Trust, National Association, as trustee (in such

capacity, the "Prepetition Unsecured Notes Trustee," and the Prepetition Unsecured Notes Trustee, collectively with the Prepetition First Lien Agents, the Prepetition Second Lien Trustee, the Prepetition Second Lien Collateral Agent, the Prepetition Third Lien Trustee, and the Prepetition Third Lien Collateral Agent, the "Prepetition Agents"), the Prepetition Unsecured Note Issuer issued the Prepetition Unsecured Notes to the holders of Prepetition Unsecured Notes (the "Prepetition Unsecured Noteholders"). Pursuant to the Prepetition Unsecured Second Supplemental Indenture, and in connection with the Purchase and Exchange Agreement, the Prepetition Unsecured Note Issuer (a) eliminated substantially all affirmative covenants and negative covenants, eliminated certain events of default, modified covenants regarding mergers and consolidations and modified or eliminated certain other provisions, including certain provisions relating to future guarantors and defeasance set forth in the Prepetition Unsecured Indenture and (b) released the guarantees provided by the Prepetition Unsecured Note Guarantors to the Prepetition Unsecured Indenture.

(vi) *Prepetition First Lien Revolving Loan Obligations*. The Prepetition First Lien Loan Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition First Lien Revolving Loan Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $186 million plus any accrued and unpaid interest thereon, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case,

as and to the extent provided in the Prepetition First Lien Documents (collectively, the "Prepetition First Lien Revolving Loan Obligations").

(vii) *Prepetition First Lien Term Loan Obligations*. The Prepetition First Lien Loan Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition First Lien Term Loan Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $1.67 billion plus any accrued and unpaid interest thereon, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition First Lien Documents (collectively, the "Prepetition First Lien Term Loan Obligations").

(viii) *Prepetition First Lien Note Obligations.* The Prepetition First Lien Note Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition First Lien Note Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $397 million plus any accrued and unpaid interest thereon, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing,

chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition First Lien Documents (collectively, the "Prepetition First Lien Note Obligations" and together with the Prepetition First Lien Revolving Loan Obligations and the Prepetition First Lien Term Loan Obligations, the "Prepetition First Lien Obligations").

(ix) *Prepetition Second Lien Obligations.* The Prepetition Second Lien Credit Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition Second Lien Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $945 million plus any accrued and unpaid interest thereon, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition Second Lien Documents.

(x) *Prepetition Third Lien Obligations.* The Prepetition Third Lien Issuer is justly and lawfully indebted and liable to the Prepetition Third Lien Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $102 million plus any accrued and unpaid interest thereon, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after

the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition Third Lien Documents (such Prepetition Third Lien Obligations, together with the Prepetition First Lien Obligations, and the Prepetition Second Lien Obligations, the "Prepetition Secured Obligations").

(xi) *Prepetition Unsecured Note Obligations.* The Prepetition Unsecured Note Issuer is justly and lawfully indebted and liable to the Prepetition Unsecured Noteholders without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $24 million plus any accrued and unpaid interest thereon, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition Unsecured Note Documents (collectively, the "Prepetition Unsecured Note Obligations" and the Prepetition Unsecured Note Obligations together with the Prepetition Secured Obligations, the "Prepetition Obligations").

(xii) *Prepetition Intercreditor Agreements*. Pursuant to that certain First Lien Pari Passu Intercreditor Agreement, dated as of September 30, 2024 (as may be amended, restated, amended and restated, supplemented or modified from time before the Petition Date, the "Prepetition First Lien Pari Passu Intercreditor Agreement"), by and among ASP Unifrax Holdings, Inc., as the company, the grantors from time to time party thereto, JPMorgan Chase Bank, N.A., as Initial First Lien Credit Agreement Representative (as defined therein), Wilmington Trust, National Association, as Initial Other Representative (as defined therein), Wilmington

Savings Fund Society, FSB, as Initial First Lien Collateral Agent (as defined therein), and each Additional First Lien Representative (as defined therein) and Additional First Lien Collateral Agent (as defined therein) from time to time party thereto, (a) the Prepetition First Lien Obligations are secured on a *pari passu* basis with respect to the property of the Debtors that constitutes the Prepetition First Lien Collateral; *provided* that the Prepetition First Lien Term Loan Obligations and the Prepetition First Lien Note Obligations are *pari passu* in right of payment (including any payment from proceeds, distributions or other recoveries in respect of Prepetition First Lien Collateral), and (b) the Prepetition First Lien Administrative Agent is the "Applicable Representative" under the Prepetition First Lien Pari Passu Intercreditor Agreement. Pursuant to that certain First Lien/Second Lien/Third Lien Intercreditor Agreement, dated as of September 30, 2024 (as may be amended, restated, amended and restated, supplemented or modified from time before the Petition Date, the "Prepetition 1L/2L/3L Intercreditor Agreement," and collectively with the Prepetition First Lien Pari Passu Intercreditor Agreement, the "Intercreditor Agreements"), by and among ASP Unifrax Holdings, Inc., as the company, the grantors from time to time party thereto, Wilmington Savings Fund Society, FSB, as Initial Senior Priority Representative (as defined therein), JPMorgan Chase Bank, N.A., as Initial First Lien Credit Agreement Administrative Agent (as defined therein), Wilmington Trust, National Association, as Initial First Lien Indenture Trustee (as defined therein), Wilmington Trust, National Association, as Initial Second Priority Representative (as defined therein), Wilmington Trust, National Association, as Initial Third Priority Representative (as defined therein), and each additional Third Priority Representative (as defined therein), Second Priority Representative (as defined therein), and Senior Representative (as defined therein) from time to time party thereto, (a) the Prepetition 2L Liens (as defined herein) are fully subject and subordinate to the Prepetition 1L Liens (as defined

herein) with respect to all property constituting Prepetition Second Lien Collateral (it being understood that all such property also constitutes the Prepetition First Lien Collateral), (b) the Prepetition 3L Liens (as defined herein) are fully subject and subordinate to the Prepetition 1L Liens and Prepetition 2L Liens with respect to all property constituting Prepetition Third Lien Collateral (it being understood that all such property also constitutes the Prepetition First Lien Collateral and Second Lien Collateral, respectively), and (c) the Prepetition First Lien Collateral Agents are the "Designated Senior Representative" under the Prepetition 1L/2L/3L Intercreditor Agreement. The Intercreditor Agreements shall (x) remain in full force and effect, (y) continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties (as applicable) (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under this Interim Order or otherwise) and (z) not be deemed to be amended, altered or modified by the terms of this Interim Order or the DIP Documents, unless expressly set forth herein or therein; *provided* that, for the avoidance of doubt, the Debtors shall have the authority to amend, restate, amend and restate, modify, supplement or otherwise alter the Intercreditor Agreements in accordance with the terms thereof following entry of this Interim Order without the need for further approval of the Court.

(xiii) *Prepetition 1L Liens*. As set forth more fully in the Prepetition First Lien Documents, as of the Petition Date, pursuant to and in connection with the Prepetition First Lien Documents, to secure the Prepetition First Lien Obligations, the Prepetition First Lien Credit Parties granted to the Prepetition First Lien Collateral Agents, for the benefit of themselves and the other Prepetition First Lien Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable first priority continuing liens on and security interests (collectively,

the "Prepetition 1L Liens") in the "Collateral" as defined in the Prepetition First Lien Credit Agreement (the "Prepetition First Lien Collateral").

(xiv) *Prepetition 2L Liens*. As set forth more fully in the Prepetition Second Lien Documents, as of the Petition Date, pursuant to and in connection with the Prepetition Second Lien Documents, to secure the Prepetition Second Lien Obligations, the Prepetition Second Lien Credit Parties granted to the Prepetition Second Lien Collateral Agent, for the benefit of itself and the other Prepetition Second Lien Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable second priority continuing liens on and security interests (collectively, the "Prepetition 2L Liens") in the "Collateral" as defined in the Prepetition Second Lien Indenture (the "Prepetition Second Lien Collateral").

(xv) *Prepetition 3L Liens*. As set forth more fully in the Prepetition Third Lien Documents, as of the Petition Date, pursuant to and in connection with the Prepetition Third Lien Documents, to secure the Prepetition Third Lien Obligations, the Prepetition Third Lien Issuer granted to the Prepetition Third Lien Collateral Agent, for the benefit of itself and the other Prepetition Third Lien Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable third priority continuing liens on and security interests (collectively, the "Prepetition 3L Liens," and collectively with the Prepetition 1L Liens and the Prepetition 2L Liens, the "Prepetition Liens") in the "Collateral" as defined in the Prepetition Third Lien Indenture (the "Prepetition Third Lien Collateral," and collectively with the Prepetition First Lien Collateral and the Prepetition Second Lien Collateral, the "Prepetition Collateral").

(xvi) *Validity, Perfection and Priority of the Prepetition 1L Liens and Prepetition First Lien Obligations.* The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prepetition 1L Liens on the Prepetition First Lien Collateral were valid, binding, non-avoidable,

properly perfected and enforceable and were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition 1L Liens were senior in priority over any and all other liens on the Prepetition First Lien Collateral, subject only to certain liens senior by operation of law or permitted by the Prepetition First Lien Documents (solely to the extent any such liens were permitted by the Prepetition First Lien Documents and valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date) (the "Permitted Prior Liens") (and, for the avoidance of doubt (x) all Prepetition Second Lien Collateral and Prepetition Third Lien Collateral also constitutes Prepetition First Lien Collateral, (y) the Prepetition Second Lien Obligations and Prepetition Third Lien Obligations are subordinate in right of payment with respect to the Prepetition First Lien Obligations with respect to any proceeds, distributions, or other recovery from any Prepetition First Lien Collateral, and (z) the Prepetition 2L Liens and Prepetition 3L Liens are subordinate in priority to the Prepetition 1L Liens with respect to all Prepetition First Lien Collateral); (c) the Prepetition First Lien Obligations constitute legal, valid, binding and non-avoidable obligations of the Prepetition First Lien Credit Parties enforceable in accordance with the terms of the Prepetition First Lien Documents (including, for the avoidance of doubt, the Intercreditor Agreements); (d) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition 1L Liens or Prepetition First Lien Obligations exist, and no portion of the Prepetition 1L Liens or Prepetition First Lien Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5

of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any Prepetition First Lien Secured Party or its respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition First Lien Documents; and (f) the Debtors waive, discharge and release any right to challenge any of the Prepetition First Lien Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition 1L Liens securing the Prepetition First Lien Obligations.

(xvii) *Validity, Perfection and Priority of the Prepetition 2L Liens and Prepetition Second Lien Obligations.* The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prepetition 2L Liens on the Prepetition Second Lien Collateral were valid, binding, non-avoidable, properly perfected and enforceable and were granted to, or for the benefit of, the Prepetition Second Lien Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition 2L Liens were senior in priority over any and all other liens on the Prepetition Second Lien Collateral, subject only to (1) senior Prepetition 1L Liens (and, for the avoidance of doubt (x) all Prepetition Second Lien Collateral and Prepetition Third Lien Collateral also constitutes Prepetition First Lien Collateral, (y) the Prepetition Third Lien Obligations are subordinate in right of payment with respect to the Prepetition Second Lien Obligations with respect to any proceeds, distributions or other recovery from any Prepetition Second Lien Collateral, and (z) the Prepetition 3L Liens are subordinate in priority to the Prepetition 2L Liens with respect to all Prepetition Second Lien Collateral) and (2) the Permitted Prior Liens; (c) the Prepetition Second Lien Obligations constitute legal, valid, binding and non-avoidable obligations of the Prepetition Second Lien Credit Parties enforceable in accordance with the terms of the Prepetition Second Lien Documents (including, for the avoidance of doubt, the Intercreditor Agreements); (d) no

offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition 2L Liens or Prepetition Second Lien Obligations exist, and no portion of the Prepetition 2L Liens or Prepetition Second Lien Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any Prepetition Second Lien Secured Party or its respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Second Lien Documents; and (f) the Debtors waive, discharge and release any right to challenge any of the Prepetition Second Lien Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition 2L Liens securing the Prepetition Second Lien Obligations.

(xviii) *Validity, Perfection and Priority of the Prepetition 3L Liens and Prepetition Third Lien Obligations.* The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prepetition 3L Liens on the Prepetition Third Lien Collateral were valid, binding, non-avoidable, properly perfected and enforceable and were granted to, or for the benefit of, the Prepetition Third Lien Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition 3L Liens were senior in priority over any and all other liens on the Prepetition Third Lien Collateral, subject only to (1) senior Prepetition 1L Liens and Prepetition 2L Liens and (2) the Permitted Prior Liens; (c) the Prepetition Third Lien Obligations constitute legal, valid, binding and non-avoidable obligations of the Prepetition Third Lien Issuer enforceable in accordance with the terms of the

Prepetition Third Lien Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition 3L Liens or Prepetition Third Lien Obligations exist, and no portion of the Prepetition 3L Liens or Prepetition Third Lien Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any Prepetition Third Lien Secured Party or its respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Third Lien Documents; and (f) the Debtors waive, discharge and release any right to challenge any of the Prepetition Third Lien Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition 3L Liens securing the Prepetition Third Lien Obligations.

(xix) *No Control*. None of the Prepetition First Lien Secured Parties or Prepetition Second Lien Secured Parties control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtors' operations are conducted or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Prepetition Credit Documents or the DIP Documents.

(xx) *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition Secured Parties and each of their respective Representatives (as defined herein) (in each case, in their capacity as such)

under or relating to any agreements by and among the Debtors and any Prepetition Secured Party that is in existence as of the Petition Date.

(xxi) *Release*. Effective as of the date of entry of this Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of (to the greatest extent permitted by law) the Non-Debtor Subsidiary Guarantors and its and their respective past, present and future predecessors, successors, heirs, subsidiaries and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits each Prepetition Secured Party, each DIP Secured Party, and each of their respective Representatives (collectively, the "Released Parties") from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) any Prepetition Credit Documents or the DIP Documents, the negotiation thereof or of the transactions and agreements reflected thereby, or the financial or other obligations owing or made thereunder (including any Prepetition Obligations or DIP Obligations), in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order. For the avoidance of doubt, nothing in this release shall relieve any of the Prepetition Secured Parties (as applicable), the DIP Secured Parties or the Debtors of their respective obligations under that certain Restructuring Support

Agreement, dated as of July 19, 2026 (the "RSA"), by and among the Debtors and the Consenting Stakeholders (as defined in the RSA) or the Definitive Documents (as defined in the RSA), including the DIP Documents, and nothing in this paragraph shall release the commitments or obligations of the DIP Secured Parties under the DIP Facility.

(xxii) *Corporate Authority*. Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

I. *Findings Regarding the DIP Financing and Use of Cash Collateral*.

(i) The Debtors seek authority to (a) enter into the DIP Facility and incur the DIP Obligations on the terms and conditions described herein and in the DIP Documents and (b) use Cash Collateral on the terms and conditions described herein, in each case, to administer these chapter 11 cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP Facility and use of Cash Collateral pursuant to the Final Order. Notice of the Final Hearing and the proposed Final Order will be provided in accordance with this Interim Order.

(ii) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the DIP Credit Parties to obtain financing and use of Cash Collateral pursuant to this Interim Order and the other DIP Documents and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid immediate and irreparable loss or damage to the Debtors and the estates.

(iii) The DIP Credit Parties have an immediate and critical need to obtain the DIP Financing and to use the Prepetition Collateral (including Cash Collateral) in order to, among other things, effectuate the Prepetition RCF Repayment, fund the administration of these Chapter 11 cases and ongoing business operations, leave trade creditors unimpaired, pave the way

for the Debtors' smooth emergence as a go-forward business, and pursue the value-maximizing restructuring transactions contemplated under the RSA, including to make distributions under the Plan contemplated thereby. The access of the DIP Credit Parties to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, the incurrence of new indebtedness under the DIP Documents and other financial accommodations provided under the DIP Documents are necessary and vital to the preservation and maintenance of the going concern values of the DIP Credit Parties and to a successful reorganization of the DIP Credit Parties for the benefit of all parties in interest.

(iv) The DIP Credit Parties 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 adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The DIP Credit Parties are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without granting to the DIP Secured Parties the DIP Liens and the DIP Superpriority Claims (as defined herein) and incurring the Adequate Protection Obligations (as defined herein), in each case subject and subordinate to the Carve Out in all respects, under the terms and conditions set forth in this Interim Order and in the DIP Documents.

(v) Based on the DIP Motion, the DIP Declarations, the First Day Declaration, and the record presented to the Court at the Interim Hearing, the Prepetition RCF Repayment is necessary and beneficial to the Debtors and their estates. Additionally, under the Prepetition First Lien Pari Passu Intercreditor Agreement, if any DIP financing is secured by liens that are *pari passu* with, or senior to, the liens securing the Prepetition First Lien Revolving Loan Obligations, all such Prepetition First Lien Revolving Loan Obligations must either be rolled up into the DIP

Financing *pari passu* with the other DIP Obligations and senior in payment priority (thereby maintaining their existing payment priority and obtaining administrative status) or be repaid in full in cash upon the interim funding thereof. Accordingly, the DIP Lenders were unable or unwilling to provide the DIP Facility absent the terms of and protections provided pursuant to the DIP Documents and this Interim Order, including with respect to the Prepetition RCF Repayment, as more fully set forth in the Beasley Declaration.

(vi) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral under the Prepetition Credit Documents that are subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Credit Documents, as applicable.

(vii) The Debtors desire to use a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph in their business operations that constitute Cash Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date or hereafter created or arising, including balances of funds in the DIP Credit Parties' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(viii) The terms and conditions of the DIP Documents (including with respect to the Prepetition RCF Repayment), the Adequate Protection, and the use of the Prepetition Collateral (including Cash Collateral) have, in each case, been negotiated in good faith and at arm's length among the DIP Credit Parties, the DIP Secured Parties and the Prepetition Secured Parties, and all of the DIP Credit Parties' obligations and indebtedness arising under, in respect of, or in

connection with, the DIP Financing and the DIP Documents, including: all DIP Instruments extended to and guarantees issued by the DIP Credit Parties pursuant to the DIP Documents and any DIP Obligations shall be deemed to have been extended by the DIP Secured Parties and their respective affiliates 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, and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) and/or 363(m) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(ix) The Prepetition Secured Parties have acted in good faith regarding the DIP Financing and the DIP Credit Parties' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the DIP Credit Parties' estates and continued operation of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(x) The Prepetition Secured Parties are entitled to the Adequate Protection (as defined herein) provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion, the DIP Declarations, and on the record presented to the Court at the Interim Hearing, the terms of the DIP Financing, the terms of the adequate protection granted to the Prepetition Secured Parties as provided in paragraph 15 of this Interim Order (the "Adequate Protection") and the terms on which

the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the DIP Documents are fair and reasonable, reflect the DIP Credit Parties' prudent exercise of business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral, including the Cash Collateral, and, to the extent their consent is required, the Prepetition Secured Parties have consented or are deemed to have consented to the use of the Prepetition Collateral, including the Cash Collateral, the priming of the Prepetition Liens by the DIP Liens pursuant to the terms set forth in this Interim Order and the DIP Documents; *provided* that nothing in this Interim Order or the DIP Documents shall (v) require the consent of the Prepetition Revolving First Lien Lenders (given the Prepetition RCF Repayment), (w) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in this Interim Order and in the context of the DIP Financing authorized by this Interim Order to the extent such consent has been or will be given, (x) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by the DIP Financing authorized by this Interim Order, (y) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection, assert that any proposed adequate protection in the Final Order is insufficient, or assert any rights of any of the Prepetition Secured Parties related thereto, and the rights of the DIP Credit Parties to object to such relief are hereby preserved, or (z) prejudice, limit or otherwise impair the ability of any Prepetition Secured Party to not consent to the use of the Prepetition Collateral in connection with the Final Order.

(xi) The exchange and substitution of certain Prepetition First Lien Obligations with Roll-Up DIP Instruments on a dollar-for-dollar basis in accordance with the terms and

conditions set forth in the DIP Credit Agreement and the other DIP Documents reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. The Roll-Up DIP Instruments are necessary for the Debtors to obtain the essential and valuable credit that is only available to the Debtors pursuant to the DIP Facility. Indeed, the Prepetition Secured Parties would not otherwise consent to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Secured Parties would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder without the roll-up of certain Prepetition First Lien Obligations. The Roll-Up DIP Instruments will benefit the Debtors and their estates because they will enable the Debtors to obtain urgently needed financing critical to administering the Chapter 11 Cases and funding their operations, which financing would not otherwise be available.

(xii) The Debtors have prepared and delivered to the advisors to the DIP Secured Parties an initial budget (the "Initial DIP Budget"), attached hereto as **Schedule 1** and attached to the DIP Credit Agreement as Exhibit G. The Initial DIP Budget reflects, among other things, the Debtors' anticipated sources and uses of cash receipts, net cash flows, liquidity and anticipated disbursements on a weekly basis, and is in form and substance satisfactory to the Required DIP Creditors. The Initial DIP Budget, and, thereafter, the most recent Updated Budget (as defined in the DIP Credit Agreement) accepted (or deemed accepted) by the Required DIP Creditors in accordance with Section 5.01(d)(i) of the DIP Credit Agreement shall constitute the approved budget (the "Approved Budget"); *provided* that if any Updated Budget is not approved, or if the Company and the Required DIP Creditors otherwise affirmatively agree, the Approved Budget then in effect shall remain in effect unless and until a new Approved Budget is approved by the Required DIP Creditors. The Initial DIP Budget has been thoroughly reviewed by the Debtors, their management and their advisors, and the Debtors believe that the Initial DIP Budget is

reasonable under the circumstances. The DIP Secured Parties are relying, in part, upon the DIP Credit Parties' agreement to comply with the Approved Budget, the other DIP Documents and this Interim Order in determining to enter into the postpetition financing arrangements provided for in this Interim Order and the other DIP Documents.

(xiii) The Debtors have agreed that, as a condition to obtaining financing under the DIP Facility and the use of Cash Collateral and as a material inducement to the DIP Secured Parties' agreement to provide the DIP Facility and the Prepetition Secured Parties' consent to the use of Cash Collateral, (1) each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code,(2) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral, and (3) none of the DIP Secured Parties or the Prepetition Secured Parties, as applicable shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine, and all proceeds thereof shall be received and used in accordance with this Interim Order; *provided* that the foregoing shall be without prejudice to any provisions of the Final Order with respect to the period from and after the entry of the Final Order.

J. *Immediate Entry*. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and 6003 and paragraph 13 of the Complex Case Procedures. Absent granting the relief set forth in this Interim Order, the DIP Credit Parties' estates will be immediately and irreparably harmed. Consummation of the DIP Financing and the use of Prepetition Collateral (including Cash Collateral), in accordance with this Interim Order and the DIP Documents are therefore in the best interests of the DIP Credit Parties' estates and

consistent with the DIP Credit Parties' exercise of their fiduciary duties. The DIP Motion and this Interim Order comply with the requirements of the Bankruptcy Local Rules.

K. *Permitted Prior Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, the DIP Credit Parties, the DIP Agent, the DIP Secured Parties, the Prepetition Revolving First Lien Lenders (prior to consummation of the Prepetition RCF Repayment), the Prepetition Agents, or the Prepetition Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Lien and/or security interests. The right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code is not a Permitted Lien and is expressly subject to the DIP Liens (as defined herein). The Prepetition Liens, and the DIP Liens that prime the Prepetition Liens, are continuing liens and the Prepetition Collateral and the DIP Collateral, as applicable, are and will continue to be encumbered by such liens in light of the integrated nature of the DIP Facility, the DIP Documents and the Prepetition Credit Documents.

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

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The interim relief sought in the DIP Motion is granted, the interim financing (including the Initial Roll-Up and Final Roll-Up) described herein is authorized and approved, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order. To the extent not

withdrawn, waived, settled, or resolved, all objections (if any) to this Interim Order are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. *Authorization of the DIP Financing and the DIP Documents*.

(a) The DIP Credit Parties are hereby authorized to, and the Debtors are authorized and directed to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors, to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The DIP Borrower is hereby authorized to borrow money pursuant to and as set forth in the DIP Credit Agreement, each DIP Guarantor is hereby authorized to, and the Debtors are authorized and directed to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors to, provide a guaranty of payment in respect of the DIP Borrower's obligations with respect to such borrowings, subject to any limitations on borrowing under the DIP Documents, which shall be used for all purposes permitted under this Interim Order and the other DIP Documents (and subject to and in accordance with the Approved Budget).

(b) In furtherance of the foregoing, and without further approval of this Court, each DIP Credit Party is hereby authorized to, and authorized and directed to use reasonable best efforts to cause the Non-Debtor Subsidiary Guarantors to, perform all acts, to make, execute, and deliver all instruments, certificates, agreements, charges, deeds, and other documents (including the execution or recordation of pledge and security agreements, guarantees, mortgages, financing statements, and other similar documents), and to pay all premiums, fees, expenses, costs, charges, reimbursement obligations (contingent or otherwise), disbursements and indemnities in connection

with or that may be reasonably required, necessary, or desirable for the DIP Credit Parties' performance of their obligations under or related to the DIP Financing, including:

(i) the execution and delivery of, and performance under, each of (x) the DIP Documents and one or more amendments, waivers, consents, or other modifications to and under the DIP Documents, in each case, in such form as the DIP Credit Parties and the DIP Agent (acting in accordance with the terms of the DIP Credit Agreement) may agree, it being understood that no further approval of this Court shall be required for any authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents (or any fees or other expenses (including attorneys', accountants', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other like obligations paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder or increase the aggregate commitments or the rate of interest payable thereunder; *provided* that, for the avoidance of doubt, updates, modifications, and supplements to the Approved Budget shall not require further approval of this Court and (y) the Prepetition RCF Payoff Letter;

(ii) the non-refundable payment to the DIP Secured Parties, as the case may be, of all fees, unused facility fees, amendment fees, prepayment premiums, early termination fees, servicing fees, audit fees, liquidator fees, structuring fees, administrative agent's, collateral agent's or security trustee's fees, upfront fees, closing fees, commitment fees, exit fees, closing date fees, backstop fees, original issue discount fees, prepayment fees or agency fees, indemnities and professional fees or other rights under the DIP Credit Agreement and the other DIP Documents (the payment of which fees shall be irrevocable, and shall be, and shall be deemed to have been, approved upon entry of this Interim Order, whether any such fees or premiums arose before, on or after the Petition Date, and whether or not the transactions contemplated hereby are

consummated, and upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise by any person or entity) and any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case as provided for in the DIP Documents or in any separate letter agreements with the Debtors and the costs and expenses as may be due from time to time, including, without limitation, the fees and expenses of the professionals retained by, or on behalf of, (i) the DIP Agent (including those of Seward & Kissel LLP and one local counsel retained thereby) and (ii) the ad hoc group of certain Prepetition Secured Parties that are DIP Lenders (advised by Davis Polk & Wardwell LLP, Haynes and Boone, LLP, each other local or special counsel retained thereby and PJT Partners LP) (the "Specified Ad Hoc Group Advisors"), in each case, as provided for in the DIP Documents (collectively, the "DIP Fees and Expenses"), without the need to file retention motions or fee applications; and

(iii) the performance of (A) all other acts required under or in connection with this Interim Order and the other DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims, perfection of the DIP Liens and the DIP Superpriority Claims, and consummation of the Prepetition RCF Repayment and (B) such other and further acts as may be necessary, desirable, or appropriate in connection with the DIP Facility or the DIP Documents, in each case, in accordance with the terms of the DIP Documents.

3. *DIP Obligations*. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute legal, valid, binding and non-avoidable obligations of the DIP Credit Parties, enforceable against each DIP Credit Party and their estates in accordance with the terms

of the DIP Documents and this Interim Order, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon execution and delivery of the DIP Documents, the DIP Obligations shall include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the DIP Credit Parties to any of the DIP Secured Parties, in such capacities, in each case, under, or secured by, the DIP Documents (including this Interim Order), including all principal, interest, costs, fees, expenses (including, without limitation, the DIP Fees and Expenses), premiums, indemnities and other amounts under the DIP Documents (including this Interim Order). The DIP Credit Parties shall be jointly and severally liable for the DIP Obligations in accordance with (and, as applicable, limited by) the DIP Documents. Except as permitted hereby, no obligation, payment, transfer, or grant of security hereunder or under the other DIP Documents to the DIP Secured Parties (including their Representatives) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under any of sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Indefeasible Repayment of the Prepetition First Lien Revolving Loan Obligations.*

(a) Upon entry of this Interim Order and following the funding of the Initial Instruments, the Debtors are authorized and directed to enter into the Prepetition RCF Payoff Letter and use the proceeds of the DIP Facility to indefeasibly pay in full in cash the Prepetition First Lien Revolving Loan Obligations in the amount of approximately $188 million and to cash collateralize the Prepetition RCF Letters of Credit in an amount of approximately $8.4 million (collectively, the "Prepetition RCF Repayment") in accordance with the Prepetition RCF Payoff Letter. Upon consummation of the Prepetition RCF Repayment, (i) the Revolving Commitments (as defined in the Prepetition Credit Documents) shall be reduced to $0 and terminated and the Prepetition First Lien Revolving Lenders shall cease to be Prepetition First Lien Lenders or Prepetition First Lien Secured Parties, and (ii) the Debtors are authorized to enter into a cash collateral agreement with each Issuing Bank (as defined in the Prepetition First Lien Credit Agreement) in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, Prepetition First Lien Agent, and each such Issuing Bank (the "Letter of Credit Cash Collateral"); *provided* that, notwithstanding anything to the contrary herein or in the DIP Documents and Prepetition Credit Documents, (i) any obligations under the Prepetition Credit Documents that, by their terms survive repayment of the Prepetition First Lien Revolving Loans and termination of the Revolving Commitments, shall not be so deemed fully repaid and satisfied in full and shall remain Prepetition First Lien Revolving Loan Obligations and the Prepetition First Lien Revolving Loan Secured Parties shall continue in such capacity with respect to surviving obligations and (ii) JPMorgan Chase Bank, N.A. shall be deemed to be a DIP Secured Party for purposes of

providing cash management and cash concentration services to the Debtors, and any obligations of the Debtors in respect of the same shall constitute DIP Obligations hereunder.

(b) For the avoidance of doubt, the DIP Liens shall not attach to the Letter of Credit Cash Collateral but shall attach to the Debtors' residual interest in such Letter of Credit Cash Collateral in accordance with the terms of such cash collateral agreements. As security for the continuing obligations of the Debtors with respect to such Prepetition RCF Letters of Credit, including without limitation, the payment of fees and immediate reimbursement of any draws on the Prepetition RCF Letters of Credit, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362 and 364 of the Bankruptcy Code, the Issuing Banks are hereby granted valid, binding, continuing, enforceable, non-avoidable and automatically and properly perfected senior first priority security interest and liens in the Letter of Credit Cash Collateral in accordance with the terms of any cash collateral agreement.

(c) The Issuing Banks are authorized without further notice or approval to debit the Letter of Credit Cash Collateral held by the Issuing Banks upon any draw on a Prepetition RCF Letter of Credit requested by the beneficiary in accordance with the terms of such Prepetition RCF Letter of Credit. To the extent that each Prepetition RCF Letter of Credit issued by any Issuing Bank is cancelled or returned undrawn, such Issuing Bank shall promptly, and in no event later than ten (10) business days after such cancellation or return, return to the Debtors any excess Letter of Credit Cash Collateral not applied to reimbursement or other obligations under the Prepetition RCF Letters of Credit and upon such excess Letter of Credit Cash Collateral shall be deemed automatically released and the DIP Liens shall automatically be deemed to apply to such Letter of Credit Cash Collateral subject to the relative priorities set forth herein. To the extent that any Prepetition RCF Letter of Credit issued by any Issuing Bank is canceled or returned undrawn, such

Issuing Bank shall promptly, and in no event later than ten (10) business days after such cancellation or return, return to the Debtors any excess Letter of Credit Cash Collateral not applied to reimbursement or other obligations under the Prepetition RCF Letters of Credit and upon such return to the Debtors, the applicable Issuing Bank's liens on such excess Letter of Credit Cash Collateral shall be deemed automatically released and terminated without any further action and such Letter of Credit Cash Collateral shall immediately and automatically be subject to the DIP Liens.

(d) Upon entry of this Interim Order, the Issuing Banks are hereby authorized to deliver notices of non-renewal with respect to any Prepetition RCF Letters of Credit in accordance with the terms of the applicable Prepetition RCF Letter of Credit. The Debtors shall pay all fees due to any Issuing Bank under the terms of the Prepetition First Lien Credit Agreement in respect of the Prepetition RCF Letters of Credit (the "Prepetition RCF Letter of Credit Fees") in cash as they come due in accordance with the applicable cash collateral agreement or the Prepetition First Lien Credit Agreement, if applicable. The Issuing Banks are hereby authorized to apply Letter of Credit Cash Collateral to the payment of any Prepetition RCF Letter of Credit Fees that become due and are not otherwise paid in accordance herewith. Nothing in this Interim Order or the DIP Documents shall prejudice the rights, remedies and privileges of the Prepetition First Lien Revolving Loan Secured Parties granted in the Bankruptcy Code or as set forth in the Prepetition First Lien Loan Documents to the extent the Prepetition First Lien Revolving Loan Obligations are, after repayment, required to be disgorged or otherwise avoided or reinstated, and all of the Prepetition First Lien Revolving Loan Secured Parties' rights, remedies and priorities under the Bankruptcy Code and the Prepetition Credit Documents (including the Intercreditor

Agreements) are hereby fully preserved, including, their right to seek additional or further adequate protection or the consensual use of cash collateral.

5. *Prepetition First Lien Obligations Roll-Up*.

(a) Subject to and effective upon entry of this Interim Order and in accordance with the terms and conditions set forth in this Interim Order, the DIP Credit Agreement, and the other DIP Documents, without any further action by the DIP Credit Parties or any other party, the DIP Credit Parties shall be deemed, automatically and without any further action, to substitute and exchange certain of the Prepetition First Lien Obligations of the Prepetition First Lien Creditors that are or will become DIP Lenders (in the aggregate amount equal to the aggregate amount of the Contingent Rolled-Up Instruments) on a cashless, dollar-for-dollar basis with the Contingent Rolled-Up Instruments. The Contingent Rolled-Up Instruments deemed substituted and exchanged under this paragraph 5(a) shall be deemed indefeasible and the Prepetition First Lien Obligations substituted thereby shall be deemed exchanged therefor by the DIP Lenders (or their investment advisors, managers or beneficial owners, as applicable, for the account of such DIP Lenders, or their related or affiliated funds and/or accounts or trade counterparties, as applicable, designated by such DIP Lenders) in accordance with this Interim Order and the terms of the other DIP Documents. The cashless substitution and exchange dollar-for-dollar of Prepetition First Lien Obligations under the Prepetition Secured Credit Documents, as applicable, by "rolling-up" such amounts into Contingent Rolled-Up Instruments as described in this paragraph 5(a) shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lenders to fund the New-Money Instruments. Notwithstanding anything to the contrary herein or in the DIP Documents, the claims and liens in

respect of the Contingent Rolled-Up Instruments shall be subject and subordinate to the claims and liens in respect of the Carve Out in all respects.

(b) Subject to this Interim Order (and with respect to the Final Rolled-Up DIP Instruments, the Final Order) and effective upon the funding of the Initial Instruments and occurrence of the Interim Roll-Up Date (and with respect to the Final Rolled-Up DIP Instruments, the funding of the Delayed Draw Instruments and occurrence of the Final Roll-Up Date) and in accordance with the terms and conditions set forth in this Interim Order (and with respect to the Final Rolled-Up DIP Instruments, the Final Order), the DIP Credit Agreement, and the other DIP Documents, without any further action by the DIP Credit Parties or any other party, the DIP Creditors holding Contingent Rolled-Up Instruments shall be deemed, automatically and without any further action, to substitute and exchange Contingent Rolled-Up Instruments (in the aggregate amount equal to the aggregate amount of the Rolled-Up Instruments) on a cashless, dollar-for-dollar basis with the Rolled-Up Instruments. The Rolled-Up Instruments deemed substituted and exchanged under this paragraph 5(b) shall be deemed indefeasible and the obligations in respect of the Contingent Rolled-Up Instruments substituted thereby shall be deemed exchanged therefor by the DIP Creditors (or their investment advisors, managers or beneficial owners, as applicable, for the account of such DIP Creditors, or their related or affiliated funds and/or accounts or trade counterparties, as applicable, designated by such DIP Creditors) in accordance with this Interim Order and the terms of the other DIP Documents. The cashless substitution and exchange dollar-for-dollar of Contingent Rolled-Up Instruments under the DIP Documents as described in this paragraph 5(b) shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Creditors to fund the New-Money Instruments. Notwithstanding anything to the contrary herein

or in the DIP Documents, the claims and liens in respect of the Rolled-Up Instruments shall be subject and subordinate to the claims and liens in respect of the Carve Out in all respects.

(c) The Debtors, the DIP Agent, acting at the direction of the Required DIP Creditors, and the Prepetition First Lien Agents, acting at the direction of the required parties under the Prepetition First Lien Documents, are hereby authorized and directed to take any actions as may be necessary or advisable to effectuate the issuance of the Initial Rolled-Up Instruments and Contingent Rolled-Up Instruments. For the avoidance of doubt, the Debtors shall provide cancellation orders to the Prepetition First Lien Notes Trustee pursuant to the Prepetition First Lien Indenture, directing the Prepetition First Lien Notes Trustee to cancel Prepetition First Lien Notes that are rolled up into, and substituted and exchanged for, Initial Rolled-Up Instruments or Contingent Rolled-Up Instruments. The Prepetition First Lien Notes Trustee is authorized to follow such cancellation orders and in no event shall the Prepetition First Lien Notes Trustee have any obligation or liability regarding the content of any such cancellation order.

(d) *Treatment of Contingent Rolled-Up Instruments*. Until such time (if ever) as the Contingent Rolled-Up Instruments become Roll-Up DIP Instruments, the Contingent Rolled-Up Instruments shall (i) have identical substantive rights (including, without limitation, with respect to guarantees, collateral, lien priority, and claim treatment) to those of, and recover on a *pro rata* and *pari passu* basis with, the Prepetition First Lien Term Loan Obligations and Prepetition First Lien Note Obligations, as applicable; (ii) be deemed to be Prepetition First Lien Term Loans or Prepetition First Lien Notes under the Prepetition First Lien Documents for the sole purpose of (x) determining whether any Required Lender or Required Notes Holder (each as defined in the Prepetition First Lien Documents) threshold (or any other threshold of Prepetition First Lien Creditors) is met and (y) directing the respective Prepetition First Lien Agents; *provided*,

that, for the avoidance of doubt, (A) the Prepetition First Lien Agents shall have no duties to holders of Contingent Rolled-Up Instruments; *provided*, *however*, that the Prepetition First Lien Agents may, in accordance with the applicable Prepetition Credit Documents, continue to act on any valid direction provided by such holders of Contingent Rolled-Up Instruments deemed to be holders of Prepetition First Lien Term Loan Obligations and Prepetition First Lien Note Obligations who provide such direction prior to the Final Roll Up (which shall be counted for purposes of determining Required Lenders, Required Notes Holders or any other threshold of Prepetition First Lien Creditors); (B) all rights and protections afforded to the Prepetition First Lien Agents under the Prepetition First Lien Documents relating to actions taken at the direction of the applicable Prepetition First Lien Creditors shall apply with respect to any directions provided by the holders of Contingent Rolled-Up Instruments as set forth herein; and (C) the Prepetition First Lien Agents shall be entitled to rely conclusively on confirmation from the Debtors regarding the amount of Contingent Rolled-Up Instruments held by each holder thereof in taking any actions pursuant to this clause (ii); (iii) be classified together with the Prepetition First Lien Term Loan Obligations or Prepetition First Lien Note Obligations, as applicable, in any plan pursuant to chapter 11 of the Bankruptcy Code and receive the same voting rights and distributions as the Prepetition First Lien Term Loan Obligations and Prepetition First Lien Note Obligations under any plan pursuant to chapter 11 of the Bankruptcy Code; and (iv) not constitute postpetition obligations and shall not be entitled to any DIP Liens or DIP Superpriority Claims on account of such Contingent Rolled-Up Instruments. Upon the deemed borrowing by the DIP Borrower of the Roll-Up DIP Instruments, an equivalent aggregate amount of Contingent Rolled-Up Instruments shall be deemed cancelled and shall not entitle the DIP Borrower to receive any cash or other consideration from any DIP Lender and, notwithstanding that no such cash is

exchanged, the DIP Borrower shall owe the aggregate principal amount of the Roll-Up DIP Instruments to the DIP Lenders under the DIP Credit Agreement and not under the Prepetition First Lien Documents.

(e) The Initial Roll-Up authorized upon entry of this Interim Order shall be final, subject only to the right of parties in interest (other than the DIP Credit Parties, the DIP Lenders, and the Consenting Stakeholders (as defined in the Restructuring Support Agreement)) to seek a determination in accordance with paragraph 20 below that such Initial Roll-Up resulted in the payment of an unsecured prepetition claim of the Prepetition First Lien Creditors.

6. *Carve Out*.

(a) 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 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 $100,000 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, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Creditors' Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") (in each case, not including any restructuring sale, success, capital raising or other transaction fee of any investment bankers or financial advisors; provided that, for the avoidance of doubt, any monthly fees (if any) of any investment bankers or financial advisors shall be included to the extent such fees are incurred) at any time before or on

the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $4,000,000 incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being 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 Agent, acting at the direction of the Required DIP Creditors (or, after the DIP Obligations have been indefeasibly paid in full and the Commitments terminated, the Prepetition First Lien Administrative Agent), to the Debtors, their lead restructuring counsel, lead counsel to the DIP Lenders, the Prepetition Secured Agents, the U.S. Trustee, and counsel to the Creditors' Committee (if any), which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreement), and acceleration of the DIP Obligations under the DIP Facility or termination of the Debtors' right to use Cash Collateral, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. (New York time) on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (other than any restructuring, sale, success, capital raising or other transaction fee of any investment bankers or financial advisors, collectively, "Estimated Fees and Expenses") incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the

cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); *provided* that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered promptly to the DIP Agent). If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person.

(c) Carve Out Reserves.

(i) Commencing with the week ended July 31, 2026, and on or before the fourth business day of each week thereafter, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, any available cash thereafter held by any Debtor to fund a reserve in an aggregate amount (and without duplication of amounts) equal to the sum of (A) the greater of (1) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statements delivered on the immediately prior

Wednesday to the Debtors and the DIP Agent, and (2) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, *plus* (B) the Post-Carve Out Trigger Notice Cap, *plus* (C) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the week occurring after the most recent Calculation Date; *provided*, that for the avoidance of doubt, the amounts funded pursuant to the foregoing clauses (A)(1) and (2) shall not include amounts in respect of any sale, success, capital raising or other transaction fee of any investment bankers or financial advisors. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "Funded Reserve Account") to pay such Allowed Professional Fees (the "Funded Reserves") prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve Out Trigger Notice is given by the DIP Agent to the Debtors with a copy to lead counsel to the DIP Lenders and to counsel to the Creditors' Committee (if any) (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including

cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims.

(d) Application of Carve Out Reserves.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (a)(i) through (a)(iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until the Pre-Carve Out Amounts are indefeasibly paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 6(d)(iii) below, all remaining funds shall be distributed first to the DIP Agent on account of the DIP Obligations until indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date and as otherwise set forth in this Interim Order.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (a)(iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"). If the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 6(d)(iii) below, all remaining funds shall be distributed to the DIP Agent for the benefit of the DIP Lenders, unless the

DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date.

(iii) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 6(c), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 6(c), prior to making any payments to the DIP Agent or the Prepetition Secured Parties, as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents, the Prepetition Credit Documents, or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent, and the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a first-lien and automatically perfected security interest in any residual interest in the Carve Out Reserves, with any excess paid as provided in paragraphs (i), (ii), and (iii) above and in accordance with the DIP Documents.

(v) Further, notwithstanding anything to the contrary in this Interim Order, (A) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Instruments or increase or reduce the DIP Obligations, (B) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the

priority of the Carve Out with respect to any shortfall, and (C) subject to the limitations with respect to the DIP Agent and the Prepetition Secured Parties set forth in paragraph (b) above, in no way shall the Initial DIP Budget, any subsequent Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap or Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Carve Out shall be senior to all liens and claims securing the DIP Obligations, the Adequate Protection Liens, the Prepetition Secured Obligations, the DIP Superpriority Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations and the Prepetition Secured Obligations.

(e) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(f) No Direct Obligations to Pay Allowed Professional Fees. None of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 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 DIP Agent, the DIP Lenders, or the Prepetition 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.

(g) Payment of Allowed Professional Fees 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. For the avoidance of doubt, to the extent that the Debtors draw on the DIP Facility in order to fund the Funded Reserve Account as provided hereby, the amount of the DIP Obligations shall increase to account for such draw.

(h) Distribution of Funded Reserves Following Repayment of DIP Obligations. If a Carve Out Trigger Notice has not been delivered prior to repayment and discharge of all DIP Obligations, upon approval of final fee applications for the Professional Persons and payment of all unpaid Allowed Professional Fees, any amounts remaining in the Funded Reserve Account shall automatically revert to the reorganized Debtors. In the event that a professional fee reserve (or similar arrangement) is contemplated by any chapter 11 plan confirmed in the Chapter 11 Cases with respect to the unpaid fees and expenses of any Professional Person, such reserve shall be funded first from amounts held in the Funded Reserve Account.

7. *DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims of the DIP Secured Parties against the DIP Credit Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Credit Parties (other than the Carve Out), now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such

expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "DIP Superpriority Claims") shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under sections 503(b) and 507(a)(2) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Credit Parties and all proceeds thereof (excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions") but, subject to the entry of the Final Order, including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds")) in accordance with this Interim Order and the other DIP Documents. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

8. *DIP Liens*.

(a) *DIP Liens*. As security for the DIP Obligations, effective and automatically and properly perfected upon the date of this Interim Order and without the necessity of the execution, recordation or filing by the DIP Credit Parties or any of the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, intellectual property filings or other similar documents, any notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the DIP Agent of, or over, any Collateral, without any further action by the DIP Agent or the DIP Secured Parties, the following valid, binding, continuing, enforceable, fully-perfected and non-avoidable security interests and liens (all security interests and liens granted to the DIP

Agent, for its benefit and for the benefit of the other DIP Secured Parties, pursuant to this Interim Order and the other DIP Documents, the "DIP Liens") are hereby granted to the DIP Agent for its own benefit and the benefit of the other DIP Secured Parties (all property identified in clauses (i) through (iv) below being collectively referred to as the "DIP Collateral"); *provided* that notwithstanding anything herein to the contrary, DIP Collateral shall not include Excluded Property (as defined in the DIP Credit Agreement); *provided further* that notwithstanding anything herein to the contrary, the DIP Liens shall be (x) subject and junior to the Carve Out and (y) in each case in accordance with the priorities set forth herein:

(i) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected and non-avoidable first priority senior security interest (subject and subordinate only to the Carve Out in all respects) in and lien upon all tangible, intangible, real, personal or mixed prepetition and postpetition property of the DIP Credit Parties or their estates, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (such liens described in clause (i) and (ii), excluding any Prepetition Liens and each as subject to any bar date order entered by this Court, collectively, "Prior Liens"), including any and all unencumbered cash of the DIP Credit Parties (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, accounts, investment property, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, equity interests of subsidiaries, joint ventures and other entities, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the "Unencumbered Property"), in each case other than the Avoidance Actions (but, for the avoidance of doubt, subject to entry of the Final Order, Unencumbered Property shall include Avoidance Proceeds);

(ii) *Liens Priming Certain Prepetition Secured Parties' Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected and non-avoidable first priority senior priming security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates that is Prepetition Collateral, regardless of where located, and regardless of whether or not any prepetition liens on such assets are voided, avoided, invalidated, lapsed or unperfected (the "DIP Priming Liens"), which liens shall be (notwithstanding anything herein to the contrary): (i) senior in all respects to the Prepetition Liens (as defined herein) granted to the Prepetition Secured Parties on the DIP Collateral, (ii) subordinate to the Carve Out and any Permitted Prior Liens, and (iii) not subordinate to any lien, security interests, or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code. The Prepetition Liens shall be primed by and made subject and subordinate to the DIP Priming Liens.

(iii) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates (other than property described in the foregoing subparagraphs (i) or (ii)), which shall be (x) junior and subordinate to the Carve Out, (y) immediately junior and subordinate to any Permitted Prior Liens, and (z) senior in all respects to the Adequate Protection Liens; and

(iv) *Liens Senior to Certain Other Liens.* The DIP Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Interim Order or the other DIP Documents, any liens or security interests arising after the Petition Date, including any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties, or (C) any intercompany or affiliate liens of the DIP Credit Parties or security interests of the DIP Credit Parties; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 361, 363 or 364 of the Bankruptcy Code granted after the date hereof.

9. *Protection of DIP Lenders' Rights*.

(a) So long as there are any DIP Obligations outstanding or the DIP Lenders have any outstanding DIP Commitments under the DIP Documents, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Credit Documents or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral, including

in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, the DIP Collateral (but not any proceeds of such transfer, disposition or sale to the extent remaining after payment in cash in full of the DIP Obligations and termination of the DIP Commitments), to the extent such transfer, disposition, sale or release is authorized under the DIP Documents; (iii) 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 other than, (x) solely as to this clause (iii), the DIP Agent (or its designee) filing financing statements or other documents to perfect the liens granted pursuant to this Interim Order and the other DIP Documents, or (y) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the DIP Credit Parties' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or disposition permitted by this Interim Order and the other DIP Documents.

(b) To the extent any Prepetition Secured Party has possession of any Prepetition Collateral or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Secured Parties, and such Prepetition Secured Party shall comply with the instructions of the DIP Agent, acting at the

direction of the Required DIP Creditors under the DIP Documents, with respect to such notation or the exercise of such control or possession, and the DIP Agent agrees, that such Prepetition Secured Parties shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral gratuitous agent for perfection for the benefit of the DIP Agent and the DIP Lenders with respect to bank accounts.

(c) Any Prepetition Collateral or the proceeds thereof received by any Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise received by a Prepetition Secured Party, shall be segregated and held in trust for the benefit of and forthwith paid over to the DIP Agent for the benefit of the DIP Secured Parties in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The DIP Agent is hereby authorized to make any such endorsements as agent for any such Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

(d) Upon the occurrence of and during the continuance of an Event of Default, and without the necessity of seeking relief from the Automatic Stay, which shall be modified to permit the following without any further Order of the Court, (i) the DIP Secured Parties shall be entitled to deliver a notice providing at least five (5) days advance written notice (the "**Notice Period**") of an Event of Default to the Debtors or the other DIP Credit Parties (or, if being delivered by a Prepetition Agent, a notice of any breach of this Interim Order) (an "**Enforcement Notice**"); (ii) the DIP Secured Parties shall no longer have any obligation to make any loans, advances, or other extensions of credit under the DIP Facilities; (iii) all amounts outstanding under the DIP Documents shall, at the option of the DIP Agent, be accelerated and become immediately

due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Debtors and other DIP Credit Parties; (iv) the DIP Agent (and (x) after an Event of Default under this Order prior to the funding of the DIP Facility or if the DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, the Prepetition First Lien Agent, acting at the direction of the applicable required parties under the Prepetition Loan Documents), shall be entitled to immediately terminate the Debtors' and other DIP Credit Parties' right to use Cash Collateral, without further application or Order of this Court, *provided*, *however*, that during the Notice Period the Debtors and the other DIP Credit Parties shall have the right to use Cash Collateral to pay expenses set forth in the Approved Budget in accordance with the DIP Documents to the extent such expenses are necessary to avoid immediate and irreparable harm to the Debtors' estates; and (v) the DIP Agent shall be entitled to charge the default rate of interest under the DIP Credit Agreement.

(e) Following an Event of Default and the delivery of an Enforcement Notice, the DIP Agent shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") on not less than five (5) business days' notice to the Debtors, Debtors' Counsel, counsel for each of the DIP Secured Parties and the Prepetition Secured Parties for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the DIP Secured Parties to, subject to the Carve-Out and related provisions, enforce any and all rights against the DIP Collateral (except for the remedies set forth in paragraph 9(d)), including, without limitation, foreclosure on all or any portion of the DIP Collateral, occupying the Debtors' premises, sale or disposition of the DIP Collateral, and to take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Documents or applicable law. If the DIP Secured Parties are permitted by the Court to take any enforcement action with respect to the DIP

Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral, and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such DIP Secured Parties from enforcing their security interests in the DIP Collateral. The Court may fashion any appropriate remedy at a hearing pursuant to a Stay Relief Motion.

(f) No rights, protections or remedies of the DIP Secured Parties granted by the provisions of this Interim Order or the other DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

10. *Limitation on Charging Expenses Against Collateral*. No costs or expenses of administration of the Chapter 11 Cases or any Successor 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 the DIP Collateral (including Cash Collateral) or Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agent (acting at the direction of the Required DIP Creditors) and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment or claims against the DIP Collateral (including Cash Collateral) under section 506(c) of the Bankruptcy Code or otherwise; *provided* that the foregoing waiver

shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order.

11. *No Marshaling; "Equities of the case" exception*. In no event shall any of the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Obligations, or the Prepetition Collateral. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral; *provided* that the foregoing waivers shall be without prejudice to any provisions of the Final Order.

12. *Payments Free and Clear*. Any and all payments or proceeds remitted to the DIP Agent by, through or on behalf of the DIP Secured Parties or the Prepetition Secured Agents by, through or on behalf of any of the Prepetition Secured Parties (including the Prepetition RCF Repayment), pursuant to the provisions of this Interim Order, the DIP Documents or any subsequent order of the Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including any claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors.

13. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order, to use all Cash Collateral in accordance with the DIP Documents and the Approved Budget; *provided* that (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the terms and conditions of this Interim Order, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court. For the avoidance of doubt, the DIP Credit Parties are

permitted to use Cash Collateral for the payment of the Adequate Protection Fees and Expenses, as provided herein.

14. *Disposition of DIP Collateral*. The DIP Credit Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, except as otherwise provided for in the DIP Documents or otherwise permitted by an order of the Court.

15. *Adequate Protection of the Prepetition Secured Parties*. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the applicable Prepetition Collateral (including, as applicable, Cash Collateral) for the aggregate diminution in the value of their respective interests in the Prepetition Collateral (including, as applicable, Cash Collateral) from and after the Petition Date, or, with respect to the Prepetition First Lien Revolving Lenders, from the Petition Date until consummation of the Prepetition RCF Repayment, for any reason provided for under the Bankruptcy Code, including any diminution resulting from the sale, lease or use by the Debtors of the applicable Prepetition Collateral, the priming of the applicable Prepetition Liens by the DIP Liens pursuant to this Interim Order and the other DIP Documents, the payment of any amounts under the Carve Out or pursuant to this Interim Order, the Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and the imposition of the Automatic Stay (collectively, the "Adequate Protection Claims"). In consideration of the foregoing, each of the applicable Prepetition Secured Agents, for the benefit of their respective Prepetition Secured Parties, is hereby granted the following as Adequate Protection on account of their respective Adequate Protection Claims, and, in the case of the Prepetition First Lien Secured Parties, as an inducement to consent (and facilitate the deemed consent of the other Prepetition Secured Parties)

to the priming of the Prepetition Liens and use of the Prepetition Collateral (including, as applicable, Cash Collateral) (collectively, the "Adequate Protection Obligations"):

(a) *Prepetition First Lien Adequate Protection:*

(i) *Prepetition RCF Adequate Protection*. Subject to the Carve Out as set forth in this Interim Order, the DIP Credit Parties are authorized and directed to pay the Prepetition First Lien Revolving Lenders adequate protection (the "Prepetition RCF Adequate Protection") in the form of interest, that has accrued at the non-default rate on the Prepetition First Lien Revolving Loan Obligations up to the date of consummation of the Prepetition RCF Repayment in accordance with the First Lien Credit Agreement and as contemplated to be incurred in the Initial DIP Budget.

(ii) *Prepetition First Lien Adequate Protection Liens*. The Prepetition First Lien Collateral Agent, for itself and for the benefit of the Prepetition First Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), to the extent and in the amount of any diminution in the value of its interests in the Prepetition Collateral (including, as applicable, Cash Collateral), on account of its Adequate Protection Claims (the "Prepetition First Lien Adequate Protection"), a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (excluding Avoidance Actions but including, subject to entry of the Final Order, the Avoidance Proceeds) (the "Prepetition First Lien Adequate Protection Liens"), which shall be senior to all other liens on the DIP Collateral and subordinate to the (A) Carve Out, (B) Permitted Prior Liens, and (C) DIP Liens.

(iii) *Prepetition Superpriority 507(b) Claims*. The Prepetition First Lien Administrative Agent, for itself and for the benefit of the Prepetition First Lien Secured Parties, is hereby granted, subject to the Carve Out, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases, against each Debtor on a joint and several basis, and without the need to file any proof of claim, on account of the Adequate Protection Claims in connection with the Prepetition First Lien Obligations as provided for in section 507(b) of the Bankruptcy Code (the "Prepetition First Lien 507(b) Claims"), which Prepetition First Lien 507(b) Claims shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation and subject to entry of the Final Order, the Avoidance Proceeds). The Prepetition First Lien 507(b) Claims shall be subject and subordinate to (A) the Carve Out and (B) the DIP Superpriority Claims.

(b) *Prepetition Second Lien Adequate Protection:*

(i) *Prepetition Second Lien Adequate Protection Liens*. The Prepetition Second Lien Collateral Agent, for itself and for the benefit of the Prepetition Second Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), to the extent and in the amount of any diminution in the value of their respective interests in the Prepetition Collateral (including, as applicable, Cash Collateral), on account of its Adequate Protection Claims (the "Prepetition Second Lien Adequate Protection"), a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (excluding Avoidance Actions but including, subject to entry of the Final Order, the Avoidance Proceeds) (the "Prepetition Second Lien Adequate Protection Liens"), which shall be senior to all other liens on the DIP Collateral and subordinate to the (A) Carve Out,

(B) Permitted Prior Liens, (C) DIP Liens, (D) Prepetition First Lien Adequate Protection Liens, and (E) Prepetition 1L Liens, and, in accordance with the terms of the Prepetition 1L/2L/3L Intercreditor Agreement, the Prepetition Second Lien Secured Parties shall not be entitled to retain any distributions, proceeds, or recoveries from such Prepetition Second Lien Adequate Protection Liens until the Prepetition First Lien Obligations are indefeasibly paid in full.

(ii) *Prepetition Second Lien 507(b) Claims*. The Prepetition Second Lien Trustee, for itself and for the benefit of the Prepetition Second Lien Secured Parties, is hereby granted, subject to the Carve Out, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases, against each Debtor on a joint and several basis, and without the need to file any proof of claim, on account of the Adequate Protection Claims in connection with the Prepetition Second Lien Obligations as provided for in section 507(b) of the Bankruptcy Code (the "Prepetition Second Lien 507(b) Claims"), which Prepetition Second Lien 507(b) Claims shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation and subject to entry of the Final Order, the Avoidance Proceeds). The Prepetition Second Lien 507(b) Claims shall be subject and subordinate to the (A) DIP Superpriority Claims, (B) Carve Out, and (C) Prepetition First Lien 507(b) Claims, and, in accordance with the terms of the Prepetition 1L/2L/3L Intercreditor Agreement, the Prepetition Second Lien Secured Parties shall not be entitled to retain any distributions, proceeds or recoveries from such Prepetition Second Lien 507(b) Claims until the Prepetition First Lien Obligations are indefeasibly paid in full.

(c) *Prepetition Third Lien Adequate Protection*.

(i) *Prepetition Third Lien Adequate Protection Liens*. The Prepetition Third Lien Collateral Agent, for itself and for the benefit of the Prepetition Third Lien Secured

Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), to the extent and in the amount of any diminution in the value of its interests in the Prepetition Collateral (including, as applicable, Cash Collateral), on account of its Adequate Protection Claims (the "Prepetition Third Lien Adequate Protection"), a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (excluding Avoidance Actions but including, subject to entry of the Final Order, the Avoidance Proceeds) (the "Prepetition Third Lien Adequate Protection Liens" and, collectively with the Prepetition First Lien Adequate Protection Liens and the Prepetition Second Lien Adequate Protection Liens, the "Adequate Protection Liens"), which shall be senior to all other liens on the DIP Collateral, subordinate only to the (A) Permitted Prior Liens, (B) Carve Out, (D) DIP Liens, (E) Prepetition First Lien Adequate Protection Liens, (F) Prepetition 1L Liens, (G) Prepetition Second Lien Adequate Protection Liens, and (H) Prepetition 2L Liens, and, in accordance with the terms of the Prepetition 1L/2L/3L Intercreditor Agreement, the Prepetition Third Lien Secured Parties shall not be entitled to retain any distributions, proceeds or recoveries from such Prepetition Third Lien Adequate Protection Liens until the Prepetition First Lien Obligations and Prepetition Second Lien Obligations are indefeasibly paid in full.

(ii) *Prepetition Third Lien 507(b) Claims*. The Prepetition Third Lien Trustee, for itself and for the benefit of the Prepetition Third Lien Secured Parties, is hereby granted, subject to the Carve Out, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases, against each Debtor on a joint and several basis, and without the need to file any proof of claim, on account of the Adequate Protection Claims in connection with the Prepetition Third Lien Obligations as provided for in section 507(b) of the Bankruptcy Code (the

"Prepetition Third Lien 507(b) Claims" and, collectively with the Prepetition First Lien 507(b) Claims and Prepetition Second Lien 507(b) Claims, the "507(b) Claims"), which Prepetition Third Lien 507(b) Claims shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation and subject to entry of the Final Order, the Avoidance Proceeds). The Prepetition Third Lien 507(b) Claims shall be subject and subordinate to the (A) DIP Superpriority Claims, (B) Carve Out, (C) Prepetition First Lien 507(b) Claims, and (D) Prepetition Second Lien 507(b) Claims and, in accordance with the terms of the Prepetition 1L/2L/3L Intercreditor Agreement, the Prepetition Third Lien Secured Parties shall not be entitled to retain any distributions, proceeds or recoveries from such Prepetition Third Lien 507(b) Claims until the Prepetition First Lien Obligations and the Prepetition Second Lien Obligations are indefeasibly paid in full.

(d) *Budget and Financial Covenants.* Upon indefeasible payment in full of all DIP Obligations and termination of all DIP Commitments, (i) the Approved Budget shall continue to be updated in accordance with the terms and conditions of the DIP Credit Agreement (for such purpose, the "Adequate Protection Budget Requirement", (ii) the Prepetition First Lien Creditors and Prepetition Second Lien Noteholders are hereby entitled to performance of those certain financial and other covenants set forth in sections 5 and 6 of the DIP Credit Agreement (for such purposes, the "Adequate Protection Covenants"), and (iii) the Required Lenders (as defined in the Prepetition First Lien Pari Passu Intercreditor Agreement) shall constitute the Required DIP Creditors for purposes of any amendment, extension, waiver or other modification relating to the Adequate Protection Budget Requirement or Adequate Protection Covenants.

(e) *Prepetition Secured Parties' Adequate Protection Information Rights*. The DIP Credit Parties shall promptly provide the Prepetition First Lien Administrative Agent, the

Prepetition First Lien Notes Trustee and Prepetition Second Lien Trustee, for distribution to the applicable Prepetition Secured Parties and, to the extent applicable, counsel to such parties (and subject to applicable confidentiality restrictions in any of the Prepetition Credit Documents, including with respect to any "private" side lender database), with all required written financial reporting and other periodic reporting that is required to be provided to the DIP Agent or the DIP Secured Parties under the DIP Documents (the "Adequate Protection Reporting Requirement"). Upon indefeasible payment in full of all DIP Obligations and termination of all DIP Commitments, the Prepetition Secured Parties shall continue to be entitled hereby to satisfaction of the Adequate Protection Reporting Requirement.

(f) *Prepetition Adequate Protection Fees and Expenses*. As further adequate protection, subject to the Carve Out as set forth in this Interim Order, the DIP Credit Parties are authorized and directed to pay in cash all reasonable and documented prepetition and postpetition fees and expenses of (A) the DIP Lenders, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the advisors to the DIP Lenders as further described in paragraph 2(b)(ii) of this Interim Order and (B) the Prepetition First Lien Agents, Prepetition Second Lien Trustee, and Prepetition Second Lien Collateral Agent, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the advisors to the Prepetition First Lien Agents, Prepetition Second Lien Trustee, and Prepetition Second Lien Collateral Agent (such fees and expenses described in the foregoing clauses (A) and (B), collectively, the "Adequate Protection Fees and Expenses"), subject to the review procedures set forth in paragraph 19 of this Interim Order.

(g) *Maintenance of Collateral*. The DIP Credit Parties shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in the amounts, for the risks, and by the entities, as required under the Prepetition Credit Documents and the DIP Documents.

16. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties and any other parties' holding interests that are secured by liens primed by the DIP Financing; *provided* that any of the Prepetition Secured Parties (subject to any applicable contractual limitations on such rights (including as set forth in the Intercreditor Agreements)), may request further or different adequate protection and the DIP Credit Parties and any other party in interest may contest any such request.

17. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the automatically valid and effective perfection of the DIP Liens granted pursuant to paragraph 8 hereof and the Adequate Protection Liens granted pursuant to paragraph 15 hereof, the DIP Secured Parties and the Prepetition Secured Parties, as applicable, are hereby authorized, but not required, to file or record (and to execute in the name of the DIP Secured Parties and the Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or to amend or modify security documents, or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action in connection therewith in a manner not inconsistent herewith or take any other action in order to document, validate and perfect (with the priority

contemplated hereunder) the liens and security interests granted to them hereunder (the "Perfection Actions"). This Interim Order shall be sufficient and conclusive evidence of the priority, perfection, and validity of the DIP Liens and Adequate Protection Liens and the other security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, non-U.S., state, or local requirements or law requiring notice, execution, filing, registration, recording, control, or possession of the DIP Collateral, or other act to validate or perfect such security interest or lien. Notwithstanding the foregoing, if the DIP Agent, DIP Creditors, Prepetition First Lien Creditors or Prepetition Second Lien Noteholders, as applicable, shall, each in their sole discretion, elect for any reason to file, record, or otherwise effectuate any Perfection Act or to take any other step or action to ensure the security interests in and the liens on the DIP Collateral exist are maintained and attach to the DIP Collateral, then the DIP Agent, DIP Creditors, Prepetition First Lien Creditors or Prepetition Second Lien Noteholders, as applicable, are authorized to perform such act, and may reasonably request the filing or execution of, as each in its sole discretion deems necessary, appropriate or advisable, such financing statements, notices of lien, and other documents and instruments, or the taking of any other step or action, to enable the DIP Agent, DIP Creditors, Prepetition First Lien Creditors or Prepetition Second Lien Noteholders, as applicable, to further create, attach, validate, perfect, preserve, and enforce the applicable DIP Liens and Adequate Protection Liens or other liens and security interests granted hereunder, perfect in accordance with applicable law or to otherwise evidence the applicable DIP Liens and Adequate Protection Liens and all such financing statements, notices, and other documents and instruments, or such other steps or actions, shall be deemed to have been filed or recorded as of the Petition Date, and the Debtors are authorized and directed to use commercially reasonable efforts to perform such acts to the extent necessary or required by the DIP Documents,

which act or acts shall be deemed to have been accomplished as of the date and time of the entry of this Interim Order, notwithstanding the date and time actually accomplished, and, in such event, the subject filing or recording office is authorized to accept, file, or record any document in regard to such act in accordance with applicable law. Upon the request of the DIP Agent, acting at the direction of the Required DIP Creditors under the DIP Documents, or the Prepetition First Lien Agents acting at the direction of the Required Lenders under the Prepetition First Lien Pari Passu Intercreditor Agreement, each of the Prepetition Secured Parties and the DIP Secured Parties, without any further consent of any party, and at the sole cost of the Debtors as set forth herein, is authorized (in the case of the Debtor DIP Guarantors) and directed (in the case of the Prepetition Secured Parties and the Debtors with respect to the Non-Debtor Subsidiary Guarantors), and such direction is hereby deemed to constitute required direction under the applicable DIP Documents or Prepetition Credit Documents, to use commercially reasonable efforts to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Agent or its designee to further validate, perfect, preserve and enforce the DIP Liens in all jurisdictions required under the DIP Credit Agreement, including all local law documentation therefor requested by the DIP Agent; *provided* that no action need be taken in a foreign jurisdiction that would jeopardize the validity and enforceability of the Prepetition Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550.

(b) A certified copy of this Interim Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments by or on behalf of the DIP Agent or the Prepetition Secured Agents,

and all filing and recording offices are hereby authorized and directed to accept a certified copy of this Interim Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Agent (or its designee) and the Prepetition Secured Agents to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

18. *Preservation of Rights Granted Under this Interim Order.*

(a) Other than the Carve Out and other claims and liens expressly granted or permitted by this Interim Order, no claim or lien having a priority senior to or *pari passu* with those granted by this Interim Order to the DIP Secured Parties or the Prepetition Secured Parties shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Interim Order, the DIP Liens and the Adequate Protection Liens shall not be subject or subordinated to or made *pari passu* with: (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) any other lien or security interest, whether under section 361, 363, or 364 of the Bankruptcy Code or otherwise; (iii) any liens arising after the Petition Date including any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties; or (iv) any intercompany or affiliate liens or security interests of the DIP Credit Parties.

(b) The occurrence and continuation of (i) any Event of Default (as defined in the DIP Credit Agreement) or (ii) any violation of any of the terms of this Interim Order shall, after notice by the DIP Agent (acting in accordance with the terms of this Interim Order at the direction of the Required DIP Creditors) in writing to the DIP Borrower (and, in the case of

violation of any terms of this Interim Order, and after indefeasible payment in full of the DIP Obligations and termination of the DIP Commitments, notice by the applicable Prepetition Agent acting at the direction of the applicable required parties), with a copy to the Prepetition Secured Agents, constitute an event of default under this Interim Order (each an "Event of Default") and, upon any such Event of Default, interest, including, where applicable, default interest, shall accrue and be paid as set forth in the DIP Credit Agreement. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these Chapter 11 Cases to cases under chapter 7: (A) the DIP Superpriority Claims, the 507(b) Claims, the DIP Liens, the Adequate Protection Liens, the other Adequate Protection Obligations in connection with the Prepetition Obligations and any claims related to the foregoing, shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and such DIP Superpriority Claims, 507(b) Claims, DIP Liens, Adequate Protection Claims, Adequate Protection Liens and other Adequate Protection Obligations shall, notwithstanding such dismissal or conversion, remain binding, valid and enforceable on all parties in interest, including any appointed trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases); (B) the other rights granted by this Interim Order, including with respect to the Carve Out, shall not be affected; and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations

incurred prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur or stay; (ii) the validity, priority or enforceability of the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, or the Carve Out; or (iii) the validity or enforceability the Prepetition RCF Repayment. Notwithstanding any reversal, modification, vacatur or stay of any use of Cash Collateral, any DIP Obligations, DIP Liens, Adequate Protection Obligations or Adequate Protection Liens incurred by the DIP Credit Parties and granted to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code, this Interim Order and the other DIP Documents with respect to all uses of Cash Collateral, DIP Obligations, and Adequate Protection Obligations.

(d) Except as expressly provided in this Interim Order or in the other DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, the 507(b) Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order and the other DIP Documents shall survive, and shall not be modified, impaired, or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases or terminating the joint administration of these Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except

to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of these Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the DIP Credit Parties have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the other DIP Documents shall continue in these Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order and the other DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full in cash, as set forth herein and in the other DIP Documents, and the DIP Commitments have been terminated (and in the case of rights and remedies of the DIP Secured Parties and Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Interim Order).

19. *Payment of Fees and Expenses*. The DIP Credit Parties are authorized to and shall pay the DIP Fees and Expenses and the Adequate Protection Fees and Expenses. Subject to the review procedures set forth in this paragraph 19, payment of all DIP Fees and Expenses and Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. Professionals for the DIP Agent, the Specified Ad Hoc Group Advisors, the Prepetition First Lien Agents, the Prepetition Second Lien Trustee and the Prepetition Second Lien Collateral Agent shall not be required to comply with the U.S. Trustee fee guidelines, however any time that such professionals seek payment of fees and expenses from the DIP Credit Parties after the Petition Date and prior to confirmation of a chapter 11 plan, each professional shall provide summary

copies of its invoices (which shall not be required to contain time entries and which may be redacted, summarized or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work-product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the DIP Credit Parties, the U.S. Trustee, and counsel to any statutory committee appointed in these Chapter 11 Cases (together, the "Review Parties"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt of any such invoices by the Review Parties (the "Review Period"). If no written objection is received by 12:00 p.m., prevailing Central Time, on the end date of the Review Period, the DIP Credit Parties shall pay such invoices within five (5) business days. If an objection to a professional's invoice is received within the Review Period, the DIP Credit Parties shall pay the undisputed amount of the invoice within five (5) business days of the end date of the Review Period, without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the DIP Credit Parties are authorized and directed to pay, on the closing date of the DIP Financing, the DIP Fees and Expenses and Adequate Protection Fees and Expenses incurred on or prior to such date without the need for any professional to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the DIP Credit Parties). No attorney or advisor to any DIP Secured Party or any Prepetition First Lien Secured Party, including the DIP Agent or

the Specified Ad Hoc Group Advisors, shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the DIP Agent, the Prepetition Agents, the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties or the Specified Ad Hoc Group Advisors in connection with or with respect to the DIP Facility or these Chapter 11 Cases, are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the DIP Credit Parties or any other person. The Automatic Stay shall be modified to the extent necessary to permit the Debtors to pay all amounts, as appliable, referenced in this paragraph 19.

20. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order (the "Stipulations") shall be binding upon the Debtors and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes immediately upon entry of this Interim Order. The Stipulations and all other admissions, agreements, and releases contained in this Interim Order, including the releases set forth in paragraph H(xxi), the Prepetition RCF Repayment, and the Roll-Up DIP Instruments shall be binding upon all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (a) such committee or any other party in interest with requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period,

and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph), by no later than the earlier of (x) the entry by the Court of an order confirming a plan of reorganization in the Chapter 11 Cases and (y) the later of (i) (A) as to the Creditors' Committee only, sixty (60) calendar days after the appointment of the Creditors Committee if appointed within thirty (30) days of the Petition Date and in any event not more than ninety (90) days of the Petition Date, (B) if the Chapter 11 Cases are converted to chapter 7 and a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period (as defined herein), then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (I) seventy-five (75) calendar days after entry of this Interim Order, and (II) thirty (30) calendar days after its appointment, and (C) as to all other parties in interest, seventy-five (75) calendar days after entry of this Interim Order, and (ii) any such later date as (A) has been agreed to by (I) the DIP Agent (at the direction of the Required DIP Creditors) and (II) the Prepetition Agents (acting at the direction of the Required Lenders or Required Notes Holders, as applicable) with respect to the Prepetition Secured Parties, the Prepetition Obligations, or the Prepetition Liens, or (B) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (x) and (y), the "Challenge Period"), objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Challenges") against the

Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "Representative" and, collectively, the "Representatives") in connection with matters related to the Prepetition Credit Documents, the Prepetition Obligations, the Prepetition Liens or the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such Challenge, and any Challenges not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (i) the Stipulations shall be binding on all parties in interest; (ii) the obligations of the DIP Credit Parties under the Prepetition Credit Documents, including the Prepetition Obligations, shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise, except pursuant to the Intercreditor Agreements), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s), and (iii) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment,

recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreements) or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreements) or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties or their Representatives arising out of or relating to any of the Prepetition Credit Documents, the Prepetition Obligations, the Prepetition Liens or the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely and properly filed during the Challenge Period, the Stipulations shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except (solely with respect to the party filing the Challenge) to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in

such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any entity, including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Credit Documents, the Prepetition Obligations or the Prepetition Liens, and any ruling on standing (including any appeals thereof) shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

21. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of this Interim Order or any other order entered by the Court, no portion or proceeds of any DIP Instruments, DIP Collateral, Prepetition Collateral (including Cash Collateral), or the Carve Out may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the DIP Secured Parties or the Prepetition Secured Parties or their respective predecessors-in-interest or Representatives, in each case in their respective capacities as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Obligations, Prepetition Liens, and/or the Adequate Protection Claims, Adequate Protection Liens, and other Adequate Protection Obligations granted to the Prepetition Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the DIP Obligations, the Prepetition Obligations, and/or the liens, claims, rights or security interests granted under this Interim Order, the Final Order, the other DIP Documents or the Prepetition Credit Documents in respect of the DIP Obligations or the Prepetition Obligations,

including, in the case of each of (i) and (ii), without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the proceeds of the DIP Instruments and/or DIP Collateral (including Cash Collateral) may be used by the Creditors Committee (if any) to investigate but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of (x) the claims and liens of the Prepetition Secured Parties and (y) potential claims, counterclaims, causes of action, or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than $25,000); (b) any attempt to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties' or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral and the liens, claims, and rights granted to such parties under the Interim Order or Final Order, as applicable, each in accordance with this Interim Order, the other DIP Documents, the Prepetition Credit Documents, and the Intercreditor Agreements; (c) any attempt to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties or the DIP Secured Parties under this Interim Order, the other DIP Documents, or the Prepetition Credit Documents and the Intercreditor Agreements, as applicable, other than in accordance with this Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims granted hereunder or permitted pursuant to the other DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Claims, the Adequate Protection Liens, or the other Adequate Protection Obligations; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved or authorized by the Court, agreed to in

writing by the Required Lenders, Required Notes Holders, or Required Holders, as applicable, or are expressly permitted under this Interim Order or under the other DIP Documents (including the Approved Budget), in each case unless all DIP Obligations, Prepetition Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under this Interim Order have been refinanced or paid in full in cash (including the cash collateralization of any letters of credit). For the avoidance of doubt, this paragraph 21 shall not limit the Debtors' right to use DIP Collateral to contest whether an Event of Default has occurred hereunder pursuant to and consistent with paragraph 18 of this Interim Order.

22. *Indemnification*. The Prepetition Secured Parties and the DIP Secured Parties (the "Indemnified Parties"), as applicable, have acted in good faith and without negligence, misconduct, 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 DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Documents, and all other documents related to, and all transactions contemplated by, the foregoing. Accordingly, without limitation to any other right to indemnification, the Prepetition Secured Parties and the DIP Secured Parties shall be, and hereby are, indemnified (as applicable) as provided in the Prepetition Credit Documents and the DIP Documents, as applicable; *provided, however*, that no Indemnified Parties shall be indemnified for any losses, claims, damages, liabilities or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Parties. The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of this

Interim Order to any obligation set forth, as the case may be, in this paragraph or in the DIP Documents, or in the Prepetition Credit Documents, to indemnify and/or hold harmless the DIP Agent, any other DIP Secured Party, or any Prepetition Secured Party, as the case may be, and any such defenses are hereby waived.

23. *Interim Order Governs*. In the event of any inconsistency between the provisions of this Interim Order and the other DIP Documents (including with respect to the Adequate Protection Obligations) or the Prepetition Credit Documents, the provisions of this Interim Order shall govern. Notwithstanding anything to the contrary in any other order entered by this Court, (a) any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Interim Order and the DIP Documents, including the Carve Out and the Approved Budget, and (b) to the extent there is any inconsistency between the terms of such other order and this Interim Order, this Interim Order shall control, in each case, except to the extent expressly provided otherwise in such other order.

24. *Binding Effect; Successors and Assigns*. The DIP Documents, including the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including the DIP Secured Parties, the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and 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, the Prepetition Secured Parties,

and the Debtors and their respective successors and assigns; *provided* that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

25. *Exculpation*. Nothing in this Interim Order, the other DIP Documents, the Prepetition Credit Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party or Prepetition Secured Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (b) all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

26. *Limitation of Liability*. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, the other DIP Documents or the Prepetition Credit Documents, none of the DIP Secured Parties or Prepetition Secured Parties shall (a) have any liability to any third party or be deemed to be in "control" of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a

"Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

27. *Master Proofs of Claim*. The Prepetition Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to assert claims on behalf of itself or the Prepetition Secured Parties for payment of the Prepetition Obligations arising under the Prepetition Credit Documents, as applicable, including any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Credit Documents. The statements of claim in respect of such indebtedness set forth in this Interim Order, together with any evidence accompanying the DIP Motion and presented at the Interim Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, any administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties with respect to the Prepetition Obligations and the Adequate Protection Obligations. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Debtors' estates, each Prepetition Agent is authorized, but not directed or required, to file in the Debtors' lead chapter 11 case *In re ASP Unifrax Holdings, Inc.*, Case No. 26-80008 (SWE), a single master proof of claim

on behalf of itself and the respective Prepetition Secured Parties on account of any and all of their respective claims arising under the applicable Prepetition Credit Documents and hereunder (each, a "Master Proof of Claim"). Upon the filing of a Master Proof of Claim by any Prepetition Agent, the Prepetition Agent shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the applicable Prepetition Credit Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns), named in a Master Proof of Claim shall be treated as if it had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 27 and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agent. The DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status, and priority.

28. *Insurance*. To the extent that any Prepetition Agent is listed as loss payee under the DIP Borrower's or DIP Guarantors' insurance policies, the DIP Agent is also deemed to be the loss payee under the insurance policies (in any such case with the same priority of liens and claims thereunder relative to the priority of (x) the Prepetition Liens and Adequate Protection Liens and (y) the DIP Liens, as set forth herein) and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies, to the indefeasible payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments and thereafter distribute any remaining funds to the applicable Prepetition Secured Agent(s) for the benefit of the relevant Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. The DIP Agent's rights and obligations under this paragraph 28 shall terminate upon the payment in full of the DIP Obligations and the termination of the DIP Commitments.

29. *Credit Bidding*. Subject to the lien priorities set forth herein, (a) the DIP Agent (acting directly or via one or more acquisition vehicles and at the direction of the Required DIP Creditors) shall have the right to credit bid, in accordance with the DIP Documents, up to the full amount of the DIP Obligations in any sale of the DIP Collateral in accordance with the terms and conditions set forth therein and (b) each Prepetition First Lien Agent (acting directly or via one or more acquisition vehicles and at the direction of the applicable required parties) shall have the right, consistent with the provisions of the applicable Prepetition Credit Documents (and providing for the DIP Obligations to be indefeasibly repaid in full in cash and the termination of the DIP Commitments), to credit bid up to the full amount of the applicable Prepetition First Lien Obligations (including any Adequate Protection Obligations) in the sale of the Prepetition Collateral (or any portion thereof), in each case as and to the extent provided for in section 363(k)

of the Bankruptcy Code, without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, in each case unless the Court for cause orders otherwise.

30. *Treatment of DIP Superpriority Claims*. Unless otherwise provided in this Interim Order or the other DIP Documents, on the Maturity Date, the DIP Borrower shall pay in cash the then unpaid and outstanding amount of the DIP Obligations pursuant to (and subject to) the provisions of the DIP Documents, except as expressly set forth in the DIP Documents with respect to any exit term loan facility, equity election or cashless funding for the equity rights offering or similar mechanism pertaining to exit financing.

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

32. *Modification of DIP Documents and Approved Budget*. The Debtors are hereby authorized, without further order of this Court, to enter into agreements with the DIP Secured Parties (or the Prepetition Secured Parties after the indefeasible payment in full of the DIP Obligations and termination of the DIP Commitments) providing for any consensual non-material modifications to the Approved Budget or the DIP Documents, or of any other modifications to the

DIP Documents necessary to conform the terms of the DIP Documents to this Interim Order, in each case consistent with the amendment provisions of the DIP Documents.

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

34. *Payments Held in Trust*. Except as expressly permitted in this Interim Order or the other DIP Documents and except with respect to the DIP Credit Parties, in the event that any person or entity receives any payment on account of a security interest in or lien on DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments in accordance with the DIP Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the DIP Secured Parties and shall immediately turn over the payment or proceeds with respect thereto to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order.

35. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003 and 6004, and the requirements of Local Rules 2002-1, 4001-1, and 5001-1, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

36. *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.

37. *Necessary Action*. The Debtors, the DIP Secured Parties and the Prepetition Secured Parties are authorized to take all actions as are necessary or appropriate to

implement the terms of this Interim Order. In addition, the Automatic Stay is modified to permit affiliates of the Debtors who are not debtors in these Chapter 11 Cases to take all actions as are necessary or appropriate to implement the terms of this Interim Order.

38. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

39. *Final Hearing*. A final hearing to consider the relief requested in the Motion shall be held on August 25, 2026, at 9:30 a.m., prevailing Central Time before the Honorable Scott W. Everett, U.S. Bankruptcy Judge for the Northern District of Texas at 1100 Commerce Street, 14th Floor, Courtroom #3, Dallas, TX 75242 and via WebEx as detailed in a forthcoming notice of hearing. Any objections or responses to the Motion shall be filed on or prior to August 19, 2026, at 4:00 p.m. (prevailing Central Time) (the "Objection Deadline"). In the event no objections to entry of a final order on the DIP Motion are timely received, this Court may enter such final order without need for the Final Hearing.

40. *Objections*. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve (via mail and e-mail) written objections, which objections shall be served upon (a) the U.S. Trustee; (b) the Debtors, Mandalay Tower III, 201 East John Carpenter Freeway, Suite 900 Irving TX 75062 (Attn.: William K. Piotrowski (WPiotrowski@Alkegen.com), Brian Whittman (BWhittman@alvarezandmarsal.com), Robert Caruso (RCaruso@alvarezandmarsal.com); (c) counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn.: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com), Nicholas M. Adzima (nicholas.adzima@kirkland.com), and

Margaret Reiney (margaret.reiney@kirkland.com), and (ii) Gray Reed, 1845 Woodall Rodgers Fwy, Suite 1300, Dallas, Texas 75201 (Attn: Jason S. Brookner (jbrookner@grayreed.com), Lydia R. Webb (lwebb@grayreed.com), and Amber M. Carson (acarson@grayreed.com); (d) counsel to the DIP Agent, and Prepetition First Lien Collateral Agents, Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004 (Attn: John R. Ashmead (ashmead@sewkis.com) and Gregg S. Bateman (bateman@sewkis.com)); (e) counsel to the Prepetition First Lien Notes Trustee, Prepetition Second Lien Trustee, the Prepetition Third Lien Trustee, and the Prepetition Unsecured Trustee, Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007 (Attn.: James S. Carr (jcarr@kelleydrye.com), Kristin S. Elliot (kelliott@kelleydrye.com), and Andrew J. Matott (amatott@kelleydre.com); (f) counsel to the Prepetition First Lien Secured Parties, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn.: Damian Schaible (damian.schaible@davispolk.com), Angela M. Libby (angela.libby@davispolk.com), Jarret Erickson (jarret.erickson@davispolk.com), and Jacob Goldberger (jacob.goldberger@davispolk.com)) and Haynes and Boone, LLP (Attn: Kelli Norfleet (kelli.norfleet@haynesboone.com) and Ian Peck (ian.peck@haynesboone.com)); (i) the state attorneys general for states in which the DIP Credit Parties conduct business; (j) the Internal Revenue Service; (k) the Securities and Exchange Commission; and (l) any other party that has filed a request for notices with this Court pursuant to Bankruptcy Rule 2002, with a copy to the Court's chamber, in each case to allow actual receipt by the foregoing no later than August 19, 2026 at 4:00 p.m., prevailing Central Time and otherwise in conformity with the Court's order establishing notice and case management procedures.

41. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing and the Objection Deadline) to the parties having been given notice of the Interim Hearing and to any party that has filed a request for notices with this Court.

END OF ORDER # #

Submitted by:

GRAY REED
Jason S. Brookner (TX Bar No. 24033684)
Lydia R. Webb (TX Bar No. 24083758)
Amber M. Carson (TX Bar No. 24075610)
1845 Woodall Rodgers Fwy
Suite 1300
Dallas, Texas 75201
Telephone: (214) 954-4135
Facsimile: (214) 953-1332
Email: jbrookner@grayreed.com
lwebb@grayreed.com
acarson@grayreed.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Steven N. Serajeddini, P.C. (*pro hac vice* pending)
Nicholas M. Adzima (*pro hac vice* pending)
Margaret Reiney (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: steven.serajeddini@kirkland.com
nicholas.adzima@kirkland.com
margaret.reiney@kirkland.com

-and-

Anup Sathy, P.C. (*pro hac vice* pending)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: anup.sathy@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Schedule 1

Initial DIP Budget

Alkegen
DIP Budget
$ in USD 000s

Wk Ended:	8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	13 Week
Fcst Wk No.	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	Total
Total Alkegen - Consolidated														
Beginning Cash [1]	$ 44,730	$ 71,245	$ 64,997	$ 55,825	$ 51,830	$ 52,512	$ 96,161	$ 95,380	$ 69,469	$ 69,040	$ 69,503	$ 70,722	$ 70,426	$ 44,730
Receipts														
Operating Receipts	$ 18,862	$ 19,771	$ 17,914	$ 19,737	$ 21,254	$ 23,956	$ 20,040	$ 20,200	$ 19,950	$ 21,430	$ 19,738	$ 20,522	$ 20,544	$ 263,917
Receipts - Total	$ 18,862	$ 19,771	$ 17,914	$ 19,737	$ 21,254	$ 23,956	$ 20,040	$ 20,200	$ 19,950	$ 21,430	$ 19,738	$ 20,522	$ 20,544	$ 263,917
Disbursements														
Payroll	(3,867)	(7,749)	(2,535)	(7,932)	(4,508)	(7,911)	(2,163)	(7,029)	(4,023)	(8,755)	(3,003)	(7,198)	(3,198)	(69,869)
Other Operating Disbursements	(23,109)	(15,621)	(22,701)	(13,948)	(14,255)	(12,139)	(16,850)	(10,173)	(14,473)	(11,190)	(14,575)	(13,620)	(18,180)	(200,833)
Disbursements - Total	$ (26,975)	$ (23,370)	$ (25,235)	$ (21,881)	$ (18,763)	$ (20,051)	$ (19,012)	$ (17,202)	$ (18,495)	$ (19,945)	$ (17,578)	$ (20,818)	$ (21,377)	$ (270,702)
Net Operating Activity	$ (8,114)	$ (3,599)	$ (7,321)	$ (2,144)	$ 2,491	$ 3,905	$ 1,028	$ 2,999	$ 1,455	$ 1,485	$ 2,160	$ (296)	$ (834)	$ (6,785)
Non-Operating Activity														
RCF Repayment	(188,159)	-	-	-	-	-	-	-	-	-	-	-	-	(188,159)
Professional Fees	(8,101)	(2,649)	(1,851)	(1,851)	(1,809)	(7,414)	(1,809)	(19,550)	(1,883)	(1,022)	(942)	-	-	(48,881)
Pre-Funding / Assurance Deposit	(2,145)	-	-	-	-	-	-	-	-	-	-	-	-	(2,145)
LC Cash Collateralization	(8,342)	-	-	-	-	-	-	-	-	-	-	-	-	(8,342)
DIP Draw / (Payment)	265,000	-	-	-	-	50,000	-	-	-	-	-	-	-	315,000
DIP Interest & Fees	(23,625)	-	-	-	-	(2,842)	-	(9,360)	-	-	-	-	-	(35,827)
Non-Operating Activity - Total	$ 34,628	$ (2,649)	$ (1,851)	$ (1,851)	$ (1,809)	$ 39,744	$ (1,809)	$ (28,910)	$ (1,883)	$ (1,022)	$ (942)	$ -	$ -	$ 31,644
Net Cash Flow	$ 26,515	$ (6,248)	$ (9,172)	$ (3,995)	$ 682	$ 43,649	$ (781)	$ (25,911)	$ (428)	$ 463	$ 1,219	$ (296)	$ (834)	$ 24,861
Ending Cash Balance - Book	$ 71,245	$ 64,997	$ 55,825	$ 51,830	$ 52,512	$ 96,161	$ 95,380	$ 69,469	$ 69,040	$ 69,503	$ 70,722	$ 70,426	$ 69,592	$ 69,592

Notes:

[1] Beginning Cash in Week 1 is a forecasted cash balance and subject to any variances in actual cash activity occuring up to the beginning of the forecast period

Case 26-80008-swe11 Doc 55 Filed 07/28/26 Entered 07/28/26 17:16:41 Desc Main Document Page 98 of 317

Exhibit 1

DIP Credit Agreement

Posting Version

SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN CREDIT AND NOTE PURCHASE AGREEMENT

dated as of [_], 2026,

among

ASP UNIFRAX HOLDINGS, INC.,
as Company
and a Debtor and Debtor-in-Possession under chapter 11 of the Bankruptcy Code,

ULYSSES PARENT, INC.,
as Holdings
and a Debtor and Debtor-in-Possession under chapter 11 of the Bankruptcy Code,

THE OTHER DEBTOR GUARANTORS FROM TIME TO TIME PARTY HERETO,
as Debtors and Debtors-in-Possession under chapter 11 of the Bankruptcy Code,

THE NON-DEBTOR GUARANTORS PARTY HERETO FROM TIME TO TIME,

THE DIP CREDITORS FROM TIME TO TIME PARTY HERETO,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent,

and

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

Section 1.01	Defined Terms	8
Section 1.02	Classification of Loans, Notes and Borrowings	61
Section 1.03	Terms Generally	61
Section 1.04	Accounting Terms; GAAP; Tax Laws	63
Section 1.05	Resolution of Drafting Ambiguities	64
Section 1.06	[Reserved]	64
Section 1.07	Times of Day	64
Section 1.08	Deliveries	64
Section 1.09	Schedules and Exhibits	64
Section 1.10	Currency Generally	64
Section 1.11	[Reserved]	65
Section 1.12	[Reserved]	65
Section 1.13	Cashless Rollover	65
Section 1.14	Currency Translation	65
Section 1.15	Rates	66
Section 1.16	[Reserved].	66
Section 1.17	Authorization	66
Section 1.18	Quebec Interpretation	66
Section 1.19	Authorization and Issue of Notes	67

ARTICLE II
THE CREDITS

Section 2.01	Commitments	67
Section 2.02	Loans and Notes	72
Section 2.03	Borrowing Procedure	75
Section 2.04	Evidence of Debt; Repayment of Loans and Notes	75
Section 2.05	Fees	76
Section 2.06	Interest on Loans and Notes	77
Section 2.07	Termination and Reduction of Commitment	78
Section 2.08	Interest Elections	78
Section 2.09	Repayment of Borrowings	79
Section 2.10	Optional and Mandatory Prepayments of Loans and Notes	80
Section 2.11	Alternate Rate of Interest	83
Section 2.12	Yield Protection	85
Section 2.13	Funding Losses	86
Section 2.14	Payments Generally; Pro Rata Treatment; Sharing of Setoffs	86
Section 2.15	Taxes	88
Section 2.16	Mitigation Obligations; Replacement of DIP Creditors	92
Section 2.17	[Reserved]	93
Section 2.18	[Reserved]	93
Section 2.19	Defaulting DIP Creditors	93
Section 2.20	[Reserved]	94

Section 2.21 Maturity Extension 94
Section 2.22 [Reserved] 95
Section 2.23 [Reserved] 95
Section 2.24 [Reserved] 95
Section 2.25 Exit Facility Refinancing 95
Section 2.26 Illegality 95
Section 2.27 Priority and Liens 96
Section 2.28 No Discharge; Survival of Claims 96
Section 2.29 Representation of the DIP Notes Creditors. 97

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.01 Organization; Powers 98
Section 3.02 Authorization; Enforceability 99
Section 3.03 No Conflicts 99
Section 3.04 Financial Statements; Projections 99
Section 3.05 Properties 99
Section 3.06 Intellectual Property 100
Section 3.07 Equity Interests and Restricted Subsidiaries 100
Section 3.08 Litigation 100
Section 3.09 Federal Reserve Regulations 100
Section 3.10 Investment Company Act 100
Section 3.11 Use of Proceeds 100
Section 3.12 Taxes 101
Section 3.13 No Material Misstatements 101
Section 3.14 Labor Matters 101
Section 3.15 [Reserved] 102
Section 3.16 Employee Benefit and Pension Plans 102
Section 3.17 Environmental Matters 103
Section 3.18 Security Documents 103
Section 3.19 Anti-Terrorism Law 103
Section 3.20 Sanctions. 103
Section 3.21 Anti-Corruption 104
Section 3.22 [Reserved]. 104
Section 3.23 Compliance with Law 104
Section 3.24 Blocking Laws. 104
Section 3.25 Insurance 105
Section 3.26 No Default 105
Section 3.27 Budget Variance Report 105
Section 3.28 Chapter 11 Cases; Order 105
Section 3.29 Private Offering by the Company 106
Section 3.30 Rule 144A Eligibility 106
Section 3.31 No Integration 106
Section 3.32 No Broker's Fees 106

ARTICLE IV
CONDITIONS

Section 4.01 Conditions to Initial Credit Extension 107
Section 4.02 Conditions to the Delayed Draw Borrowing Date 110

ARTICLE V
AFFIRMATIVE COVENANTS

Section 5.01	Financial Statements, Reports, Etc.	113
Section 5.02	Litigation and Other Notices	115
Section 5.03	Existence; Properties	116
Section 5.04	Insurance	116
Section 5.05	Taxes	116
Section 5.06	Employee Benefits	117
Section 5.07	Maintaining Records; Access to Properties and Inspections	117
Section 5.08	Use of Proceeds	118
Section 5.09	Compliance with Environmental Laws; Environmental Reports	118
Section 5.10	Additional Collateral; Additional Guarantors	118
Section 5.11	Security Interests; Further Assurances	120
Section 5.12	[Reserved]	120
Section 5.13	Compliance with Law	121
Section 5.14	Anti-Terrorism; Sanctions; Anti-Corruption	121
Section 5.15	Post-Closing Deliveries	121
Section 5.16	Blocking Laws	122
Section 5.17	Performance Milestones	123
Section 5.18	Certain Bankruptcy Matters (Compliance with Orders)	123
Section 5.19	Bankruptcy Notices	123
Section 5.20	Insolvency Proceedings	123
Section 5.21	[Reserved].	124
Section 5.22	Priority of Liens and Claims	124
Section 5.23	DIP Term Loan Proceeds Account	124

ARTICLE VI
NEGATIVE COVENANTS

Section 6.01	Indebtedness	125
Section 6.02	Liens	128
Section 6.03	Investments, Loans and Advances	132
Section 6.04	Mergers and Consolidations	135
Section 6.05	Asset Sales	135
Section 6.06	Dividends	137
Section 6.07	Transactions with Affiliates	138
Section 6.08	[Reserved]	139
Section 6.09	Prepayments of Certain Indebtedness; Modifications of Organizational Documents and Other Documents, Etc.	139
Section 6.10	Holding Company Status	140
Section 6.11	No Further Negative Pledge; Subsidiary Distributions	140
Section 6.12	Nature of Business	141
Section 6.13	Fiscal Year	141
Section 6.14	Material Intellectual Property	141
Section 6.15	Canadian Defined Benefit Plans	141
Section 6.16	Blocking Laws	141
Section 6.17	Additional Bankruptcy Matters	142
Section 6.18	Budget Variance Covenant	143
Section 6.19	Liquidity	143

ARTICLE VII
GUARANTEE

Section 7.01 The Guarantee....143
Section 7.02 Obligations Unconditional....143
Section 7.03 Reinstatement....144
Section 7.04 Subrogation; Subordination....145
Section 7.05 Remedies....145
Section 7.06 Instrument for the Payment of Money....145
Section 7.07 Continuing Guarantee....145
Section 7.08 General Limitation on Guarantee Obligations....145
Section 7.09 German Limitation on Guarantee Obligations....145
Section 7.10 Luxembourg Guarantee Limitation. 150
Section 7.11 Right of Contribution....151
Section 7.12 Specific Limitation on Guarantee Obligations 152

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default 152
Section 8.02 Application of Proceeds....157
Section 8.03 [Reserved]....158

ARTICLE IX
THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

Section 9.01 Appointment and Authority....158
Section 9.02 Rights as a DIP Creditor....159
Section 9.03 Exculpatory Provisions....160
Section 9.04 Reliance by Administrative Agent....162
Section 9.05 Delegation of Duties....163
Section 9.06 Resignation and Replacement of Administrative Agent....163
Section 9.07 Non-Reliance on Administrative Agent and Other DIP Creditors 164
Section 9.08 No Other Duties, Etc.....165
Section 9.09 Administrative Agent May File Proofs of Claim; Credit Bidding....165
Section 9.10 Collateral and Guarantee Matters 166
Section 9.11 [Reserved]....168
Section 9.12 Withholding Tax....168
Section 9.13 Certain ERISA Matters....168
Section 9.14 Non-U.S. Administrative Agent Tax Matters....169
Section 9.15 Erroneous Payments 169
Section 9.16 UK Security Documents and Hong Kong Security Documents....172
Section 9.17 Collateral Agent.....176
Section 9.18 Registration of Notes 176
Section 9.19 Transfer and Exchange of Notes....176

ARTICLE X
MISCELLANEOUS

Section 10.01 Notices 177
Section 10.02 Waivers; Amendment 181

Section 10.03	Expenses; Indemnity; Damage Waiver	187
Section 10.04	Successors and Assigns	190
Section 10.05	Survival of Agreement	195
Section 10.06	Counterparts; Integration; Effectiveness	195
Section 10.07	Severability	195
Section 10.08	Right of Setoff	195
Section 10.09	Governing Law; Jurisdiction; Consent to Service of Process	196
Section 10.10	Waiver of Jury Trial	196
Section 10.11	Headings	197
Section 10.12	Treatment of Certain Information; Confidentiality	197
Section 10.13	USA PATRIOT Act Notice and Beneficial Ownership Regulation Notice	197
Section 10.14	Interest Rate Limitation	198
Section 10.15	Interest Act (Canada)	198
Section 10.16	Obligations Absolute	198
Section 10.17	No Advisory or Fiduciary Responsibility	199
Section 10.18	[Reserved]	199
Section 10.19	Acknowledgement and Consent to Bail-In of Affected Financial Institutions	199
Section 10.20	Electronic Execution of Assignments and Certain Other Documents	200
Section 10.21	Currency Indemnity for Judgments	200
Section 10.22	MIRE Events	200
Section 10.23	Canadian Anti-Money Laundering Legislation	201
Section 10.24	German Law Considerations.	201
Section 10.25	Orders Control	201

ANNEXES

Annex A	Commitments, Fronting Schedule and Rolled Up Debt Schedule
Annex B	[Reserved]
Annex C	Performance Milestones

SCHEDULES

Schedule 2.05(a)	Backstop DIP Creditors
Schedule 3.03	Governmental Approvals; Compliance with Laws
Schedule 3.05	Closing Date Material Real Property
Schedule 3.07	Subsidiaries
Schedule 3.08	Litigation
Schedule 3.12	Taxes
Schedule 6.01(b)	Existing Indebtedness
Schedule 6.02(c)	Existing Liens
Schedule 6.03(b)	Existing Investments
Schedule 6.07	Transactions with Affiliates

EXHIBITS	Form Of:
Exhibit A	Administrative Questionnaire
Exhibit B	Assignment and Assumption
Exhibit C-1	Borrowing Request
Exhibit C-2	Prepayment Notice
Exhibit D	Compliance Certificate
Exhibit E	Interest Election Request
Exhibit F	Joinder Agreement
Exhibit G	Initial Budget
Exhibit H	Term Loan Promissory Note
Exhibit I	[Reserved]
Exhibit J	Intercompany Note
Exhibit K	Interim DIP Order
Exhibit L-1 – L-4	U.S. Tax Compliance Certificates
Exhibit M	DIP Note

SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN CREDIT AND NOTE PURCHASE AGREEMENT

This **SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN CREDIT AND NOTE PURCHASE AGREEMENT** (including all exhibits and schedules hereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of July [●], 2026, is made among, **ASP UNIFRAX HOLDINGS, INC.**, a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (as defined below (the "**Company**"), **ULYSSES PARENT, INC.**, a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("**Holdings**"), as a Guarantor, each of the other Subsidiary Guarantors (such terms and each other capitalized term used but not defined herein having the meaning given to it in Article I) from time to time party hereto that are debtors and debtors-in-possession under chapter 11 of the Bankruptcy Code (each, a "**Debtor Subsidiary Guarantor**"), each of the other Subsidiary Guarantors from time to time party hereto (each, a "**Non-Debtor Subsidiary Guarantor**"), the DIP Creditors from time to time party hereto, **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as administrative agent for the DIP Creditors (in such capacity, together with its successors and assigns, the "**Administrative Agent**"), and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as collateral agent for the Secured Parties.

WITNESSETH

WHEREAS, on July [●], 2026 (the "**Petition Date**"), Holdings, the Company and the Debtor Subsidiary Guarantors (each, a "**Debtor**" and collectively, the "**Debtors**") filed voluntary petitions for relief under chapter 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code (each such case of the Company and each other Debtor, a "**Chapter 11 Case**" and collectively, the "**Chapter 11 Cases**") and have continued in the possession and operation of their assets and the management of their business pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, the Company has requested that the DIP Creditors provide a superpriority senior secured debtor-in-possession credit facility in an aggregate principal amount of up to $630,000,000 (the "**DIP Facility**") consisting of (i) New-Money Notes and New Money Term Loans in an aggregate principal amount on the Closing Date of $315,000,000, and (ii) Rolled-Up Notes and Rolled-Up Term Loans in an aggregate principal amount on the Closing Date of $315,000,000, with all of the Company's obligations under the DIP Facility to be guaranteed by each Guarantor, and the DIP Creditors are willing to extend such credit to the Company on the terms and subject to the conditions set forth herein.

WHEREAS, the priority of the DIP Facility with respect to the Collateral granted as security for the payment and performance of the Obligations shall be as set forth in the Loan Documents and the Interim DIP Order and the Final DIP Order, as applicable, in each case, upon entry thereof by the Bankruptcy Court.

WHEREAS, all of the claims and the Liens granted under the Orders and the Loan Documents to the Secured Parties in respect of the DIP Term Facility shall be subject to the Carve Out.

WHEREAS, the Company, Holdings, and the other Guarantors are engaged in related businesses, and Holdings and each other Guarantor will derive substantial direct and indirect benefit from the making of the extensions under this Agreement.

NOW, THEREFORE, the DIP Creditors are willing to (severally but not jointly) extend the credit described in the foregoing to the Company on the terms and subject to the conditions set forth herein. Accordingly, in consideration of the mutual covenants and agreements set forth herein and in the other Loan Documents, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

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

"**ABR**" when used in reference to any Loan, Note or Borrowing, is used when such Loan, Note, or the Loans or Notes comprising such Borrowing, as applicable, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"**ABR Borrowing**" shall mean a Borrowing comprised of ABR Loans or ABR Notes, as applicable.

"**ABR Loan**" shall mean any Term Loan bearing interest at a rate determined by reference to the Alternate Base Rate in accordance with the provisions of Article II.

"**ABR Note**" shall mean any Note bearing interest at a rate determined by reference to the Alternate Base Rate in accordance with the provisions of Article II.

"**ABR Term SOFR Determination Day**" has the meaning specified in the definition of "Term SOFR".

"**Acceptable Plan of Reorganization**" means a plan of reorganization in form and substance reasonably acceptable to the Required DIP Creditors, the Agents (solely with respect to those provisions thereof that only affect the rights, obligations, liabilities, duties, or treatment of the Agents) and the Company, that, among other things, (i) is consistent with the terms and conditions as set forth in the RSA and the exhibits thereto and (ii) otherwise reasonably acceptable to the Required DIP Creditors, in accordance with the RSA, and the Agents (solely with respect to those provisions thereof that only affect the rights, obligations, liabilities, duties, or treatment of the Agents).

"**Ad Hoc Group**" means those certain DIP Creditors represented by the Ad Hoc Group Advisors as of the Closing Date.

"**Ad Hoc Group Advisors**" means, collectively, Davis Polk & Wardwell LLP, as counsel to the Ad Hoc Group, and PJT Partners, LP, as financial advisor to the Ad Hoc Group, and any other special or local counsel to the Ad Hoc Group as reasonably required.

"**Additional Amount**" shall have the meaning assigned to such term in Section 2.15(a).

"**Additional Guarantor**" shall mean any Wholly Owned Restricted Subsidiary incorporated under the laws of a Covered Jurisdiction, the United States or any state thereof or the District of Columbia, in each case, that becomes a Guarantor after the Closing Date pursuant to Section 5.10 or 5.15.

"**Additional DIP Creditor**" shall mean each Eligible Assignee that becomes a DIP Creditor.

"**Adjusted Term SOFR**" means, for purposes of any calculation, the rate per annum equal to Term SOFR for such calculation; *provided* that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"**Administrative Agent**" shall have the meaning given to that term in the preamble hereto, and include each other person appointed as a successor administrative agent pursuant to Article IX.

"**Administrative Questionnaire**" shall mean an Administrative Questionnaire in substantially the form of Exhibit A or in such other form as may be reasonably approved by the Administrative Agent.

"**Affected Financial Institution**" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified; *provided*, *however*, that neither any DIP Creditor nor any Agent (nor any of their Affiliates) shall be deemed to be an Affiliate of Holdings, the Company or any of their respective Subsidiaries solely by virtue of its capacity as a DIP Creditor or Agent hereunder. For certainty, any reference to an Affiliate of the Administrative Agent, a DIP Creditor or any other Secured Party shall include a domestic or foreign branch of such Person.

"**Agent Fee Letter**" shall mean that certain Fee Letter, dated as of the Closing Date, by and among the Company and Wilmington Savings Fund Society, FSB.

"**Agents**" shall mean the Administrative Agent and the Collateral Agent, and "**Agent**" shall mean either of them.

"**Agreement**" shall have the meaning assigned to such term in the preamble hereto.

"**Alternate Base Rate**" shall mean, for any day, a rate per annum equal to the greatest of (a) the Base Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 1/2 of 1.00%, and (c) the Adjusted Term SOFR for a one-month tenor as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1.00%. Any change in the Alternate Base Rate due to a change in the Base Rate, the Federal Funds Rate or the Adjusted Term SOFR shall be effective on the effective date of such change in the Base Rate, the Federal Funds Rate or the Adjusted Term SOFR, as the case may be. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than the Alternate Base Rate Floor, such rate shall be deemed to be the Alternate Base Rate Floor for purposes of this Agreement.

"**Alternate Base Rate Floor**" means a rate of interest equal to 2.00%.

"**Anti-Terrorism Laws**" shall have the meaning assigned to such term in Section 3.19.

"**Applicable Margin**" shall mean a percentage per annum equal to: (i) for ABR Loans and ABR Notes, respectively, 7.375% and (ii) for Term SOFR Loans and Term SOFR Notes, respectively, 8.375%.

"**Applicable Tax Laws**" shall mean the Code and any other applicable Requirement of Law relating to Taxes, as in effect from time to time.

"**Approved Bankruptcy Court Order**" means (a) each of the Orders, as such order is amended and in effect from time to time in accordance with this Agreement, (b) the Disclosure Statement Order, (c) the Confirmation Order, (d) the orders approving First Day Pleadings (as defined in the RSA), (e) any order entered by the Bankruptcy Court regarding, relating to or impacting (i) any rights or remedies of any Secured Party, (ii) the Loan Documents (including the Credit Parties' obligations thereunder), (iii) the Collateral, any Liens thereon or any Superpriority Claims (including, without limitation, any sale or other disposition of Collateral or the priority of any such Liens or Superpriority Claims), (iv) use of Cash Collateral, (v) debtor-in-possession financing, (vi) adequate protection granted with respect to, or otherwise relating to, any Prepetition Indebtedness, (vii) any Chapter 11 Plan or order approving a sale of all, substantially all or a material portion of the assets of any Credit Party pursuant to section 363 of the Bankruptcy Code, (viii) the assumption or rejection of contracts, and (ix) ordinary course unsecured claims, in the case of each of the foregoing clauses (i) through (ix), that (A) is in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, as applicable (solely with respect to its own rights, obligations, liabilities, duties and treatment), the Required DIP Creditors and the Company, (B) has not been vacated, reversed or stayed, and (C) has not been amended or modified in a manner adverse to the rights of the DIP Creditors in any material respect except as agreed in writing by the Required DIP Creditors and the Company, and (f) with respect to any other order, an order entered by the Bankruptcy Court that (i) is in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, as applicable (solely with respect to its own rights, obligations, liabilities, duties and treatment), and the Required DIP Creditors, (ii) has not been vacated, reversed or stayed and not cured within ten (10) Business Days, and (iii) has not been amended or modified except in a manner as reasonably satisfactory to the Required DIP Creditors and the Company.

"**Approved Budget**" means, initially, the Initial Budget, and, thereafter, the most recent Updated Budget accepted (or deemed accepted) by the Required DIP Creditors in accordance with Section 5.01(d)(i).

"**Approved Company Portal**" shall have the meaning assigned to such term in Section 10.01(g).

"**Approved Disclosure Statement**" means a comprehensive disclosure statement with respect to an Acceptable Plan of Reorganization, in form and substance reasonably acceptable to the Required DIP Creditors and the Company.

"**Approved Fund**" shall mean any Fund or managed account that is administered, advised or managed by (a) a DIP Creditor, (b) an Affiliate of a DIP Creditor or (c) an entity, or an Affiliate of an entity, that administers, advises or manages a DIP Creditor.

"**Asset Sale**" shall mean (a) any conveyance, sale, transfer or other disposition of any property pursuant to Section 6.05(b)(s), and (z) and (b) any issuance or sale of any Equity Interest of any Group Member (other than to any Group Member (other than in the case of an issuance or sale of any Equity Interest of any Credit Party to any Group Member that is not a Credit Party)) and (c) any other disposition of assets by Holdings or any of its Restricted Subsidiaries which is not sold or otherwise disposed of in the

ordinary course of business and in any event "Asset Sales" shall exclude Casualty Events of any Group Member.

"**Assignment and Assumption**" shall mean an assignment and assumption entered into by a DIP Creditor and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.04(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit B, or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"**Attributable Indebtedness**" shall mean, when used with respect to any Sale Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Company's then-current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale Leaseback Transaction.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark for any currency, 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 "Interest Period" pursuant to Section 2.11(c).

"**Avoidance Actions**" has the meaning assigned to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Avoidance Proceeds**" has the meaning assigned to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Backstop Commitment Provisions**" means the terms and conditions of the RSA governing the DIP Backstop Commitments (as defined in the RSA) and related rights and obligations of the DIP Backstop Parties (as defined in the RSA), including, without limitation, Section 6.02 thereof.

"**Backstop DIP Creditor**" means the financial institutions (or any Affiliate, investment advisor, manager or beneficial owner for the account of such Person, or an Approved Fund or trader counterparty by such Person) listed in Schedule 2.05(a).

"**Backstop Premium**" has the meaning set forth in Section 2.05(a).

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

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

"**Bankruptcy Code**" shall mean the Federal Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. §§ 101 et seq. and the regulations issued thereunder.

"**Bankruptcy Court**" has the meaning assigned to such term in the recitals hereto.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Chapter 11 Cases.

"**Base Rate**" shall mean a rate per annum equal to the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Required DIP Creditors) or any similar release by the Federal Reserve Board (as determined by the Required DIP Creditors), in each case, as notified to the Administrative Agent by the Required DIP Creditors.

"**Benchmark**" means, initially, with respect to any Obligations, interest, fees, commissions or other amounts the Term SOFR Reference Rate; *provided* that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or then-current Benchmark, then "Benchmark" means, with respect to such Obligations, interest, fees, commissions or other amounts, the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.11(c).

"**Benchmark Replacement**" means, with respect to any then-current Benchmark Transition Event for any then-current Benchmark, the first alternative set forth in the order below that can be determined by the Required DIP Creditors for the applicable Benchmark Replacement Date:

(a) the sum of (i) Daily Simple SOFR and (ii) 0.10% (10 basis points); or

(b) the sum of (i) the alternate benchmark rate that has been selected by the Required DIP Creditors and the Company as the replacement for such Benchmark giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for such Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment;

provided that, in each case, such rate is administratively feasible for the Administrative Agent.

If such Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents. Any such Benchmark Replacement shall, unless otherwise determined by the Company and the Required DIP Creditors, be made in a manner that is intended to comply with the terms of United States Treasury Regulations Section 1.1001-6 so as not to be treated as a "modification" (and therefor an exchange) of any Loans or Notes for purposes of Treasury Regulations Section 1.1001-3.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of any 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 the Required DIP Creditors and the Company 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 Body 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; *provided* that the determination of any such Benchmark Replacement Adjustment shall, unless otherwise determined by the Company and the Required DIP Creditors, be made in a manner that is intended to comply with the terms of United States Treasury Regulations Section 1.1001-6 so as not to be treated as a "modification" (and therefor an exchange) of any Loans or Notes for purposes of Treasury Regulations Section 1.1001-3; *provided*, further that any Benchmark Replacement Adjustment is administratively feasible for the Administrative Agent.

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark for any currency:

(a) in the case of clause (a) or (b) 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

(b) in the case of clause (c) 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 or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been, determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided* that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 (a) or (b) 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, with respect to the then-current Benchmark, the occurrence of one or more of the following events with respect to such Benchmark:

(a) 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(b) 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 Federal Reserve Board, 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

(c) 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) 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.

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, with respect to any then-current Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date with respect to such Benchmark has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11(c) and (b) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11(c).

"**Beneficial Ownership Certification**" shall mean a certification regarding individual beneficial ownership solely to the extent expressly required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" shall mean 31 C.F.R. § 1010.230, as amended.

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

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States.

"**Board of Directors**" shall mean, with respect to any person, (a) in the case of any corporation, the board of directors of such person, (b) in the case of any limited liability company, the board of managers, manager, member, sole member, or managing member of such person, (c) in the case of any partnership, the general partner of such person and (d) in any other case, the functional equivalent of the foregoing.

"**Bona Fide Lending Affiliate**" shall mean any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is an Affiliate of any Competitor (but is not itself identified as a Competitor) and is (i) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business, and (ii) managed, sponsored or advised by any Person that is controlling, controlled by or under common control with such Competitor or Affiliate thereof, as applicable, but only to the extent that no personnel involved with the investment in such Competitor or Affiliate thereof (other than, solely with respect to Section 10.12, a limited number of senior employees in connection with the relevant Person's internal legal, compliance, risk management and/or credit practices), as applicable, (x) makes (or has the right to make or participate with others in making) investment decisions or (y) has access to any information (other than information that is publicly

available) relating to Holdings or the Company or any entity that forms a part of Holdings' or the Company's business (including subsidiaries of Holdings or the Company).

"**Borrowing**" shall mean (i) Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect and (ii) Notes of the same Class and Type issued, converted or continued on the same date and, in the case of Term SOFR Notes, as to which a single Interest Period is in effect.

"**Borrowing Request**" shall mean a written request by the Company in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C-1, or such other form (including any form on an electronic platform or electronic transmission system) as shall be approved by the Administrative Agent (which approval shall not be unreasonably withheld), appropriately completed and signed by a Responsible Officer of the Company.

"**Budget**" means any 13-week consolidated weekly operating budget of the Debtors and their respective Subsidiaries setting forth, among other things, projected receipts, disbursements, liquidity and net cash flow for the period described therein prepared by the Company's management and its advisors, in form and level of detail substantially consistent with the Initial Budget.

"**Budget Variance Report**" means, for any Budget Variance Test Period, a weekly variance report prepared by the Company's management and its advisors, comparing for such Budget Variance Test Period the actual results against anticipated results under the Approved Budget, on an aggregate basis and in the same level of detail set forth in the applicable Approved Budget, together with a written explanation for each line item in the Approved Budget with a variance greater than 12.5% of the forecasted disbursement amount for any given testing period.

"**Budget Variance Test Date**" shall mean the Friday of every week (commencing with the Friday of the fourth full calendar week occurring after the Petition Date) or, to the extent such Friday is not a Business Day, the next Business Day thereafter.

"**Budget Variance Test Period**" means a period starting on the Petition Date and ending on the Sunday immediately preceding the delivery of the applicable Budget Variance Report.

"**Business Day**" shall mean any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; *provided* that, in addition to the foregoing, a Business Day shall be in relation to Loans or Notes referencing Adjusted Term SOFR and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans or Notes referencing Adjusted Term SOFR or any other dealings of such Loans or Notes referencing Adjusted Term SOFR, any such day that is a U.S. Government Securities Business Day.

"**Canadian Anti-Money Laundering & Anti-Terrorism Legislation**" means, collectively, the Criminal Code (Canada), the Proceeds of Crime Act and the United Nations Act (Canada), together with all rules, regulations and interpretations thereunder or related thereto including, without limitation, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism and the United Nations Al Qaida and Taliban Regulations promulgated under the United Nations Act.

"**Canadian Credit Parties**" means each Subsidiary organized or existing under the laws of Canada, or any province or territory thereof, that is or becomes a Guarantor; *provided* that no Excluded Subsidiary shall be required to be a Canadian Credit Party.

"**Canadian Defined Benefit Plan**" means a Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Tax Act.

"**Canadian Economic Sanctions and Export Control Laws**" means the Special Economic Measures Act (Canada), the United Nations Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), Part II.1 of the Criminal Code (Canada) and the Export and Import Permits Act (Canada), and any related regulations.

"**Canadian MEPP**" means a "multi-employer plan," as defined in subsection 147.1(1) of the Tax Act, or a "multi-employer pension plan", as defined in the Pension Benefits Act (Ontario) or any other applicable pension standards laws of any jurisdiction in Canada, in each case, (i) to which any Credit Party contributes for its employees or former employees employed in Canada and (ii) which is neither sponsored nor administered by any Credit Party.

"**Canadian Pension Event**" means (i) any of the following that would give rise, or could reasonably be expected to give rise, to a wind-up funding deficiency or withdrawal liability to the extent required to be funded, either immediately or on an amortized basis, by a Credit Party (a) the withdrawal of a Credit Party from a Canadian MEPP during a plan year; (b) the filing of a notice of intent to terminate in whole or in part a Canadian Defined Benefit Plan or the treatment of a Canadian Defined Benefit Plan amendment as a termination or partial termination; (c) the institution of proceedings by any Governmental Authority to terminate in whole or in part or have a trustee appointed to administer a Canadian Defined Benefit Plan; or (d) any other event or condition which would reasonably be expected to constitute grounds for the termination of, winding up or partial termination of winding up or the appointment of a trustee to administer, any Canadian Defined Benefit Plan; and (ii) any statutory deemed trust or Lien, other than a Permitted Lien, arising in connection with contributions required to be paid by a Credit Party in respect of a Canadian Defined Benefit Plan.

"**Canadian Pension Plan**" means a "registered pension plan," as defined in subsection 248(1) of the Tax Act, or a "pension plan" otherwise required to be registered under the Pension Benefits Act (Ontario) or any other applicable pension standards laws of any jurisdiction in Canada that is, in each case, maintained, sponsored or contributed to by a Credit Party for its employees or former employees in Canada, but excluding any Canadian MEPP.

"**Canadian Security Documents**" shall mean the security documents, hypothec or pledge agreements governed by the laws of any Canadian province or territory which grant a valid, perfected security interest in or a valid and enforceable Lien of record or hypothec on, as applicable, any property as collateral for the Secured Obligations, and any other document or instrument utilized to pledge or grant or purport to pledge or grant a security interest in or lien or hypothec on any property as collateral for the Secured Obligations.

"**Canadian Subsidiary**" means each Subsidiary organized or existing under the laws of Canada, or any province or territory thereof.

"**Capital Assets**" shall mean, with respect to any person, all equipment, rolling stock, aircraft, fixed assets and Real Property or improvements of such person, or replacements or substitutions therefor or additions thereto, that, in accordance with GAAP, have been or should be reflected as additions to property, plant or equipment on the balance sheet of such person.

"**Capital Lease Obligations**" shall mean, 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 Leases**" shall mean all leases that are required to be, in accordance with GAAP, recorded as financing or capitalized leases (and, for the avoidance of doubt, not an operating lease); *provided* that the adoption or issuance of any accounting standards after December 31, 2018 will not cause any lease that was not or would not have been a Capital Lease prior to such adoption or issuance to be deemed a Capital Lease.

"**Carve Out**" has the meaning assigned to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Cash Collateral**" shall have the meaning given to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Cash Equivalents**" shall mean, as to any person, (a) securities issued, or directly, unconditionally and fully guaranteed or insured, by the United States or any political subdivision, agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such person; (b) securities issued, or directly, unconditionally and fully guaranteed or insured, by any state of the United States or any political subdivision of any such state or any public instrumentality thereof (*provided* that the full faith and credit of such state is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such person; (c) time deposits and certificates of deposit of any DIP Creditor or any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia having, capital and surplus aggregating in excess of $500,000,000 and a rating of "A" (or such other similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) with maturities of not more than one year from the date of acquisition by such person, and securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any DIP Creditor or any commercial bank satisfying the requirements of this clause (c); (d) repurchase obligations for underlying securities of the types described in clause (a), (b) or (c) above entered into with any bank meeting the qualifications specified in clause (c) above; (e) commercial paper issued by any person incorporated in the United States rated at least A-1 or the equivalent thereof by S&P or at least P-1 or the equivalent thereof by Moody's, and in each case maturing not more than one year after the date of acquisition by such person; (f) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (a) through (e) above, or that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated within the top three ratings categories by S&P or Moody's and (iii) have portfolio assets of at least $500,000,000; (g) demand deposit accounts maintained in the ordinary course of business; (h) preferred stock issued by Persons with a rating of "A" or higher from S&P or "A-2" or higher from Moody's, with maturities of less than one year from the date of acquisition; (i) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either Moody's or S&P, respectively (or, if at any time either Moody's or S&P shall not be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by Holdings) and in each case maturing within one year after the date of creation or acquisition thereof; (j) investment funds investing at least 90% of their assets in Cash Equivalents of the types described in clauses (a) through (j) above and (k)(i) investments of the type and (to the extent applicable) maturity described in clauses (a) through (j) above of (or maintained with) a comparable foreign obligor, which investments or obligors (or the parent thereof) have ratings described in clause (c) or (e) above, if applicable, or equivalent ratings from comparable foreign rating agencies or (ii) investments of the type and maturity (to the extent applicable) described in clauses (a) through (j) above of (or maintained with) a foreign obligor (or the parent thereof),

which investments or obligors (or the parents thereof) are not rated as provided in such clauses or in subclause (i) of this clause (k) but which are, in the reasonable judgment of the Company, comparable in investment quality to such investments and obligors (or the parents of such obligors).

"**Cash Management Order**" means an order of the Bankruptcy Court entered in the Chapter 11 Cases, together with all extensions, modifications and amendments thereto, in form and substance reasonably acceptable to the Required DIP Creditors and the Company, which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements or such other arrangements as shall be reasonably acceptable to the Required DIP Creditors and the Company in all material respects.

"**Casualty Event**" shall mean any involuntary loss of title, any involuntary loss of, damage to or any destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any property of any Group Member. "**Casualty Event**" shall include but not be limited to any taking of all or any part of any Real Property of any Person or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any Requirement of Law, or by reason of the temporary requisition of the use or occupancy of all or any part of any Real Property of any Person or any part thereof by any Governmental Authority, civil or military, or any settlement in lieu thereof.

"**CFC**" shall mean a Foreign Subsidiary that is (i) a controlled foreign corporation within the meaning of Section 957 of the Code and (ii) formed in a jurisdiction other than a Covered Jurisdiction.

"**CFC Holding Company**" shall mean any Subsidiary that owns no material assets other than Equity Interests (including any debt or other instrument treated as equity for U.S. federal income tax purposes) of one or more (x) CFCs or (y) other Subsidiaries that are CFC Holding Companies pursuant to clause (x) of this definition.

"**Change in Law**" shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

A "**Change of Control**" shall be deemed to have occurred if:

(a) at any time, Permitted Holders (collectively) shall fail to own (directly or indirectly), or to have the power to vote or direct the voting of, directly or indirectly, Voting Stock of Holdings representing more than 50% of the voting power of the total outstanding Voting Stock of Holdings;

(b) [reserved];

(c) Holdings shall cease to beneficially own and Control, directly 100% on a fully diluted basis of the economic and voting interests in the Equity Interests of the Company;

(d) any "Change of Control" (or any comparable term) in any document pertaining to any Prepetition Secured Indebtedness; or,

unless, in the case of clause (a) above, the Permitted Holders have, at such time, directly or indirectly, the right or the ability by voting power, contract or otherwise to elect or designate for election at least a majority of the Board of Directors of Holdings.

"**Chapter 11 Cases**" has the meaning assigned to such term in the recitals hereto.

"**Chapter 11 Plan**" means a plan of reorganization in any or all of the Chapter 11 Cases.

"**Class**" refers to whether such (a) Loan, or the Loans comprising such Borrowing, are New Money Term Loans, Initial Term Loans, Delayed Draw Term Loans or Rolled-Up Term Loans, (b) Notes, or the Notes comprising such Borrowing are New Money Notes, Initial Notes, Delayed Draw Notes or Rolled-Up Notes, and (c) when used in reference to any Commitment, refers to whether such Commitment is an Initial Term Loan Commitment, Delayed Draw Term Loan Commitment, Initial Note Commitment or Delayed Draw Note Commitment, in each case, under this Agreement as originally in effect; *provided* that for all purposes hereunder, (w) Initial Term Loans and, once funded, Delayed Draw Term Loans shall constitute a single Class of New Money Term Loans, (x) New Money Term Loans and, once converted in any amount, Rolled-Up Term Loans shall constitute a single Class of Term Loans, (y) Initial Notes and, once purchased, Delayed Draw Notes shall constitute a single Class of New Money Notes regardless of when converted and (z) New Money Notes and, once converted in any amount, Rolled-Up Notes shall constitute a single Class of Notes regardless of when converted. The Administrative Agent shall be permitted to track Initial Term Loans, Delayed Draw Term Loans, Rolled-Up Term Loans, Initial Term Loan Commitments and/or Delayed Draw Term Loan Commitments separately for purposes of maintaining the register, processing trades through Clearpar or another similar electronic trading system, or otherwise to fulfill its other administrative responsibilities as provided herein. Furthermore, the Administrative Agent shall be permitted to track Initial Notes, Delayed Draw Notes, Rolled-Up Notes, Initial Note Commitments and/or Delayed Draw Note Commitments separately for purposes of maintaining the register, processing trades through Clearpar or another similar electronic trading system, or otherwise to fulfill its other administrative responsibilities as provided herein.

"**Closing**" shall have the meaning assigned to such term in Section 2.01.

"**Closing Date Material Real Property**" shall mean the Material Real Property as of the Closing Date and listed on Schedule 3.05.

"**Closing Date**" shall mean the date of the initial Credit Extensions hereunder.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, unless otherwise specified.

"**Collateral**" means the "Collateral", "DIP Collateral" or words of similar intent as defined in the Interim DIP Order (and, when applicable, the Final DIP Order) or in any of the Security Documents, and shall include all present and after acquired assets and property, whether real, personal, tangible, intangible or mixed of the Credit Parties, wherever located, on which Liens are or are purported to be granted pursuant to the Orders or any Security Document in favor of the Collateral Agent, on behalf of the Secured Parties, to secure any of the Obligations; *provided* that in no case shall "Collateral" include Excluded Property or be granted in respect of an Excluded Subsidiary.

"**Collateral Agent**" shall mean Wilmington Savings Fund Society, FSB, in its capacity as collateral agent for the lenders and other secured parties hereunder and under the Loan Documents and any successor pursuant to the provisions hereof.

"**Commitment**" shall mean, with respect to any DIP Creditor, individually or collectively, as the context may require, such DIP Creditor's Initial Term Loan Commitment, Delayed Draw Term Loan Commitment, Initial Note Commitment or Delayed Draw Note Commitment.

"**Commodity Exchange Act**" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Communications**" shall have the meaning assigned to such term in Section 10.01(d).

"**Company**" shall have the meaning assigned to such term in the preamble hereto.

"**Company Communications**" shall mean, collectively, any Borrowing Request, Interest Election Request, notice of prepayment, or other notice, demand, communication, information, document or other material provided by or on behalf of any Credit Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Company to the Administrative Agent through an Approved Company Portal.

"**Competitor**" shall have the meaning assigned to such term in the definition of "Disqualified Institutions".

"**Compliance Certificate**" shall mean a certificate of a Financial Officer of Holdings substantially in the form of Exhibit D.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming an Acceptable Plan of Reorganization under section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Required DIP Creditors and the Agents (solely with respect to its own rights, obligations, liabilities and treatment).

"**Conforming Changes**" means, with respect to either the use or administration of the Term SOFR Reference Rate or any other initial Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "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 2.13 and other technical, administrative or operational matters) that the Required DIP Creditors decide (in consultation with the Company) 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 Required DIP Creditors determine that no market practice for the administration of any such rate exists, in such other manner of administration as the Required DIP Creditors decide (in consultation with the Company) is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Contingent Obligation**" shall mean, as to any person, any obligation or agreement of such person guaranteeing or intended to guarantee any Indebtedness, leases, Dividends or other obligations

("**primary obligations**") of any other person (the "**primary obligor**") in any manner, whether directly or indirectly, including any such obligation or agreement of such person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; (d) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement obligation arises (which reimbursement obligation shall constitute Indebtedness); or (e) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided*, *however*, that the term "Contingent Obligation" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties or other similar contingent obligations incurred in the ordinary course of business, including indemnities. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such person may be liable, whether singly or jointly, pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such person in good faith.

"**Contingent Rolled-Up Notes**" means notes deemed purchased hereunder pursuant to Section 2.01(f).

"**Contingent Rolled-Up Term Loans**" means loans deemed issued hereunder pursuant to Section 2.01(f).

"**Control**" shall mean 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 ownership of voting securities, by contract or otherwise, and the terms "**Controlling**" and "**Controlled**" shall have meanings correlative thereto.

"**Controlled Investment Affiliate**" shall mean, as to any person, any other person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such person and is organized by such person (or any person Controlling such person) primarily for making equity or debt investments in Holdings or its direct or indirect parent company or other portfolio companies of such person.

"**Conversion Date**" shall have the meaning assigned to such term in Section 2.25.

"**Covered Jurisdiction**" means Luxembourg, the United Kingdom, Germany, Hong Kong and Canada (including any province or territory thereof).

"**Credit Extension**" shall mean (i) the making of a Loan or (ii) the purchase of a Note by a DIP Creditor.

"**Credit Parties**" shall mean the Company and the Guarantors; and "**Credit Party**" shall mean any one of them.

"**Currency Due**" shall have the meaning assigned to such term in Section 10.21.

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body 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 the Administrative Agent (acting at the direction of the Required DIP Creditors) may establish another convention in its reasonable discretion.

"**Debt Issuance**" shall mean the incurrence by Holdings or any of its Restricted Subsidiaries of any Indebtedness after the Closing Date (other than Indebtedness permitted by Section 6.10 or Section 6.01).

"**Debtor**" has the meaning assigned to such term in the recitals herein.

"**Debtor Guarantor**" shall mean Holdings and each Debtor Subsidiary Guarantor.

"**Debtor Relief Law**" shall mean the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, a moratorium of any indebtedness, administration, provisional supervision or similar debtor relief laws of the United States, Canada or other applicable jurisdictions from time to time in effect (including the restructuring provisions of any applicable corporate statutes to the extent such statutes are used by a Person to propose an arrangement in connection with a compromise of such Person's debt obligations) and any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion provided in connection with this Agreement.

"**Declining DIP Creditor**" has the meaning set forth in Section 2.10(h).

"**Declined Proceeds**" shall have the meaning assigned to such term in Section 2.10(h).

"**Default**" shall mean any event, occurrence or condition which is, or upon notice, lapse of time or both would constitute, an Event of Default.

"**Default Rate**" shall have the meaning assigned to such term in Section 2.06(e).

"**Defaulting DIP Creditor**" shall mean any DIP Creditor that (a) has failed to fund and/or purchase any portion of its Loans and/or Notes required to be funded and/or purchased by it hereunder unless such DIP Creditor notifies the Administrative Agent and the Company in writing that such failure is the result of such DIP Creditor's reasonable and good faith determination that one or more conditions precedent to funding or purchase (each of which conditions precedent, together with any applicable default, shall be in such writing) has not been satisfied, (b) has notified the Administrative Agent, any DIP Creditor and/or the Company in writing that it does not intend to comply with any of its funding or purchase obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding or purchase obligations under this Agreement (unless such writing or public statement states that such position is based on such DIP Creditor's reasonable and good faith determination that a condition precedent to funding or purchase (which condition precedent, together with any applicable default, shall be in such writing or public statement) cannot be satisfied), (c) has failed, within two (2) Business Days after request by the Administrative Agent or the Company, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and/or Notes, (d) has otherwise failed to pay over to the Administrative Agent or any other DIP Creditor any other amount required to be paid by it hereunder within one Business Day of the date when due, unless such payment is

the subject of a good faith dispute, or (e) has, or has a direct or indirect parent company that has, after the date of this Agreement, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment, or (iv) become the subject of a Bail-In Action. For the avoidance of doubt, a DIP Creditor shall not be deemed to be a Defaulting DIP Creditor solely by virtue of (i) the ownership or acquisition of any Equity Interest in such DIP Creditor or its parent by a Governmental Authority, unless such ownership interest results in or provides such person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such person (or such governmental authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such person or its parent entity or (ii) such DIP Creditor becoming subject to an Undisclosed Administration. The Administrative Agent shall not be deemed to have knowledge or notice of designation of any DIP Creditor as a "Defaulting DIP Creditor" under clause (e) above unless the Administrative Agent has received written notice as set forth above from the Company or any DIP Creditor referring to this Agreement and notifying the Administrative Agent of the identity and designation of such DIP Creditor as a "Defaulting DIP Creditor" which the Administrative Agent may conclusively rely upon, and absent receipt of such notice from such DIP Creditor or the Company, the Administrative Agent may conclusively assume that no DIP Creditor under this Agreement has been designated as a "Defaulting DIP Creditor" under clause (e) above.

"**Delayed Draw Borrowing Date**" means the date of the Borrowing of Delayed Draw Term Loans (including those Delayed Draw Term Loans that later exchange into Delayed Draw Notes), in accordance with Sections 2.01 and 4.02.

"**Delayed Draw Commitment Period**" means the period from the Closing Date to and including the Delayed Draw Commitment Termination Date.

"**Delayed Draw Commitment Termination Date**" means the earliest to occur of (i) the Maturity Date, (ii) the date on which all Delayed Draw Term Loan Commitments and Delayed Draw Note Commitments then outstanding have been funded or purchased, respectively, pursuant to Section 2.01 and (iii) the date on which all Delayed Draw Term Loan Commitments and Delayed Draw Note Commitments have been reduced to $0 pursuant to Section 2.07 or Section 8.01.

"**Delayed Draw Note Commitment**" means, as to each DIP Creditor, its obligation to purchase a Delayed Draw Note from the Company hereunder on the Delayed Draw Borrowing Date, expressed as an amount representing the maximum principal amount of the Delayed Draw Notes to be purchased by such DIP Creditor under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such DIP Creditor pursuant to an Assignment and Assumption. The initial amount of each DIP Creditor's Delayed Draw Notes Commitment is set forth on Annex A under the caption "Delayed Draw Note Commitment". The initial aggregate amount of the Delayed Draw Note Commitments, together with the Delayed Draw Term Loan Commitments, is $50,000,000.

"**Delayed Draw Note**" has the meaning assigned to such term in Section 2.01(e).

"**Delayed Draw Term Loan**" has the meaning assigned to such term in Section 2.01(c).

"**Delayed Draw Term Loan Commitment**" means, as to each DIP Creditor, its obligation to make a Delayed Draw Term Loan to the Company hereunder on the Delayed Draw Borrowing Date, expressed as an amount representing the maximum principal amount of the Delayed Draw Term Loans to

be made by such DIP Creditor under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such DIP Creditor pursuant to an Assignment and Assumption. The initial amount of each DIP Creditor's Delayed Draw Term Loan Commitment is set forth on Annex A under the caption "Delayed Draw Term Loan Commitment". The initial aggregate amount of the Delayed Draw Term Loan Commitments, together with the Delayed Draw Note Commitments, is $50,000,000.

"**Deposit Accounts**" has the meaning assigned to such term in the U.S. Security Agreement.

"**DIP Backstop Commitment**" means the commitment of a Backstop DIP Creditor (or any of its designated Approved Funds) to backstop (or cause to be backstopped) the New Money Term Loans and New Money Notes under the RSA, and DIP Backstop Commitments means such commitments of all Backstop DIP Creditors in the aggregate. The amount of each Backstop DIP Creditor's DIP Backstop Commitment is set forth in Annex A. The aggregate amount of DIP Backstop Commitments as of the Closing Date is $315,000,000.

"**DIP Creditors**" shall mean (a) the financial institutions and other entities that have become a party hereto as lenders of Loans or holders of Notes hereunder and (b) any financial institution or other entity that has become a party hereto pursuant to an Assignment and Assumption, other than, in each case, any such financial institution or other entity that has ceased to be a party hereto pursuant to an Assignment and Assumption. Unless specified otherwise herein, any reference to DIP Creditors shall not include any lenders who have only made Contingent Rolled-Up Loans or holders who only hold Contingent Rolled-Up Notes.

"**DIP Facility**" has the meaning assigned to such term in the recitals hereto.

"**DIP Facility Extension Option**" means the First DIP Facility Extension Option or the Final DIP Facility Extension Option, as applicable.

"**DIP Notes Creditor**" shall mean each member of the Ad Hoc Group and other parties to be determined following the syndication of the New Money Term Loans and Delayed Draw Term Loans that will hold an outstanding Note after giving effect to the Fronting DIP Creditor Assignments (including as set out in the Fronting Schedule) and simultaneous exchange and/or each DIP Creditor that holds an outstanding Note thereafter, and each of the foregoing person's successors and assigns (so long as any such assignment and exchange, as applicable, complies with Section 10.04); *provided* that any entity that holds only Contingent Rolled-Up Notes shall not be considered a DIP Notes Creditor.

"**DIP Notes Creditor Register**" shall have the meaning given to such term in Section 9.18.

"**DIP Roll-Up Early Settlement Deadline**" shall mean the "Early Settlement Deadline" as defined in the Notice and Subscription Form.

"**DIP Roll-Up Final Roll-Up Date**" shall mean the "Final Roll-Up Date" as defined in the Notice and Subscription Form.

"**DIP Roll-Up Initial Roll-Up Date**" shall mean the "Initial Roll-Up Date" as defined in the Notice and Subscription Form.

"**DIP Roll-Up Settlement Deadline**" shall mean the "Expiration Time" as defined in the Notice and Subscription Form.

"**DIP Term Loan Creditor Register**" shall have the meaning assigned to such term in Section 10.04(c).

"**DIP Term Loan Proceeds Account**" shall have the meaning assigned to such term in Section 5.23.

"**Disclosure Statement Order**" means any order, whether on a conditional or final basis, approving an Approved Disclosure Statement, which, for the avoidance of doubt, shall be in form and substance reasonably acceptable to the Required DIP Creditors and the Company.

"**Disqualified Capital Stock**" shall mean any Equity Interest which, by its terms (or by the terms of any security or any other Equity Interests into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, would (i) mature or be mandatorily redeemable (other than solely for Qualified Capital Stock) pursuant to a sinking fund obligation or otherwise, (ii) be redeemable at the option of the holder thereof (other than solely for Qualified Capital Stock), in whole or in part, (iii) provide for scheduled payments of dividends in cash or (iv) be or become convertible into or exchangeable for Indebtedness or any other Disqualified Capital Stock, in whole or in part.

"**Disqualified Institutions**" shall mean (a) those banks, financial institutions and other Persons separately identified by name in writing to the Administrative Agent and the Required DIP Creditors on or before the Closing Date, (b) any other Person specifically identified by name in writing to the Administrative Agent after the Closing Date to the extent such person is or becomes a competitor of the Company or the Company's subsidiaries (each such person, a "**Competitor**") and (c) any Subsidiary or Affiliate (other than any affiliate of a Competitor that is a Bona Fide Lending Affiliate) of a Disqualified Institution that is reasonably identifiable on the basis of such subsidiary's or affiliate's name as a Subsidiary or Affiliate of a Disqualified Institution, in each case; *provided* that the foregoing shall not apply retroactively to disqualify any DIP Creditors party hereto on the Closing Date or parties that have previously acquired an assignment or participation interest in the Loans and/or Notes to the extent such party was not a Disqualified Institution on the Closing Date or at the time of the applicable assignment or participation, as the case may be. The list of Disqualified Institutions and any updates thereto shall only be effective if delivered to the Administrative Agent pursuant to Section 10.01; *provided* that any update to the list of Disqualified Institutions shall not become effective until one Business Day following the Administrative Agent's receipt of such notice.

"**Dividend**" shall mean, with respect to any person, that such person has declared or paid a dividend or returned any equity capital to the holders of its Equity Interests or authorized or made any other distribution, payment or delivery of property (other than Qualified Capital Stock of such person) or cash to the holders of its Equity Interests as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Equity Interests outstanding (or any options or warrants issued by such person with respect to its Equity Interests), or set aside or otherwise reserved, directly or indirectly, any funds for any of the foregoing purposes.

"**Dollars**," "**dollars**" or "**$**" shall mean lawful money of the United States.

"**Domestic Credit Party**" shall mean a Credit Party that is organized under the laws of the United States, any state thereof or the District of Columbia.

"**Domestic Subsidiary**" shall mean any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia.

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

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

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

"**Eligible Assignee**" shall mean (i) any DIP Creditor, (ii) an Affiliate of any DIP Creditor, (iii) an Approved Fund, and (iv) any other person approved by the Company (each such consent not to be unreasonably withheld or delayed; it being understood that the Company prohibiting assignments to Disqualified Institutions is reasonable); *provided* that, (1) no approval of the Company (other than with respect to Disqualified Institutions) shall be required (A) in connection with any such assignment during the continuance of a Default or Event of Default or (B) in connection with the primary syndication, fronting or seasoning of the Term Loans and/or Notes to persons (or any Affiliate or Approved Fund thereof) which the Company has previously consented to in writing (including by email) (which for the avoidance of doubt shall include the Fronting DIP Creditor Assignments), (2) to the extent the consent of the Company is required for any assignment, such consent shall be deemed to have been given (except with respect to Disqualified Institutions) if the Company has not responded within five (5) Business Days of a written request for such consent, (3) no approval of the Company shall be required with respect to any assignment of Term Loans or Notes to another DIP Creditor, an Affiliate of any DIP Creditor or an Approved Fund, (4) any assignment to an Approved Fund shall not require any representation as to the possession of material non-public information by such Approved Fund and (5) notwithstanding anything to the contrary herein, "Eligible Assignee" shall not include at any time any Disqualified Institutions (unless consented to in writing by the Company in its sole discretion), any Defaulting DIP Creditor, any natural person or Holdings, the Company or any of their respective Affiliates.

"**Employee Benefit Plan**" shall mean each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) subject to ERISA, other than a Multiemployer Plan, that is maintained or contributed to by a Group Member or with respect to which a Group Member has any liability (including on account of an ERISA Affiliate).

"**Environment**" shall mean ambient air, surface water and groundwater (including potable water, navigable water and wetlands) and the land surface and subsurface.

"**Environmental Claim**" shall mean any claim, notice, demand, order, action, suit, proceeding, investigation, remediation, removal, cleanup, response, corrective action, penalties or other actions, liabilities or costs (including damages, natural resources damages, contribution, indemnification, cost recovery, compensation or injunctive relief) resulting from, related to or arising out of (i) the presence, Release or threatened Release of Hazardous Material, (ii) any violation or alleged violation of or liability under any Environmental Law, or (iii) any actual or alleged exposure of any Person to Hazardous Materials.

"**Environmental Law**" shall mean all applicable Requirements of Law relating to pollution or protection of the Environment, or to Hazardous Materials.

"**Environmental Permit**" shall mean any permit, license, approval, registration, consent or other authorization required by or from a Governmental Authority under Environmental Law.

"**Equity Interest**" shall mean, with respect to any person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such person, including warrants, options and other rights to purchase and including, if such person is a limited liability company, membership interests or if such person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such partnership, whether outstanding on the date hereof or issued after the Closing Date; *provided* that "Equity Interest" shall not include at any time (i) debt securities convertible or exchangeable into such equity or (ii) earn-outs.

"**Erie County IDA**" shall mean (a) that certain transaction between Unifrax I LLC and the Erie County Industrial Development Authority (the "**IDA**") pursuant to which all of Unifrax I LLC's property located on Fire Tower Drive in Tonawanda, Erie County, New York is (i) leased by Unifrax I LLC to the IDA pursuant to a lease agreement and (ii) subleased by the IDA to Unifrax I LLC pursuant to a sublease agreement; and in connection therewith, Unifrax I LLC and the IDA have entered into a payment in lieu of taxes agreement and other documents in connection therewith, pursuant to which Unifrax I LLC is entitled to certain sales tax exemptions and reductions in real property taxes, and (b) any other similar transactions entered into between Unifrax I LLC and the IDA covering other real property located in Erie County, New York, in connection with which Unifrax I LLC would be entitled to certain sales tax exemptions and reductions in real property taxes.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

"**ERISA Affiliate**" shall mean, with respect to any person, any trade or business (whether or not incorporated) that, together with such person, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 412 of the Code, Section 414(m) or (o) of the Code.

"**ERISA Event**" shall mean (a) any "reportable event," as defined in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Plan (other than the Chapter 11 Cases or any other event for which the 30-day notice period is waived by regulation); (b) with respect to a Plan, the failure to satisfy the minimum funding standard of Section 412 or 430 of the Code and Section 302 or 303 of ERISA, whether or not waived; (c) the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (d) the determination that any Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Code or Section 303 of ERISA); (e) the incurrence by any Group Member or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by any Group Member or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to the intention to terminate any Plan or Plans or Multiemployer Plan or Multiemployer Plans or to appoint a trustee to administer any Plan or Multiemployer Plan, or the occurrence of any event or condition which would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan; (g) the incurrence by any Group Member or its ERISA Affiliates of liability resulting from the complete or partial withdrawal from any Multiemployer Plan; (h) the receipt by any Group Member or any of its ERISA Affiliates of any notice, concerning a determination that a Multiemployer Plan is, or is reasonably expected to be, insolvent (within the meaning of Section 4245 of ERISA) or in "critical" or "endangered" status, under Section 432 of the Code or Section 305 of ERISA; (i) the withdrawal of any Group Member or its ERISA Affiliates from a Plan subject to Section 4063 of ERISA during a plan year

in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (j) the occurrence of a non-exempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) with respect to an Employee Benefit Plan which would reasonably be expected to result in liability to any Group Member; or (k) a Foreign Benefit Event.

"**Erroneous Payment**" has the meaning assigned to it in Section 9.15(a).

"**Erroneous Payment Deficiency Assignment**" has the meaning assigned to it in Section 9.15(d)(i).

"**Erroneous Payment Impacted Class**" has the meaning assigned to it in Section 9.15(d)(i).

"**Erroneous Payment Return Deficiency**" has the meaning assigned to it in Section 9.15(d)(i).

"**Erroneous Payment Subrogation Rights**" has the meaning assigned to it in Section 9.15(e).

"**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**" shall have the meaning assigned to such term in Section 8.01.

"**Excess Amount**" shall have the meaning assigned to such term in Section 2.10(g).

"**Excess Net Cash Proceeds**" shall have the meaning assigned to such term in Section 2.10(c)(i).

"**Excess Net Cash Threshold**" shall have the meaning assigned to such term in Section 2.10(c)(i).

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Excluded Equity Interests**" shall mean Equity Interests (a) in excess of 65% of the Voting Stock issued by any CFC or CFC Holding Company, in each case, (i) owned directly by a Credit Party and (ii) organized in a Specified Jurisdiction (but, for the avoidance of doubt, not including any Equity Interests that are not Voting Stock issued by any such CFC or CFC Holding Company), (b) in a joint venture which cannot be pledged without the consent of third parties, or the pledge of which is prohibited by the terms of, or would create a right of termination of one or more third parties under, any applicable Organizational Documents, joint venture agreement or shareholders' agreement (by any agreement binding on such Equity Interests at the time of acquisition thereof (or on the Closing Date, as applicable) and not entered into in contemplation thereof and unless such consent has been obtained, and except to the extent such prohibition, restriction or required consent is ineffective under the applicable UCC, the PPSA, the Bankruptcy Code, the Orders or any other applicable law or principles of equity (and other than the Proceeds thereof, with respect to which the collateral assignment in favor of the Secured Parties is expressly deemed effective under the applicable UCC (or equivalent in any applicable jurisdiction) notwithstanding such prohibition, restriction or required consent)), (c) in Persons other than Wholly Owned Restricted Subsidiaries to the extent prohibited by the Organizational Documents of such entity or requiring third party consents (other than any Affiliate of Holdings (excluding, for the avoidance of doubt, any Person that

constitutes an Affiliate solely by virtue of holding Equity Interests in such non-wholly owned Subsidiary)) and, in each case, except to the extent such prohibition or required consent is ineffective under the applicable UCC, the PPSA, the Bankruptcy Code, the Orders or any other applicable law or principles of equity, (d) [reserved], (e) [reserved], (f) with respect to which a pledge therein is prohibited or restricted by applicable law (including any requirement to obtain the consent of any governmental authority (unless such consent has been obtained) or third party (by any agreement binding on such Equity Interests at the time of acquisition thereof (or on the Closing Date, as applicable) and not entered into in contemplation thereof and unless such consent has been obtained and except to the extent such prohibition, restriction or required consent is ineffective under the applicable UCC, the PPSA, the Bankruptcy Code, the Orders or any other applicable law or principles of equity (and other than the Proceeds thereof, with respect to which the collateral assignment in favor of the Secured Parties is expressly deemed effective under the applicable UCC notwithstanding such prohibition, restriction or required consent)) or impossible or impracticable (as mutually and reasonably determined by the Required DIP Creditors and the Company) to obtain under applicable law and (g) any asset with respect to which a pledge thereof would result in materially adverse Tax consequences or materially adverse regulatory consequences to Holdings or its Restricted Subsidiaries and/or direct/indirect equity holders, as reasonably determined by the Company and Required DIP Creditors; *provided* that, in each case set forth above, such equity will immediately cease to constitute Excluded Equity Interests when the relevant property ceases to meet this definition and, with respect to any such equity, a security interest under any applicable Security Document shall attach immediately and automatically without further action; *provided*, *further*, that (x) in no event will any Equity Interests of the Company, any debtor under the Bankruptcy Code, any Credit Party or any Equity Interests held by any of the foregoing in Luyang Energy-Savings Materials Co., Ltd. be Excluded Equity Interests and (y) notwithstanding any of the foregoing, no Equity Interests that are pledged to secure (or are required to be pledged to secure) any of the Prepetition Secured Indebtedness shall constitute or be treated as Excluded Equity Interests under this Agreement or any other Loan Document.

"**Excluded Foreign Subsidiary**" means any direct or indirect Foreign Subsidiary of the Company that is organized outside of a Covered Jurisdiction; provided that no Foreign Credit Party shall be an Excluded Foreign Subsidiary.

"**Excluded Property**" means (A) any lease, license or other agreement or any property subject to a purchase money security interest, Capital Lease or similar agreement, in each case, to the extent permitted to be incurred hereunder to the extent and for so long as the grant of a security interest therein would violate or invalidate such lease, license or agreement, purchase money security interest, Capital Lease or a similar arrangement or create a right of termination in favor of any other Person thereto (other than the Company or a Guarantor or their Affiliates) after giving effect to the Bankruptcy Code (including, without limitation, the automatic stay thereunder), the Orders, the UCC, the PPSA or similar other applicable law or principles of equity, other than Proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition; (B) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby (only for so long as such prohibition or restriction exists and except to the extent such prohibition or restriction is ineffective under the Bankruptcy Code, the Orders, the UCC, the PPSA or other applicable law or principles of equity); (C) any lease, license, contract, property rights or agreement to which any Credit Party is a party or any of its rights, properties or interests thereunder (other than Proceeds and receivables thereof) if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, voiding or unenforceability of any right, title or interest of any Credit Party or any of its Affiliates therein or (ii) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, property rights or agreement (in the case of clause (i) and (ii), other than to the extent that any such abandonment, invalidation, voiding, unenforceability or termination would be rendered ineffective under the Bankruptcy Code, the Orders, the UCC, the PPSA or other applicable law or principles

of equity); (D) any interests or property of a Credit Party to the extent and for so long as the grant of a security interest or Lien in such Credit Party's right, title or interest therein would result in materially adverse accounting or regulatory consequences, as agreed in writing (including via e-mail) by the Company and the Required DIP Creditors; (E) any assets or property of a Credit Party to the extent and for so long as the grant of a security interest or Lien in such Credit Party's right, title or interest therein is prohibited or restricted by applicable Requirements of Law (only so long as such prohibition or restriction exists) (including, without limitation, any requirement to obtain the consent or approval of any governmental authority or third Person other than a Credit Party or any of their respective subsidiaries, in each case only for so long as such Requirement of Law or consent requirement exists and to the extent such consent has not been obtained after use of commercially reasonable efforts to acquire the same), or by any contract binding on such assets or property at the time of its acquisition (or on the Closing Date) and not entered into in contemplation thereof (or in contemplation of the Transactions, as applicable) (only so long as such restriction exists); *provided* that the foregoing exclusions in this clause (E) shall in no way be construed to apply (x) to the extent that the prohibition is unenforceable or ineffective under the Bankruptcy Code, the Orders, the UCC, the PPSA (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity nor (y) to any Proceeds of such property under this clause (E); (F) any assets to the extent a security interest in or Lien on such assets would result in materially adverse Tax consequences or materially adverse regulatory consequences to Holdings or its Restricted Subsidiaries and/or direct/indirect equity holders, as agreed in writing by the Company and the Required DIP Creditors; (G) any Excluded Equity Interests; and (H) any intent-to-use trademark application (but only until the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or registration issuing therefrom; or, in addition to the foregoing clauses (A) through (H), any property otherwise treated as "Excluded Property" in accordance with the Orders or any other applicable Security Document; *provided* that in each case set forth above, such assets will immediately cease to constitute Excluded Property when the relevant property ceases to meet this definition and, with respect to any such property, a security interest hereunder shall attach immediately and automatically without further action *provided*, *further*, that notwithstanding anything to the contrary set forth herein, "Excluded Property" shall not include any Proceeds, receivables, products, substitutions or replacements of Excluded Property, unless such Proceeds, receivables, products, substitutions or replacements would otherwise constitute Excluded Property; *provided*, *further*, that, notwithstanding any of the foregoing, no assets or other property that secures (or is required to secure) any of the Prepetition Secured Indebtedness shall constitute or be treated as Excluded Property under this Agreement or any other Loan Document.

"**Excluded Subsidiary**" shall mean (a) any Restricted Subsidiary that is not a Wholly Owned Subsidiary on the Closing Date , (b) any Excluded Foreign Subsidiary, (c) [reserved], (d) Luyang Group, (e) [reserved], (f) any Excluded U.S. Subsidiary, (g) [reserved], (h) [reserved], (i) [reserved], (j) any Subsidiary to the extent a Guarantee or other guarantee of the Obligations is prohibited or restricted by any contractual obligation as in existence on the Closing Date or at the time such Person becomes a Subsidiary (other than any contractual obligation that is solely between Subsidiaries or between Subsidiaries and their Affiliates) (in each case, not entered into in contemplation hereof and for so long as such prohibition or restriction remains in effect) or by applicable Requirements of Law (including any requirement to obtain Governmental Authority or third party consent, license or authorization to the extent such consent, license or authorization has not been received after use of commercially reasonable efforts to acquire the same), (k) [reserved], (l) any Subsidiary to the extent the Required DIP Creditors and the Company mutually and reasonably determine the cost, consequence and/or burden of obtaining a Guarantee outweigh the benefit thereof to the DIP Creditors and (m) any Subsidiary to the extent the Required DIP Creditors and the Company mutually determine that a Guarantee by such Subsidiary would reasonably be expected to result in materially adverse Tax consequences or materially adverse regulatory consequences to Holdings or any of its Restricted Subsidiaries or to any direct or indirect parent of Holdings on account of its direct or

indirect ownership of Holdings and its Restricted Subsidiaries; *provided* that (x) neither the Company nor any Credit Party shall be an Excluded Subsidiary and (y) notwithstanding any of the foregoing, no Subsidiary that guarantees (or is required to guarantee) any of the Prepetition Secured Indebtedness shall constitute or be treated as an Excluded Subsidiary under this Agreement or any other Loan Document or for purposes of the Secured Obligations.

"**Excluded Taxes**" shall mean, with respect to any Recipient, any of the following Taxes imposed on or with respect to any payment to be made by or on account of any obligation of any Credit Party under any Loan Document to such Recipient: (a) Taxes imposed on or measured by such Recipient's overall net income (however denominated), franchise Taxes imposed on it (in lieu of net income Taxes) and branch profits Taxes imposed on it, in each case, (i) by any jurisdiction (or any political subdivision thereof) as a result of the Recipient being organized or having its principal office or, in the case of any DIP Creditor, its applicable lending office, in such jurisdiction or (ii) as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Note or Loan Document), (b) in the case of a DIP Creditor, any U.S. federal withholding Tax to the extent imposed on amounts payable to or for the account of such DIP Creditor under a law, rule, regulation or treaty in effect at the time such DIP Creditor becomes a party hereto (or designates a new lending office), except, in each case, (x) to the extent that such DIP Creditor (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts or indemnity payments with respect to such withholding Tax pursuant to Section 2.15, or (y) if such DIP Creditor is an assignee pursuant to a request by the Company under Section 2.16, (c) any Tax that is attributable to such Recipient's failure to comply with Section 2.15(e) and (d) any withholding Tax imposed under FATCA.

"**Excluded U.S. Subsidiary**" shall mean (a) any direct or indirect Domestic Subsidiary of any Excluded Foreign Subsidiary or (b) any direct or indirect Domestic Subsidiary that is a CFC Holding Company.

"**Existing Lien**" shall have the meaning assigned to such term in Section 6.02(c).

"**Exit Facility**" has the same meaning as "Exit Facility" as set forth in the Chapter 11 Plan.

"**Exit Facility Credit Agreement**" has the same meaning as "Exit Facility Credit Agreement" as set forth in the Chapter 11 Plan, which shall be substantially on the terms set forth in the Exit Term Sheet, and otherwise in form and substance acceptable to the Company and the Required DIP Creditors.

"**Exit Term Sheet**" means the term sheet attached as Exhibit C to the RSA.

"**Extraordinary Receipts**" shall mean an amount equal to (a) any cash payments or proceeds (including permitted Investments) received (directly or indirectly) by or on behalf of Holdings or any of its Restricted Subsidiaries not in the ordinary course of business (and other than consisting of Net Cash Proceeds or in connection with any issuance or sale of Equity Interests by Holdings or any Debt Issuance by Holdings) in respect of (i) any U.S. federal, state, local or non-U.S. tax refund (excluding for the avoidance of doubt, any tariff refund or ordinary course value added tax refund) that is actually received in cash by Holdings or any of its Restricted Subsidiaries not in the ordinary course of business; *provided*, that in no event shall a Credit Party's receipt of a tax refund in the form of a credit in lieu of a cash refund constitute an Extraordinary Receipt, (ii) Plan reversions (other than reversions that are applied as contributions to 401(k) plans of the Company or any of its Restricted Subsidiaries) and (iii) judgments,

proceeds of settlements or other consideration of any kind in connection with any cause of action (other than receipts from settlements with customers), *minus* (b) any selling and settlement costs and out-of-pocket expenses (including reasonable broker's fees or commissions and legal fees) and any taxes paid or reasonably estimated to be payable by or attributable to the income of Holdings or any of its Restricted Subsidiaries (after taking into account any tax credits or deductions actually realized by or attributable to the income of Holdings or any of its Restricted Subsidiaries with respect to the transactions described in clause (a) of this definition) in connection with the transactions described in clause (a) of this definition.

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version thereof to the extent such version is substantively comparable and not materially more onerous to comply with), any current or future regulations or other official governmental 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 Rate**" shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary to the next 1/100th of 1.00%) of the quotations for the day for such transactions received from three federal funds brokers of recognized standing selected by the Required DIP Creditors (and notified to the Administrative Agent); *provided* that, if the Federal Funds Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

"**Fees**" shall mean the fees set forth in Section 2.05.

"**Final DIP Order**" means a final order of the Bankruptcy Court in form and substance satisfactory to the Debtors, Agents (solely with respect to its own rights, obligations, liabilities and treatment) and the Required DIP Creditors, in substantially the form of the Interim DIP Order, with only such modifications thereto as are reasonably necessary to convert the Interim DIP Order to a final order and such other modifications as are satisfactory to the Debtors, Agents (solely with respect to its own rights, obligations, liabilities and treatment) and the Required DIP Creditors.

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

"**Final DIP Facility Extension Option**" has the meaning assigned to such term in Section 2.21.

"**Final Roll-Up Date**" shall mean, with respect to each Fronted DIP Creditor, as applicable, the later of (i) the Final DIP Order Entry Date and (ii)(a) if such Fronted DIP Creditor or, if applicable, the Fronting DIP Creditor has complied with its obligations set forth in the Notice and Subscription Form to tender its Prepetition First Lien Loans and Prepetition First Lien Notes for exchange in connection with the Roll-Up, as applicable, prior to the DIP Roll-Up Early Settlement Deadline, the DIP Roll-Up Initial Roll-Up Date or (b) if such Fronted DIP Creditor or, if applicable, the Fronting DIP Creditor has complied with its obligations set forth in the Notice and Subscription Form to tender its Prepetition First Lien Loans and Prepetition First Lien Notes for exchange in connection with the Roll-Up, as applicable, after the DIP Roll-Up Early Settlement Deadline but prior to the DIP Roll-Up Settlement Deadline, the DIP Roll-Up Final Roll-Up Date.

"**Final Master Assignment Agreement**" means that certain Master Assignment and Assumption Agreement by among the Fronting DIP Creditor, the Fronted DIP Creditors and the Administrative Agent, pursuant to which the Fronting Assignments of the Delayed Draw Term Loans and Delayed Draw Notes shall be effectuated.

"**Financial Officer**" of any person shall mean the chief financial officer, chief executive officer, vice president of finance, treasurer, assistant treasurer, controller, or, in each case, anyone acting in such capacity or any similar capacity.

"**Financial Statements**" shall mean, the unaudited consolidated balance sheet as of March 31, 2026 and the related unaudited statements of income and cash flows of Holdings and its Subsidiaries for the fiscal quarter then ended.

"**First Day Orders**" means the orders entered by the Bankruptcy Court in respect of first day motions and applications in respect of the Chapter 11 Cases, which shall be reasonably satisfactory in form and substance to the Debtors and the Required DIP Creditors.

"**First DIP Facility Extension Option**" has the meaning assigned to such term in Section 2.21.

"**First Lien Pari Passu Intercreditor Agreement**" shall mean the First Lien Pari Passu Intercreditor Agreement dated 30 September 2024 entered into by and among, inter alia, JPMorgan Chase Bank N.A. as the Initial First Lien Credit Agreement Representative, Wilmington Savings Fund Society, FSB as the Initial First Lien Collateral Agent, Wilmington Trust, National Association as the Initial Other Representative and acknowledged and agreed to by ASP Unifrax Holdings, Inc. as Borrower, as amended, restated, supplemented or otherwise modified from time to time.

"**First Lien/Second Lien/Third Lien Intercreditor Agreement**" shall mean the First Lien/Second Lien/Third Lien Intercreditor Agreement dated 30 September 2024 entered into by and among, inter alia, Ulysses Parent, Inc as Holdings, ASP Unifrax Holdings, Inc. as Borrower, JPMorgan Chase Bank N.A. as the Initial First Lien Credit Agreement Administrative Agent, Wilmington Savings Fund Society, FSB as the Initial Senior Priority Representative, Wilmington Trust, National Association as the Initial First Lien Indenture Trustee, Wilmington Trust, National Association as the Initial Second Priority Representative and Wilmington Trust, National Association as the Initial Third Priority Representative, as amended, restated, supplemented or otherwise modified from time to time.

"**Flood Hazard Property**" means any Material Real Property subject to a Mortgage having a "Structure" (as defined in the Flood Insurance Laws) thereon that is located in an area designated by the Federal Emergency Management Agency as a special flood hazard area.

"**Flood Insurance Laws**" shall mean, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor or supplemental statutes, rules and regulations thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor or supplemental statutes, rules and regulations thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor or supplemental statutes, rules and regulations thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor or supplemental statutes, rules and regulations thereto, and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor or supplemental statutes, rules and regulations thereto.

"**Floor**" means a rate of interest equal to 1.00%.

"**Foreign Benefit Event**" shall mean, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, (d) the incurrence of any liability by any Group Member under applicable law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction that is prohibited under any applicable law and that could reasonably be expected to result in the incurrence of any liability by any Group Member, or the imposition on any Group Member of any fine, excise tax or penalty resulting from any noncompliance with any applicable law.

"**Foreign Credit Party**" shall mean a Credit Party organized or formed in a Covered Jurisdiction.

"**Foreign DIP Collateral**" means all Collateral now owned or hereafter acquired by any Foreign Credit Party in or upon which a Lien is granted under the Orders or any Foreign Security Documents.

"**Foreign DIP Creditor**" shall mean any Recipient that is not a "United States person" as defined in Section 7701(a)(30) of the Code.

"**Foreign Pension Plan**" shall mean any defined benefit pension plan maintained or contributed to by any Group Member with respect to employees employed outside the United States other than a Canadian Pension Plan or a Canadian MEPP.

"**Foreign Plan**" shall mean any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by any Group Member with respect to employees employed outside the United States, other than a Canadian Pension Plan or a Canadian MEPP.

"**Foreign Security Documents**" means (i) the Hong Kong Security Documents, (ii) UK Security Documents, (iii) German Security Documents, (iv) Canadian Security Documents, (v) Luxembourg Security Documents or (vi) any other Security Document which is not governed by the laws of the United States in each case, entered into after the Closing Date.

"**Foreign Subsidiary**" shall mean a Subsidiary that is organized under the laws of a jurisdiction other than the United States, any state thereof or the District of Columbia.

"**Fronted DIP Creditor**" means the certain financial institutions and entities that shall be DIP Creditors hereunder upon receiving assignments of New Money Term Loans and Delayed Draw Term Loans and/or assignments and exchanges of New Money Notes and Delayed Draw Notes from the Fronting DIP Creditor pursuant to the Fronting Arrangement and as set forth on the Fronting Schedule.

"**Fronting Arrangement**" means (a) the assignments of the Initial Term Loans and Delayed Draw Term Loans by the Fronting DIP Creditor to certain members of the Ad Hoc Group and other parties to be determined following the syndication of the New Money Term Loans and Delayed Draw Term Loans as set forth herein in accordance with the Fronting Schedule and (b) the assignment of Initial Term Loans and/or Delayed Draw Term Loans by the Fronting DIP Creditor, and simultaneous exchange of such Initial Term Loans and/or Delayed Draw Term Loans, to the applicable DIP Notes Creditors as set

forth in Section 2.01(d) and Section 2.01(e), respectively, and in accordance with the Fronting Schedule, in each case of clause (a) and (b), pursuant to terms and conditions customary for fronting arrangements and set forth in the Notice and Subscription Form and otherwise agreed between the Fronting DIP Creditor and each other applicable party.

"**Fronting DIP Creditor**" means Barclays Bank PLC.

"**Fronting DIP Creditor Assignments**" shall have the meaning assigned to such term in Section 10.04(b)(v).

"**Fronting Schedule**" means the Schedule prepared by the Specified Ad Hoc Group Advisors and set forth on Annex A (as such Annex A shall be updated from time to time by the Specified Ad Hoc Group Advisors) under the caption "Fronting DIP Creditor Assignments" reflecting the assignments of Initial Term Loans and Delayed Draw Term Loans by the Fronting DIP Creditor to certain members of the Ad Hoc Group and other parties to be determined following the syndication of the New Money Term Loans, New Money Notes, Delayed Draw Term Loans and Delayed Draw Notes in accordance with the Fronting Arrangement.

"**Fund**" shall mean any person that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"**GAAP**" shall mean generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, applied on a consistent basis.

"**German Credit Parties**" means each Subsidiary organized or existing under the laws of Germany that is or becomes a Guarantor; *provided* that no Excluded Subsidiary shall be required to be a German Credit Party.

"**German Security Documents**" means the Security Documents governed by the laws of Germany.

"**Governmental Authority**" shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state, provincial, local or otherwise, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Group Members**" shall mean Holdings, the Company and their respective Restricted Subsidiaries and "**Group Member**" shall mean any one of them.

"**Guarantee Limitations**" means any guarantee limitations set out in any Loan Document, as may be supplemented from time to time in accordance with the terms thereof.

"**Guaranteed Obligations**" shall have the meaning assigned to such term in Section 7.01.

"**Guarantees**" shall mean the guarantees issued pursuant to Article VII by Holdings and the Subsidiary Guarantors.

"**Guarantors**" shall mean, collectively, each Debtor Guarantor and Non-Debtor Guarantor.

"**Hazardous Materials**" shall mean the following: toxic or hazardous substances; hazardous wastes; polychlorinated biphenyls ("**PCBs**"); friable asbestos or friable asbestos-containing materials; radon or any other radioactive materials including any source, special nuclear or by-product material; petroleum, crude oil or any fraction thereof; and any other pollutant or contaminant subject to regulation under any Environmental Laws due to their dangerous or deleterious properties or characteristics, or which can give rise to liability under any Environmental Laws due to their dangerous or deleterious properties or characteristics.

"**Hedging Agreement**" shall mean any swap, cap, collar, forward purchase or similar agreement or arrangement dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific contingencies.

"**Hedging Obligations**" shall mean obligations under or with respect to Hedging Agreements.

"**Holdings**" shall have the meaning assigned to such term in the preamble hereof.

"**Hong Kong"** means The Hong Kong Special Administrative Region of the People's Republic of China.

"**Hong Kong Credit Parties**" means each Subsidiary incorporated under the laws of Hong Kong that is or becomes a Guarantor; *provided*, that no Excluded Subsidiary shall be required to be a Hong Kong Credit Party.

"**Hong Kong Security Documents**" means the Security Documents governed by the laws of Hong Kong.

"**IDA**" shall have the meaning assigned to such term in the definition of "Erie County IDA".

"**Indebtedness**" of any person shall mean, without duplication, (a) all obligations of such person for borrowed money or advances; (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments; (c) all obligations of such person under conditional sale or other title retention agreements relating to property purchased by such person; (d) all obligations of such person issued or assumed as the deferred purchase price of property or services; (e) all Indebtedness of others (excluding prepaid interest thereon) secured by any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, but limited to the lower of (x) fair market value of such property as determined by such person in good faith and (y) the amount of Indebtedness secured by such Lien; (f) all Capital Lease Obligations, Purchase Money Obligations and synthetic lease obligations of such person to the extent classified as indebtedness under GAAP (for the avoidance of doubt, lease payments under any operating leases (other than lease payments under Capital Leases recorded as capitalized leases in accordance with GAAP as in effect on December 31, 2018) shall not constitute Indebtedness); (g) all Hedging Obligations to the extent required to be reflected on the balance sheet of such person on a marked to market net value basis (or if any actual amount is due as a result of the termination or close out of such Hedging Agreement, such actual amount); (h) all Attributable Indebtedness of such person; (i) all obligations of such person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions; (j) all preferred stock and Disqualified Capital Stock, (k) obligations under or in respect of receivables facilities and any warehouse,

securitization or similar facility, regardless of whether such facility constitutes indebtedness or a liability on a balance sheet prepared in accordance with GAAP and (l) all Contingent Obligations of such person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (k) above. The Indebtedness of any person shall include the Indebtedness of any other entity (including any partnership in which such person is a general partner) to the extent such person is liable therefor as a result of such person's ownership interest in or other relationship with such entity, except (other than in the case of general partner liability) to the extent that terms of such Indebtedness expressly provide that such person is not liable therefor. Notwithstanding the foregoing or anything else herein to the contrary, Indebtedness shall not include: (a) trade accounts payable, (b) deferred obligations owing to any Affiliate, including under any management services agreement, (c) accrued obligations incurred in the ordinary course of business, including current tax accruals, (d) purchase price adjustments, holdbacks and earn-out obligations (until such obligations or adjustments become a liability on the balance sheet of such Person in accordance with GAAP and solely if not paid after becoming past due and payable), (e) royalty payments made in the ordinary course of business in respect of licenses (to the extent such licenses are not prohibited hereby), (f) any accruals for payroll and other non-interest bearing liabilities accrued in the ordinary course of business, (g) deferred rent obligations, taxes and compensation, (h) [reserved], (i) customary payables with respect to money orders or wire transfers, (j) customary obligations under employment arrangements, (k) operating leases (including for the avoidance of doubt any lease, concession or license treated as an operating lease under GAAP), (l) pension-related or post-employment liabilities, (m) intra-day exposures, (n) hedging obligations except to the extent included in clause (g) above, (o) amounts owed to dissenting stockholders in connection with, or as a result of, their exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto (including any accrued interest), with respect to any permitted Investments to the extent paid when due (unless being properly contested), (p) obligations in respect of any license, permit or other approval arising in the ordinary course of business and (q) intercompany liabilities that would be eliminated on the consolidated balance sheet of the Group Members that are not paid in cash.

"**Indemnified Taxes**" shall mean (a) all Taxes imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Loan Document other than Excluded Taxes and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Indemnitee**" shall have the meaning assigned to such term in Section 10.03(b).

"**Information**" shall have the meaning assigned to such term in Section 10.12.

"**Information Agent**" means Kroll Restructuring Administration LLC.

"**Initial Budget**" means the initial budget for the 13-week period commencing on or about the Petition Date, a copy of which is attached as Exhibit G.

"**Initial Master Assignment Agreement**" means that certain Master Assignment and Assumption Agreement by among the Fronting DIP Creditor, the Fronted DIP Creditors and the Administrative Agent, pursuant to which the Fronting Assignments of the Initial Term Loans and Initial Notes shall be effectuated.

"**Initial Note Commitment**" means, as to each DIP Creditor, its obligation to purchase Initial Notes hereunder on the Closing Date expressed as an amount representing the maximum principal amount of the Initial Notes to be purchased by such DIP Creditor under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such DIP Creditor pursuant to an Assignment and Assumption. The initial amount of each DIP Creditor's Initial Note Commitment is set forth on Annex A

under the caption "Initial Note Commitment". The aggregate amount of the Initial Note Commitments on the Closing Date, together with the Initial Term Loan Commitments, is $265,000,000.

"**Initial Notes**" shall have the meaning set forth in Section 2.01(d); *provided* that any Delayed Draw Notes shall be treated as Initial Notes once purchased (except as otherwise provided herein).

"**Initial Term Loan Commitment**" means, as to each DIP Creditor, its obligation to make Initial Term Loans hereunder on the Closing Date expressed as an amount representing the maximum principal amount of the Initial Term Loans to be made by such DIP Creditor under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such DIP Creditor pursuant to an Assignment and Assumption. The initial amount of each DIP Creditor's Initial Term Loan Commitment is set forth on Annex A under the caption "Initial Term Loan Commitment". The aggregate amount of the Initial Term Loan Commitments on the Closing Date, together with the Initial Note Commitments, is $265,000,000.

"**Initial Term Loans**" shall have the meaning set forth in Section 2.01(a); *provided* that any Delayed Draw Term Loans shall be treated as Initial Term Loans once funded (except as otherwise provided herein).

"**Intellectual Property**" shall have the meaning assigned to such term in the Security Agreement.

"**Intended Tax Treatment**" shall have the meaning assigned to such term in Section 6.03 2.01.

"**Intercompany Note**" shall mean an intercompany note substantially in the form of Exhibit J.

"**Interest Election Request**" shall mean a request by the Company to convert or continue a Borrowing in accordance with Section 2.08(b), substantially in the form of Exhibit E or such other form (including any form on an electronic platform or electronic transmission system) as may be approved by the Administrative Agent, appropriately completed and signed by a Responsible Officer of the Company.

"**Interest Payment Date**" shall mean (a) with respect to any ABR Loan or ABR Note, the last Business Day of each March, June, September and December to occur during any period in which such Loan or Note is outstanding, (b) with respect to any Term SOFR Loan or Term SOFR Note, the last day of the Interest Period applicable to the Borrowing of which such Loan or Note is a part and, in the case of a Term SOFR Loan or Term SOFR Note with an Interest Period of more than three (3) months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three (3) months' duration after the first day of such Interest Period, and (c) with respect to any Term Loan or Note, the Maturity Date.

"**Interest Period**" shall mean, with respect to any Term SOFR Loan or Term SOFR Note, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Company may elect; *provided* that (a) 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, (b) 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 and (c) no Interest Period shall extend beyond the Maturity Date. 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 DIP Order**" means an interim order of the Bankruptcy Court that is in form and substance satisfactory to the Credit Parties, Agents (solely with respect to its own rights, obligations, liabilities and treatment) and the Required DIP Creditors (and as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Required DIP Creditors (with an email from counsel being sufficient)), in substantially the form set forth as Exhibit K, with changes to such form as are acceptable to the Debtors, the Agents (solely with respect to its own rights, obligations, liabilities and treatment) and the Required DIP Creditors.

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

"**Interim Roll-Up Date**" shall mean, with respect to each Fronted DIP Creditor, as applicable, the later of (i) the Interim DIP Order Entry Date and (ii)(a) if such Fronted DIP Creditor or, if applicable, the Fronting DIP Creditor has complied with its obligations set forth in the Notice and Subscription Form to tender its Prepetition First Lien Loans and Prepetition First Lien Notes for exchange in connection with the Roll-Up, as applicable, prior to the DIP Roll-Up Early Settlement Deadline, the DIP Roll-Up Initial Roll-Up Date or (b) if such Fronted DIP Creditor or, if applicable, the Fronting DIP Creditor has complied with its obligations set forth in the Notice and Subscription Form to tender its Prepetition First Lien Loans and Prepetition First Lien Notes for exchange in connection with the Roll-Up, as applicable, after the DIP Roll-Up Early Settlement Deadline but prior to the DIP Roll-Up Settlement Deadline, the DIP Roll-Up Final Roll-Up Date.

"**Investments**" shall have the meaning assigned to such term in Section 6.03.

"**IRS**" shall mean the U.S. Internal Revenue Service.

"**Joinder Agreement**" shall mean a joinder agreement substantially in the form of Exhibit F, with such amendments as may be reasonably and mutually agreed between the Administrative Agent and the Company.

"**Judgment Currency**" shall have the meaning assigned to such term in Section 10.21.

"**Leases**" shall mean any and all leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, access agreements and any other agreements (including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof), whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of any Real Property.

"**Legal Reservations**" means:

(a) the principle that certain remedies (including equitable remedies and remedies that are analogous to equitable remedies in the applicable jurisdiction) may be granted or refused at the discretion of the court, the principles of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration, examinership and other laws generally affecting the rights of creditors and secured creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under applicable limitation laws (including the Limitation Acts) and defences of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void and defences of set-off, counterclaim or acquiescence and similar principles or limitations under the laws of any applicable jurisdiction;

(c) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge;

(d) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(f) the principle that the creation or purported creation of security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests have purportedly been created;

(g) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason;

(h) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Administrative Agent or other similar provisions;

(i) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies;

(j) similar principles, rights and defences under the laws of any relevant jurisdiction;

(k) the principles of private and procedural laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment;

(l) the principle that in certain circumstances pre-existing security interests purporting to secure an incremental facility, further advances or any refinancing indebtedness may be void, ineffective, invalid or unenforceable;

(m) the principle that certain remedies in relation to regulated affiliates may require further approval from governmental or regulatory bodies or pursuant to agreements with such bodies; and

(n) any other matters which are set out as qualifications or reservations (however described) as to matters of law in the legal opinions delivered under or in connection with the Loan Documents.

"**Lien**" shall mean, with respect to any property, (a) any mortgage, deed of trust, lien, license, pledge, encumbrance, claim, charge, assignment for security, hypothecation, security interest or encumbrance of any kind or any arrangement to provide priority or preference, including any easement, right-of-way or other encumbrance on title to owned Real Property, in each of the foregoing cases whether voluntary or imposed by law; (b) the interest of a vendor or a lessor under any conditional sale agreement,

Capital Lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such property; *provided* that in no event shall an operating lease be deemed to be a Lien; and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"**Liquidity**" means at any time, an amount equal to the Unrestricted Cash of Holdings and its Restricted Subsidiaries on a consolidated basis.

"**Liquidity Test Date**" means not later than 5:30 p.m. (New York time) on the last Friday of each month (or, to the extent that such day is not a Business Day, the next Business Day thereafter), commencing with [July 31, 2026].[1]

"**Loan Documents**" shall mean this Agreement, any amendments hereto, the Orders, the Notes (if any), the Security Documents, the Agent Fee Letter, the Intercompany Note and intercreditor agreements and subordination agreements entered into pursuant to the terms hereof that any Credit Party is party to and any other document designated as such by the Company and the Required DIP Creditors, in each case as amended, amended and restated, restated, supplemented and/or modified from time to time.

"**Loans**" shall mean, as the context may require, New Money Term Loans, an Initial Term Loan, Delayed Draw Term Loan or Rolled-Up Term Loan.

"**Luxco I**" shall mean Unifrax Luxembourg I S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4A, Rue Henri M. Schnadt, L-2530 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B127109.

"**Luxco II**" shall mean Unifrax Luxembourg II S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4A, Rue Henri M. Schnadt, L-2530 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B124276.

"**Luxembourg**" means the Grand Duchy of Luxembourg.

"**Luxembourg Credit Parties**" means each Subsidiary organized or existing under the laws of Luxembourg that is or becomes a Guarantor; *provided*, that no Excluded Subsidiary shall be required to be a Luxembourg Credit Party.

"**Luxembourg Security Documents**" means the Security Documents governed by the laws of the Grand Duchy of Luxembourg.

"**Luyang Group**" shall mean Luyang Energy-Savings Materials Co., Ltd. and its direct and indirect subsidiaries.

[1] NTD: To be the end of the first month ending after the Petition Date.

"**Management Equityholders**" shall mean any of (i) any current or former director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent company thereof who, on the Closing Date, is an equityholder in Holdings or any direct or indirect parent thereof, (ii) any trust, partnership, limited liability company, corporate body or other entity established by any such current or former director, officer, employee, or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent thereof or any Person described in the succeeding clauses (iii) and (iv), as applicable, to hold an investment in Holdings or any direct or indirect parent thereof in connection with such Person's estate or tax planning, (iii) any spouse, former spouse, parents or grandparents or any descendant (including adopted children and step-children) or spouse or former spouse of the foregoing, of any such current or former director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent thereof, who is transferred Equity Interests of Holdings or any direct or indirect parent thereof by any such director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent thereof (or by any vehicle described in clause (ii) above), in connection with such Person's estate or tax planning, and (iv) any Person who acquires an investment in Holdings or any direct or indirect parent thereof by will or by the laws of intestate succession as a result of the death of any such current or former director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent thereof or of any person described in clause (iii) immediately above.

"**Margin Stock**" shall have the meaning assigned to such term in Regulation U.

"**Material Adverse Effect**" shall mean a material adverse effect on (a) the business, assets, results of operations, business, performance, contingent liabilities, material agreements, prospects, properties or financial condition of Holdings and its Restricted Subsidiaries, taken as a whole, (b) the rights and remedies of the Administrative Agent, the Collateral Agent or the DIP Creditors under the Loan Documents (taken as a whole) (other than to the extent a result of the action or inaction of the Administrative Agent, the Collateral Agent, the DIP Creditors or their respective affiliates, officers, employees, agents, attorneys or representatives) or (c) the ability of the Credit Parties, taken as a whole, to perform their payment obligations under the Loan Documents; *provided* that Material Adverse Effect shall expressly exclude the effect of (A) the filing of the Chapter 11 Cases, the events and conditions resulting from or leading up thereto and/or typically resulting from the filing of cases under chapter 11 of the Bankruptcy Code, (B) any action required to be taken under the Loan Documents or the Orders and (C) any matters (including, for the avoidance of doubt, any litigation) disclosed in the Schedules hereto, publicly disclosed prior to the filing of the Chapter 11 Cases, and/or publicly disclosed in any first day pleadings or declarations filed in the Chapter 11 Cases.

"**Material Indebtedness**" means Indebtedness of Holdings or any of its subsidiaries in an aggregate amount in excess of $1,000,000; *provided* that any Indebtedness of the Luyang Group shall be excluded from such calculation.

"**Material Intellectual Property**" shall have the meaning assigned to such term in Section 6.14.

"**Material Real Property**" means any Real Property or Premises owned by any Credit Party that has a fair market value (as reasonably determined by the Company) equal to or in excess of $250,000 determined (a) in the case of any such Real Property owned by any Credit Party on the Closing Date, as of the Closing Date, (b) in the case of any such Real Property owned by any Subsidiary that becomes a Credit Party after the Closing Date, as of the date such Subsidiary becomes a Credit Party, or (c) in the case of any such Real Property acquired by any Credit Party after the Closing Date or, in the case of any Credit Party referred to in clause (b), after it becomes a Credit Party, as of the date of acquisition thereof.

"**Maturity Date**" shall mean the earlier of (i) Scheduled Maturity Date, (ii) the substantial consummation (as defined in 11 U.S.C. § 1101(2)) of any plan of reorganization under the Chapter 11 Cases, including pursuant to a Chapter 11 Plan that has been confirmed by the Confirmation Order, (iii) the date of acceleration of the Term Loans and Notes and the termination of unused Commitments with respect to the DIP Facility in accordance with the terms of this Agreement and (iv) 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 without the consent of the Required DIP Creditors; *provided* that if any such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"**Maximum Rate**" shall have the meaning assigned to such term in Section 10.14.

"**Minimum Borrowing Amount**" shall mean:

(a) in the case of ABR Loans and ABR Notes, $250,000;

(b) in the case of any Term SOFR Loans and Term SOFR Notes, $250,000; and

(c) in the case of any Delayed Draw Term Loans and Delayed Draw Notes borrowed on the Delayed Draw Borrowing Date, $50,000,000.

"**MNPI**" shall have the meaning assigned to such term in Section 10.01(f).

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

"**Mortgage**" means any mortgage, deed of trust or other agreement, in recordable form, which conveys or evidences a Lien in favor of the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, on any Material Real Property, which shall be in form and substance reasonably satisfactory to the Required DIP Creditors and the Collateral Agent.

"**Mortgaged Property**" means all right, title and interest of each Credit Party, whether now owned or hereafter acquired, in and to: (1) fee interests and/or leasehold interests in land (the "**Land**"), together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing and all interests now or in the future arising in respect of, benefiting or otherwise relating to the Land, including, without limitation, easements, rights-of-way and development rights, including all right, title and interest now owned or hereafter acquired by such Credit Party in and to any land lying within the right of way of any street, open or proposed, adjoining the Land, and any and all sidewalks, alleys, driveways, and strips and gores of land adjacent to or used in connection with the Land; (2) all improvements now owned or hereafter acquired by such Credit Party, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"); (3) all of such Credit Party's right, title and interest in and to fixtures, machinery, appliances, goods, building or other materials, equipment, including all machinery, equipment, engines, appliances and fixtures for generating or distributing air, water, heat, electricity, light, sewage, fuel or refrigeration, or for ventilating or sanitary purposes, the exclusion of vermin or insects, or the removal of dust, refuse or garbage, and all extensions, additions, accessions, improvements, betterments, renewals, substitutions, and, replacements to any of the foregoing, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and improvements and a part of the real property hereby encumbered (the "**Fixtures**") (the Land, Improvements and Fixtures are collectively referred to as the "**Premises**"); (4) all of such Credit Party's right, title and interest in and to leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**"); (5) all of such Credit Party's right, title and interest in and to the rents, revenues, royalties, income, proceeds,

profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property; (6) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof; (7) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by such Credit Party; and (8) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Premises; *provided* that only Material Real Property shall be required to be Mortgaged Property.

"**Multiemployer Plan**" shall mean a "multiemployer plan" within the meaning of Section 4001(a)(3) or Section 3(37) of ERISA which is subject to Title IV of ERISA (a) to which any Group Member is then making or accruing an obligation to make contributions, or (b) with respect to which any Group Member has any liability (including on account of an ERISA Affiliate).

"**Net Cash Proceeds**" shall mean:

(a) with respect to any Asset Sale or other disposition by Holdings or any of its Restricted Subsidiaries which is not sold or otherwise disposed of in the ordinary course of business (other than any issuance or sale of Equity Interests), the proceeds thereof in the form of cash, cash equivalents (including Cash Equivalents) and marketable securities (including any such proceeds received by way of deferred payment of principal pursuant to a note or instalment receivable or purchase price adjustment receivable, or by the sale, transfer or other disposition of any non-cash consideration received in connection therewith or otherwise, but only as and when received) received by any Group Member, net of, without duplication, (i) fees and expenses (including brokers' fees or commissions, discounts, legal, accounting and other professional and transactional fees, transfer and similar taxes and the Company's good faith estimate of taxes paid or payable in connection with such sale or with the repatriation of such proceeds (after taking into account any available tax credits or deductions that currently offset such taxes, and including any payments or payable amounts under tax sharing arrangements permitted under the Loan Documents)), (ii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money (other than the Loans, Notes or any Prepetition Secured Indebtedness) that is secured by a Lien on the Properties sold in such Asset Sale (so long as such Lien was permitted to encumber such Properties under the Loan Documents at the time of such sale and was not a *pari passu* or junior Lien on Collateral) and which is repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such Properties) and (iii) the Company's good faith estimate of the amount of payments required to be made with respect to unassumed liabilities relating to the properties sold within 360 days of such Asset Sale (*provided* that to the extent such cash proceeds are not used to make payments in respect of such unassumed liabilities within 360 days after such Asset Sale, such cash proceeds shall constitute Net Cash Proceeds);

(b) with respect to any Casualty Event, the cash insurance proceeds, condemnation awards and other compensation received by, or on behalf of, any Group Member in respect thereof, net of all costs and expenses incurred in connection with the collection of such proceeds, awards or other compensation in respect of such Casualty Event (including, in respect of any such Casualty Event, transfer and similar taxes and the Company's good faith estimate of taxes paid or payable in connection with such Casualty Event or with the repatriation of such proceeds (after taking into account any available tax credits or deductions that currently offset such taxes, and including any payments or payable amounts under tax sharing arrangements permitted under the Loan Documents));

(c) with respect to any issuance or sale of Equity Interests by Holdings or any of its Restricted Subsidiaries, the cash proceeds thereof, net of Taxes (including Taxes payable upon the

repatriation of any such proceeds to a Group Member), fees, commissions, costs and other expenses incurred in connection therewith;

(d) with respect to any Debt Issuance by Holdings or any of its Restricted Subsidiaries, the cash proceeds thereof, net of Taxes (including Taxes payable upon repatriation of the proceeds to a Group Member), fees, commissions, costs and other expenses incurred in connection therewith; and

(e) with respect to any Extraordinary Receipts, the cash proceeds received by or on behalf of any Company in connection therewith, as the case may be.

"**New Money Notes**" means, individually or collectively, as the context may require, the Initial Notes and the Delayed Draw Notes.

"**New Money Term Loans**" means, individually or collectively, as the context may require, the Initial Term Loans and the Delayed Draw Term Loans.

"**Non-Consenting DIP Creditor**" shall mean any DIP Creditor that does not approve any consent, waiver or amendment that (i) requires the approval of all DIP Creditors or all affected DIP Creditors in accordance with the terms of Section 10.02 and (ii) has been approved by the Required DIP Creditors.

"**Non-Debtor Guarantor**" shall mean each Subsidiary Guarantor that is not a Debtor Guarantor.

"**Not Otherwise Applied**" shall mean, with reference to any amount of proceeds of any transaction or event, that such amount (a) was not required to be applied to prepay the Loans or Notes pursuant to Section 2.10, (b) was not previously applied in determining the permissibility of a transaction under the Loan Documents where such permissibility was contingent on receipt of such amount or utilization of such amount for a specified purpose, (c) [reserved], (d) [reserved] and (e) [reserved].

"**Notes**" shall mean, individually or collectively, as the context may require, a New Money Note, Initial Note, Delayed Draw Note or Rolled-Up Note.

"**Notice and Subscription Form**" means that certain Notice and Subscription Form to the Eligible Holders of First Lien Senior Secured PIK Toggle Notes due 2029 (CUSIP No. 00218LAG6 and CUSIP No. U0449LAC3) of ASP Unifrax Holdings, Inc. with respect to the Opportunity of each Eligible Holder to (i) participate as a lender/holder in this Agreement and (ii) exchange and "roll up", based on participation in the New Money Notes, its Prepetition First Lien Notes for additional participation as a lender/holder pursuant to this Agreement.

"**Obligations**" shall mean obligations of the Company and the other Credit Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest on the Loans and Notes, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees (including the Backstop Premium), costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise, of the Company and the other Credit Parties under this Agreement and the other Loan Documents.

"**OFAC**" shall mean the U.S. Department of the Treasury, Office of Foreign Assets Control.

"**Orders**" means individually or collectively, as the context may require, the Interim DIP Order and the Final DIP Order.

"**Organizational Documents**" shall mean, with respect to any person, (i) in the case of any corporation, the certificate of incorporation and by-laws (or similar documents) of such person, (ii) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such person, (iii) in the case of any limited partnership, the certificate of limited partnership and limited partnership agreement (or similar documents) of such person, (iv) in the case of any general partnership, the partnership agreement (or similar document) of such person and (v) in any other case, the functional equivalent of the foregoing.

"**Other Taxes**" shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or with respect to, this Agreement or any other Loan Document, except for any such Taxes that are imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Note or Loan Document) and payable in connection with an assignment (other than an assignment made pursuant to Section 2.16(b)).

"**Participant**" shall have the meaning assigned to such term in Section 10.04(d)(i).

"**Participant Register**" shall have the meaning assigned to such term in Section 10.04(d)(iii).

"**Patriot Act**" shall have the meaning assigned to such term in Section 3.19.

"**Payment Recipient**" has the meaning assigned to it in Section 9.15(a).

"**PBGC**" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"**Perfection Requirements**" means the making or the procuring of the appropriate registrations, filings, endorsements, notarization, stampings and/or notifications of or under the Security Documents and/or the Liens created thereunder and any other actions or steps, necessary in any jurisdiction or under any laws or regulations in order to create or perfect any Security Documents or the Liens created thereunder or to achieve the relevant priority expressed therein, in each case that are required under the Security Documents.

"**Performance Due Date**" has the meaning set forth in Section 5.17.

"**Performance Milestones**" means, collectively, the milestones set forth on Annex C hereto which the Company and the other Credit Parties have agreed to adhere to within the time limits specified on such Annex C (as such time limits may be extended in writing (which may include by email) by the Required DIP Creditors in their sole discretion (or the Administrative Agent acting at the direction of the Required DIP Creditors), including by email from the Specified Ad Hoc Group Advisors).

"**Periodic Term SOFR Determination Day**" has the meaning specified in the definition of "Term SOFR".

"**Permitted Holder**" shall mean any of (i) the Sponsor, the Sponsor's Affiliates (other than any portfolio company of the Sponsor) and the Management Equityholders and any "**group**" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members (*provided*, that the Sponsor, the Sponsor's Affiliates and/or the Management Equityholders collectively comprise at least a majority in interest of such "group") and (ii) any direct or indirect parent of the Company not formed in connection with, or in contemplation of, a transaction (other than the Transactions) that, assuming such parent was not formed, after giving effect thereto would constitute a Change of Control.

"**Permitted Liens**" shall have the meaning assigned to such term in Section 6.02.

"**Permitted Refinancing**" shall mean, with respect to any Person, any modification, refinancing, refunding, renewal, replacement or extension of any Indebtedness of such Person; *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon *plus* other amounts paid, and fees, expenses, commissions, underwriting discounts and expenses incurred, in connection with such modification, refinancing, refunding, renewal, replacement or extension, and by an amount equal to any existing commitments unutilized thereunder, (b) such modification, refinancing, refunding, renewal, replacement or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended, (c) at the time thereof, no Event of Default shall have occurred and be continuing, (d) such modification, refinancing, refunding, renewal, replacement or extension is subordinated in right of payment to the Obligations (or, in the case of a payment waterfall provision, the applicable Obligations that are higher in such payment waterfall provision) (e) neither Holdings nor any of its Restricted Subsidiaries shall be an obligor or guarantor of any such refinancings, replacements, refundings, renewals, replacements or extensions except to the extent that such Person was such an obligor or guarantor in respect of the applicable Indebtedness being modified, refinanced, refunded, renewed, replaced or extended, (f) such modification, refinancing, refunding, renewal, replacement or extension shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended, (g) such modification, refinancing, refunding, renewal, replacement or extension shall not (if secured) have a higher Lien priority than such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended and in no event shall have a higher than or *pari passu* Lien priority with Obligations hereunder (h) if the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is unsecured, such modification, refinancing, refunding, renewal, replacement or extension shall be unsecured.

"**Person**" or "**person**" shall mean any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"**Petition Date**" has the meaning assigned to such term in the recitals hereto.

"**PIK Amount**" shall mean an amount equal to 50% of the interest that has accrued and is payable upon each Interest Payment Date.

"**PIK Election Period**" means any interest accrual period (including any Interest Period) ending on or prior to the Maturity Date for which the applicable interest accrued on the Loans and Notes

equal to the PIK Amount shall be payable in accordance with Section 2.06(i). Each interest accrual period (including any Interest Period) ending on or prior to the Maturity Date shall be a PIK Election Period unless the Borrower gives written notice to the Administrative Agent on or prior to the date that is five (5) Business Days prior to the Interest Payment Date for such interest accrual period that such interest accrual period is not a PIK Election Period.

"**Plan**" shall mean any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 or 430 of the Code or Section 302 of ERISA which is maintained or contributed to by any Group Member or with respect to which any Group Member has any liability (including on account of an ERISA Affiliate).

"**Plan Effective Date**" means the date of the substantial consummation (as defined in section 1101(2) of the Bankruptcy Code, which for purposes hereof shall be no later than the effective date) of an Acceptable Plan of Reorganization.

"**Platform**" shall have the meaning assigned to such term in Section 10.01(e).

"**Post-Petition**" means the time period commencing immediately upon the filing of the Chapter 11 Cases.

"**PPSA**" means the Personal Property Security Act (Ontario), and the regulations thereunder, as from time to time in effect; *provided* that if the validity, perfection, effect of perfection or non-perfection or the priority of any Liens on Collateral is governed by the personal property security laws of any Canadian province or territory other than Ontario, "PPSA" shall mean those personal property security laws in such other jurisdiction (including the Civil Code of Québec) for the purposes of the provisions hereof relating to such validity, perfection, effect of perfection or non-perfection or priority and for the definitions related to such provisions.

"**Prepetition First Lien Collateral Agent**" means Wilmington Savings Fund Society, FSB, in its capacity as collateral agent for the lenders and other secured parties under the Prepetition First Lien Credit Agreement and for the holders of the Prepetition First Lien Notes Obligations under the Prepetition First Lien Indenture and the other instruments issued in connection therewith, together with any guarantees thereof and any security documents, other collateral documents and other instruments relating thereto and any successor pursuant to the provisions thereof.

"**Prepetition First Lien Credit Agreement**" means that certain First Lien Credit Agreement, dated as of September 30, 2024, by and among the Company, Holdings, each of the guarantors and lenders from time to time party thereto, JPMorgan Chase Bank, as administrative agent, and the Prepetition First Lien Collateral Agent, as may be amended, restated, amended and restated, modified or supplemented from time to time prior to the Petition Date.

"**Prepetition First Lien Indenture**" means that certain Indenture, dated as of September 30, 2024, by and among the Company, the guarantors party thereto, the Prepetition First Lien Notes Trustee and the Prepetition First Lien Collateral Agent, governing the Prepetition First Lien Notes, as may be amended, restated, amended and restated, modified or supplemented from time to time prior to the Petition Date.

"**Prepetition First Lien Notes**" means the outstanding aggregate principal amount of First Lien Senior Secured PIK Toggle Notes due 2029 issued pursuant to the Prepetition First Lien Indenture.

"**Prepetition First Lien Notes Obligations**" shall have the meaning assigned to the term "First Lien Notes Obligations" in the Prepetition First Lien Indenture (as in effect on the Closing Date).

"**Prepetition First Lien Notes Trustee**" means Wilmington Trust, National Association, as trustee for the holders of the Prepetition First Lien Notes under the Prepetition First Lien Indenture, together with its successors and assigns.

"**Prepetition First Lien Revolving Loans**" means any "Revolving Loan" under and as defined in the Prepetition First Lien Credit Agreement.

"**Prepetition First Lien Term Loans**" means any "Term Loan" under and as defined in the Prepetition First Lien Credit Agreement.

"**Prepetition Indebtedness**" means, collectively, any Prepetition Secured Indebtedness, Indebtedness of any Debtor outstanding on the Petition Date under the Prepetition Unsecured Notes and any other Indebtedness of any Debtor outstanding on the Petition Date in excess of $500,000 and set forth on Schedule 6.01(b); *provided* that any Indebtedness of the Luyang Group shall be excluded.

"**Prepetition Second Lien Indenture**" means that certain Indenture, dated as of September 30, 2024, by and among the Company, the guarantors party thereto, the Prepetition Second Lien Notes Trustee and the Prepetition Second Lien Notes Collateral Agent, governing the Prepetition Second Lien Notes, as may be amended, restated, amended and restated, modified or supplemented from time to time prior to the Petition Date.

"**Prepetition Second Lien Notes**" means the outstanding aggregate principal amount of Second Lien Senior Secured PIK Toggle Notes due 2029 issued pursuant to the Prepetition Second Lien Indenture.

"**Prepetition Second Lien Notes Collateral Agent**" means Wilmington Trust, National Association, as collateral agent for the holders of the Prepetition Second Lien Notes Obligations under the Prepetition Second Lien Indenture and the other instruments issued in connection therewith, together with any guarantees thereof and any security documents, other collateral documents and other instruments relating thereto and any successor pursuant to the applicable provisions thereof.

"**Prepetition Second Lien Notes Obligations**" shall have the meaning assigned to the term "Second Lien Notes Obligations" in the Prepetition Second Lien Indenture (as in effect on the Closing Date).

"**Prepetition Second Lien Notes Trustee**" means Wilmington Trust, National Association, as trustee for the holders of the Prepetition Second Lien Notes under the Prepetition Second Lien Indenture, together with its successors and assigns.

"**Prepetition Secured Indebtedness**" means any secured Indebtedness of any Debtor outstanding on the Petition Date under any of the Prepetition First Lien Credit Agreement, Prepetition First Lien Notes, Prepetition Second Lien Notes and Prepetition Third Lien Notes.

"**Prepetition Third Lien Indenture**" means that certain Indenture, dated as of September 30, 2021 and as amended, supplemented or otherwise modified from time to time prior to the Petition Date, including by that certain supplemental indenture entered into on September 30, 2024, by and among the Company, the guarantors party thereto, the Prepetition Third Lien Notes Trustee and the Prepetition Third Lien Notes Collateral Agent, governing the Prepetition Third Lien Notes.

"**Prepetition Third Lien Notes**" means the outstanding aggregate principal amount of 5.250% Senior Secured Notes due 2028 issued pursuant to the Prepetition Third Lien Indenture.

"**Prepetition Third Lien Notes Collateral Agent**" means Wilmington Trust, National Association, as collateral agent for the holders of the Prepetition Third Lien Notes Obligations under the Prepetition Third Lien Indenture and the other instruments issued in connection therewith, together with any guarantees thereof and any security documents, other collateral documents and other instruments relating theretoand any successor pursuant to the applicable provisions thereof.

"**Prepetition Third Lien Notes Obligations**" shall mean the "Obligations" as defined in the Prepetition Third Lien Indenture related to the Prepetition Third Lien Notes.

"**Prepetition Third Lien Notes Trustee**" means Wilmington Trust, National Association, as trustee for the holders of the Prepetition Third Lien Notes under the Prepetition Third Lien Indenture, together with its successors and assigns.

"**Prepetition Unsecured Notes**" means the outstanding aggregate principal amount of 7.500% Senior Notes due 2029 issued pursuant to the Prepetition Unsecured Notes Indenture.

"**Prepetition Unsecured Notes Indenture**" means that certain Indenture, dated as of September 30, 2021 as amended, supplemented or otherwise modified from time to time prior to the Petition Date, including by that certain supplemental indenture entered on September 30, 2024, by and among the Company, the guarantors party thereto and the Prepetition Unsecured Notes Trustee, governing the Prepetition Unsecured Notes.

"**Prepetition Unsecured Notes Trustee**" means Wilmington Trust, National Association, as trustee for the holders of the Prepetition Unsecured Notes under the Prepetition Unsecured Notes Indenture, together with its successors and assigns.

"**Principal Office**" shall mean its office in Wilmington, Delaware or such other location as the Administrative Agent may notify the Company from time to time.

"**Private Side Communications**" shall have the meaning assigned to such term in Section 10.01(f).

"**Private Siders**" shall have the meaning assigned to such term in Section 10.01(f).

"**Proceeds**" shall have the meaning assigned to such term in the U.S. Security Agreement.

"**Proceeds of Crime Act**" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), as amended from time to time, and including all regulations thereunder.

"**Professional Fee Disbursements**" shall mean the disbursements of the type identified as "Professional Fees" provided under the Initial Budget and subsequent Approved Budget.

"**Projections**" shall have the meaning assigned to such term in Section 3.13(a).

"**Promissory Notes**" shall mean any notes evidencing the Term Loans issued pursuant to this Agreement, if any, substantially in the form of Exhibit H.

"**Property**" or "**property**" shall mean any right, title or interest in or to property or assets of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible and including Equity Interests or other ownership interests of any person and whether now in existence or owned or hereafter entered into or acquired, including all Real Property.

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

"**Public Side Communications**" shall have the meaning assigned to such term in Section 10.01(f).

"**Public Siders**" shall have the meaning assigned to such term in Section 10.01(f).

"**Purchase Money Obligation**" shall mean, for any Person, the obligations of such Person in respect of Indebtedness incurred for the purpose of financing all or any part of the purchase price of any fixed or Capital Assets or the cost of installation, construction or improvement of any fixed or Capital Assets and any refinancing thereof; *provided*, *however*, that (i) such Indebtedness is incurred no later than 180 days after the acquisition, installation, construction, repair, replacement, exchange or improvement of such fixed or Capital Assets by such Person, (ii) the amount of such Indebtedness (excluding any costs, expenses and fees incurred in connection therewith) does not exceed 100% of the cost of such acquisition, installation, construction or improvement, as the case may be, and (iii) the Liens granted with respect thereto do not at any time encumber any property other than the property financed by such Indebtedness (with respect to Capital Lease Obligations, the Liens granted with respect thereto do not at any time extend to or cover any assets other than the assets subject to such Capital Lease Obligations).

"**Qualified Capital Stock**" of any Person shall mean any Equity Interests of such person that are not Disqualified Capital Stock.

"**Rate Charges**" shall have the meaning assigned to such term in Section 10.14.

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

"**Recipient**" shall mean any Agent or any DIP Creditor, as applicable.

"**Registrar**" shall mean a registrar appointed by the Company to maintain the DIP Notes Creditor Register.

"**Regulation D**" shall mean Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation S-X**" shall mean Regulation S-X promulgated under the Securities Act.

"**Regulation T**" shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Rejection Notice**" shall have the meaning assigned to such term in Section 2.10(h).

"**Related Parties**" shall mean, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors, attorneys and representatives of such Person and of such Person's Affiliates.

"**Release**" shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the Environment.

"**Relevant Credit Parties**" means:

(i) the Credit Parties; and

(ii) the Grantors (as defined in the First Lien/Second Lien/Third Lien Intercreditor Agreement) or, as the case may be, the Grantors (as defined in the First Lien Pari Passu Intercreditor Agreement).

"**Relevant Documents**" means:

(i) the Loan Documents;

(ii) the Debt Documents (as defined in the First Lien/Second Lien/Third Lien Intercreditor Agreement) or, as the case may be, the First Lien Documents (as defined in the First Lien Pari Passu Intercreditor Agreement);

(iii) the First Lien/Second Lien/Third Lien Intercreditor Agreement; and

(iv) the First Lien Pari Passu Intercreditor Agreement.

"**Relevant Governmental Body**" means with respect to a Benchmark Replacement in respect of Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Dollars, the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"**Relevant Guaranteed Obligations**" means:

(i) the Guaranteed Obligations; and

(ii) the obligations covered under the Luxembourg limitation language set out under clause 8.23 of the First Lien/Second Lien/Third Lien Intercreditor Agreement or, as the case may be, the obligations covered under the Luxembourg limitation language set out under clause 5.19 of the First Lien Pari Passu Intercreditor Agreement.

"**Required DIP Creditors**" shall mean, at any time, DIP Creditors holding outstanding Term Loans and Notes and unused Commitments representing more than 50% of the sum of the outstanding Term Loans, Notes and such unused Commitments at such time; *provided* that (a) the Term Loans and Notes held by and unused Commitments of any Defaulting DIP Creditor and (b) the Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes held by any DIP Creditor shall be disregarded in determining Required DIP Creditors at any time.

"**Requirements of Law**" shall mean, collectively, all international, foreign, federal, state and local laws (including common law), judgments, decrees, statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, licenses, authorizations and permits of, and legally-binding agreements with, or other requirements of, any Governmental Authority, in each case having the force of law.

"**Resignation Effective Date**" shall have the meaning assigned to such term in Section 9.06(a).

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

"**Responsible Officer**" of any person shall mean any executive officer (including, without limitation, the president, any vice president, secretary and assistant secretary), any authorized person or Financial Officer of such person and any other officer, director, manager or similar official or authorized person thereof with responsibility for the administration of the obligations of such person in respect of this Agreement and, solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Credit Party so designated by any of the foregoing officers or other authorized persons in a notice (including via email) to the Administrative Agent or any other officer or employee of the applicable Credit Party designated in or pursuant to an agreement between the applicable Credit Party and the Administrative Agent.

"**Restricted Debt Payment**" shall have the meaning assigned to such term in Section 6.09(a).

"**Restricted Member of the Group**" means each Restricted Subsidiary in respect of which any Credit Party notifies the Administrative Agent that a Sanctions Provision would result in a violation of, a conflict with or liability under:

(i) EU Regulation (EC) 2271/96;

(ii) §7 of the German *Außenwirtschaftsverordnung* (in connection with the German *Außenwirtschaftsgesetz*); or

(iii) any similar applicable anti-boycott law, regulation or statute in force from time to time that is applicable to such entity.

"**Restricted Secured Party**" means a Secured Party that notifies the Administrative Agent that a Sanctions Provision would result in a violation of, a conflict with or liability under:

(i) EU Regulation (EC) 2271/96;

(ii) §7 of the German *Außenwirtschaftsverordnung* (in connection with the German *Außenwirtschaftsgesetz*); or

(iii) any similar applicable anti-boycott law, regulation or statute in force from time to time that is applicable to such entity.

"**Restricted Subsidiary**" shall mean each Subsidiary of Holdings.

"**Roll-Up**" shall have the meaning given to such term in Section 2.01(f).

"**Rolled-Up Debt Schedule**" shall mean the Schedule prepared by the Specified Ad Hoc Group Advisors and set forth on Annex A (as such Annex A shall be updated from time to time by the Specified Ad Hoc Group Advisors) under the caption "Rolled-Up Debt" reflecting the substitution and exchange of Prepetition First Lien Term Loans and Prepetition First Lien Notes by certain DIP Creditors identified on Annex A with Contingent Rolled-Up Term Loans, Contingent Rolled-Up Notes, Rolled-Up Term Loans and Rolled-Up Notes in accordance with Section 2.01(f).

"**Rolled-Up Notes**" has the meaning specified in Section 2.01(f). Unless specified otherwise herein, any reference to Rolled-Up Notes shall not include any Contingent Rolled-Up Notes.

"**Rolled-Up Term Loans**" has the meaning specified in Section 2.01(f). Unless specified otherwise herein, any reference to Rolled-Up Term Loans shall not include any Contingent Rolled-Up Term Loan.

"**RSA**" means that certain Restructuring Support Agreement, dated as of June 29, 2026, among the Credit Parties and the Consenting DIP Creditors (as defined therein), as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"**S&P**" shall mean Standard & Poor's Ratings Service, a subsidiary of S&P Global Inc.

"**Sale Leaseback Transaction**" shall mean any arrangement, directly or indirectly, with any person whereby Holdings or any of its Restricted Subsidiaries shall sell, transfer or otherwise dispose of any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred; *provided* that (a) no Event of Default shall have occurred and be continuing or would immediately result therefrom and (b) such Sale Leaseback Transaction is consummated within 180 days of the disposition of such property.

"**Sanctions**" shall have the meaning assigned to such term in Section 3.20.

"**Sanctions Provision**" means Section 3.20, Section 3.21, Section 3.22, Section 5.13 and Section 5.14(a)-(b).

"**Scheduled Maturity Date**" means the four month anniversary of the Petition Date, as such date may be extended in accordance with Section 2.21; *provided* that if such date is not a Business Day, the Scheduled Maturity Date shall be the immediately succeeding Business Day.

"**SEC**" shall mean the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"**Secured Obligations**" shall mean the Obligations hereunder.

"**Secured Parties**" shall mean, collectively, (i) the Administrative Agent, (ii) the Collateral Agent, (iii) each other Agent, (iv) the DIP Creditors and (v) any holder from time to time of any Obligations.

"**Securities**" or "**Security**" shall have the meaning specified in section 2(1) of the Securities Act.

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

"**Security Agreement**" shall mean (i) the U.S. Security Agreement, (ii) the Interim DIP Order or the Final DIP Order, as the case may be, and (iii) each other security agreement, pledge, debenture, hypothec, mortgage, consent or other instrument or document, as applicable, executed and delivered by the other Guarantors in connection with this Agreement, the Orders and/or Section 5.15 after the Closing Date to secure the applicable Secured Obligations.

"**Security Agreement Collateral**" shall mean all property pledged or granted as collateral pursuant to a Security Agreement (a) on the Closing Date or (b) thereafter pursuant to Section 5.10, Section 5.11 and Section 5.15 and, in each case other than Excluded Property.

"**Security Documents**" shall mean the Security Agreements, the UK Security Documents, the Mortgages and each other security document or pledge agreement delivered in accordance with applicable local or foreign law to grant a valid, perfected security interest in or a valid and enforceable Lien of record on, as applicable, any property as collateral for the Secured Obligations, and any other Order, document or instrument utilized to pledge or grant or purport to pledge or grant a security interest in or lien on any property as collateral for the Secured Obligations, including all U.S. Security Documents, the Orders and all Foreign Security Documents.

"**SiFAB Shared Services Agreements**" shall mean the Shared Services Agreement, dated on or about the date of the Prepetition First Lien Credit Agreement, among Unifrax I LLC and Alkegen SiFAB, LLC (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, to the extent that such amendment or modification is not adverse in any material respect to the interests of the DIP Creditors).

"**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).

"**Specified Ad Hoc Group Advisors**" means Davis Polk & Wardwell LLP, Haynes and Boone, LLP and PJT Partners, LP.

"**Specified Jurisdiction**" means each of Brazil, Italy and Turkey.

"**Specified Required Backstop Creditors**" means at any time, the Backstop DIP Creditors holding outstanding DIP Backstop Commitments representing more than 75% of the sum of the outstanding DIP Backstop Commitments.

"**Sponsor**" shall mean Clearlake Capital Group, L.P. and its Controlled Investment Affiliates ("**Clearlake**").

"**Subsidiary**" shall mean, with respect to any Person (the "**parent**") at any date, (i) any person the accounts of which would be consolidated with those of the parent's in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, (ii) any other corporation, limited liability company, unlimited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (iii) any partnership (a) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (b) the only general partners of which are the parent and/or one or more subsidiaries of the parent and (iv) any other Person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent. Unless otherwise specified, references to "Subsidiary" or "Subsidiaries" herein shall refer to Subsidiaries of Holdings.

"**Subsidiary Guarantor**" shall mean each Restricted Subsidiary of Holdings (other than the Company) that is, or becomes pursuant to Section 5.10 or 5.15, a party to this Agreement.

"**Superpriority Claims**" means superpriority administrative expense claim status in the Chapter 11 Cases having a priority over all administrative expenses and any claims of any kind or nature whatsoever, specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113 or 1114 or any other provisions of the Bankruptcy Code.

"**Tax Act**" means the Income Tax Act (Canada), as amended.

"**Tax Change**" means any change in the Code or any other applicable Requirement of Law that would have the effect of changing the amount of Taxes due and payable by Holdings and its Restricted Subsidiaries for any taxable period, as compared to the amount of Taxes that would have been due and payable by Holdings and its Restricted Subsidiaries for such taxable period under the Code or any other Requirements of Law as in effect immediately prior to such change; *provided* for the avoidance of doubt, that the calculation of a change in Taxes due and payable shall take into account all changes to the Code or any other Requirements of Law. Notwithstanding any other provision contained herein, (i) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 or FASB ASC 825 (or any other financial accounting standard having a similar result or effect) to value any Indebtedness or other liabilities of Holdings or any of its Restricted Subsidiaries at "fair value," as defined therein and (ii) the financial ratios and related definitions set forth in the Loan Documents shall be computed to exclude the application of Financial Accounting Standards No. 133, 150 or 123(R) or any other financial accounting standard having a similar result or effect (to the extent that the pronouncements in Financial Accounting Standards No. 123(R) result in recording an equity award as a liability on a consolidated balance sheet of Holdings and its Restricted Subsidiaries in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity).

"**Tax Group**" shall have the meaning assigned to such term in Section 6.06(c).

"**Tax Return**" shall mean all returns, statements, declarations, filings, attachments and other documents or certifications required to be filed in respect of Taxes, including any amendments thereof.

"**Tax Withholdings**" shall have the meaning assigned to such term in Section 2.15(a).

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

"**Term Loan**" shall mean individually or collectively, as the context may require, the Initial Term Loans, the Delayed Draw Term Loans and the Rolled-Up Term Loans.

"**Term SOFR**" means,

(a) for any calculation with respect to a Term SOFR Loan or Term SOFR Note, 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, 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; and

(b) for any calculation with respect to an ABR Loan or ABR Note, in each case, on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "**ABR Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to such day, 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 ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, 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 ABR Term SOFR Determination Day.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Required DIP Creditors in their reasonable discretion).

"**Term SOFR Borrowing**" means, as to any Borrowing, individually or collectively, as the context may require, the Term SOFR Loans or Term SOFR Notes comprising such Borrowing.

"**Term SOFR Loan**" shall mean any Term Loan bearing interest at a rate determined by reference to the Adjusted Term SOFR in accordance with the provisions of Article II, other than pursuant to clause (c) of the definition of "Alternate Base Rate".

"**Term SOFR Note**" shall mean any Note bearing interest at a rate determined by reference to the Adjusted Term SOFR in accordance with the provisions of Article II, other than pursuant to clause (c) of the definition of "Alternate Base Rate".

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**Termination Date**" means the date on which (a) all Commitments shall have expired or been terminated and (b) the principal of and interest on each Loan and Note and all fees, expenses and other amounts payable under any Loan Document and all other Secured Obligations (in each case, other than contingent indemnification obligations and unasserted expense reimbursement obligations) shall have been paid in full in cash.

"**Tranche**" shall mean each tranche of Loans, Notes or Commitments available hereunder. On the Closing Date there shall be eight separate tranches comprised of Initial Term Loans, Delayed Draw Term Loans, Rolled-Up Term Loans, Contingent Rolled-Up Term Loans, Initial Notes, Delayed Draw Notes, Rolled-Up Notes and Contingent Rolled-Up Notes, and in each case, the Commitments in respect thereof, as applicable. Subject to, and in accordance with, Section 2.2(g), on the Fungibility Determination Date, the Specified Ad Hoc Group Advisors may determine that, notwithstanding the foregoing, there shall be four separate tranches comprised of Term Loans (which Tranche shall include New Money Term Loans and Rolled-Up Term Loans), Notes (which Tranche shall include New Money Notes and Rolled-Up Notes), Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes.

"**Transaction Costs**" shall have the meaning assigned to such term in the definition of "Transactions".

"**Transactions**" shall mean, collectively, (i) the execution, delivery and performance of the Credit Parties of the Loan Documents to which they are a party and the making of Term Loans and Notes hereunder, (ii) the other transactions contemplated by the RSA and (iii) the payment of all fees, premiums, expenses and other transaction costs incurred in connection with the foregoing, including to fund any original issue discount and upfront fees (the "**Transaction Costs**").

"**Type**" when used in reference to any Loan, Note or Borrowing, shall mean a reference to whether the rate of interest on such Loan or Note, or on the Loans or Notes comprising such Borrowing, is determined by reference to the Adjusted Term SOFR or the Alternate Base Rate.

"**UCC**" shall mean the Uniform Commercial Code as in effect from time to time (except as otherwise specified) in any applicable state or jurisdiction.

"**UK Credit Parties**" means each Subsidiary incorporated under the laws of England and Wales that accedes or otherwise becomes Guarantor; *provided*, that no Excluded Subsidiary shall be a UK Credit Party.

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

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

"**UK Security Documents**" means the UK Supplemental Debenture, the UK Supplemental Share Charge and the other Security Documents governed by the laws of England and Wales.

"**UK Supplemental Debenture**" means English law governed supplemental debenture between the UK Credit Parties and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or modified from time to time).

"**UK Supplemental Share Charge**" means the English law governed supplemental share charge between Lydall Netherlands B.V., Unifrax Luxembourg II SARL and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or modified from time to time).

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

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

"**Unifrax China License Agreement**" shall mean that certain technology license agreement, dated as of April 4, 2014, between Unifrax I LLC and Luyang Group.

"**United States**" or "**U.S.**" shall mean the United States of America.

"**Unrestricted Cash**" shall mean, at any time, the aggregate amount of unrestricted cash and Cash Equivalents held in accounts of Holdings and its Restricted Subsidiaries to the extent such cash and Cash Equivalents are not (i) subject to a Lien securing Indebtedness or other obligations other than (a) obligations with respect to Prepetition Secured Indebtedness or (b) the Obligations (unless such cash or Cash Equivalents are held in a "lockbox", escrow, reserve or similar account or otherwise not readily available to be used by the Debtors) or (ii) classified as "restricted" in accordance with GAAP; *provided* that it is expressly understood and agreed that Unrestricted Cash shall (a) include cash and Cash Equivalents held in the Carve Out Account (as defined in the Orders), (b) include any proceeds of the funded Term Loans and purchased Notes, as applicable (to the extent otherwise included pursuant to this definition), (c) exclude any amounts held by Holdings or any of its Subsidiaries in escrow, trust or other fiduciary capacity for or on behalf of a client, borrower or customer of Holdings, its Subsidiaries or any of their respective Affiliates, (d) exclude cash in an amount equal to trade payables that have been overdue for more than sixty (60) days, other than such trade payables that are disputed in good faith and (e) in any event, shall exclude cash pledged to support the Cash Collateral (as defined in the Orders).

"**Unsecured Indebtedness**" shall mean unsecured Indebtedness of the Credit Parties and their Restricted Subsidiaries for borrowed money.

"**Updated Budget**" has the meaning set forth in Section 5.01(d)(i).

"**Updated Budget Delivery Date**" has the meaning set forth in Section 5.01(d)(i).

"**U.S. Government Securities Business Day**" shall mean 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.

"**U.S. Security Agreement**" shall mean that certain U.S. Security Agreement, dated as of the Closing Date by and among the Domestic Credit Parties and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or modified from time to time).

"**U.S. Security Documents**" shall mean the U.S. Security Agreement, the Orders, the Mortgages and each other security document or pledge agreement delivered in accordance with the terms of the U.S. Security Agreement or with applicable U.S. federal, state or local law to grant a valid, perfected security interest in or a valid and enforceable Lien of record on, as applicable, any property as collateral for the Secured Obligations, and any other document or instrument utilized to pledge or grant or purport to pledge or grant a security interest in or lien on any property as collateral for the Secured Obligations.

"**U.S. Tax Compliance Certificate**" shall have the meaning assigned to such term in Section 2.15(e)(ii).

"**U.S. Trustee Fee Disbursements**" shall mean the disbursements of the type identified as "U.S. Trustee Fees" provided under the Initial Budget and subsequent Approved Budget.

"**Voting Stock**" shall mean, with respect to any person, any class or classes of Equity Interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of such person.

"**Weighted Average Life to Maturity**" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then-remaining instalment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the then outstanding principal amount of such Indebtedness; *provided* that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness or Disqualified Capital Stock that is being modified, refinanced, refunded, renewed, replaced or extended, the effects of any prepayments or amortization made on such Indebtedness or Disqualified Capital Stock prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"**Wholly Owned Restricted Subsidiary**" shall mean a Restricted Subsidiary of Holdings which is a Wholly Owned Subsidiary of Holdings, the Company or any Restricted Subsidiary.

"**Wholly Owned Subsidiary**" shall mean, as to any Person, (a) any corporation 100% of whose capital stock (other than directors' qualifying shares or other nominal issuance in order to comply with local laws) is at the time owned by such Person and/or one or more Wholly Owned Subsidiaries of such Person and (b) any partnership, association, joint venture, limited liability company or other entity in which such Person and/or one or more Wholly Owned Subsidiaries of such Person have a 100% equity interest at such time.

"**Write-Down and Conversion Powers**" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have

effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Classification of Loans, Notes and Borrowings. For purposes of this Agreement, Loans and/or Notes may be classified and referred to by Class (*e.g.*, an "Initial Term Loan" or an "Initial Note") or by Type (*e.g.*, a "Term SOFR Loan" or a "Term SOFR Note") or by Class and Type (*e.g.*, a "Term SOFR Initial Term Loan" or a "Term SOFR Initial Note"). Borrowings also may be classified and referred to by Class (*e.g.*, a "Borrowing of Initial Term Loans" or a "Borrowing of Initial Notes") or by Type (*e.g.*, a "Term SOFR Borrowing") or by Class and Type (*e.g.*, a "Term SOFR Initial Term Loan Borrowing" or a "Term SOFR Initial Note").

Section 1.03 Terms Generally.

(a) 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 (i) any definition of or reference to any Loan Document, 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, replaced or otherwise modified (subject to any restrictions on such amendments, supplements, replacements or modifications set forth herein), (ii) any reference herein to any person shall be construed to include such person's successors and assigns (subject to any restrictions on assignments set forth herein), (iii) 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, (iv) 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, (v) any reference to any law or regulation herein shall refer to such law or regulation as amended, modified or supplemented from time to time, (vi) 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, and (vii) all references to the knowledge of any Group Member or facts known by any Group Member shall mean actual knowledge of any Responsible Officer of such Person. Any Responsible Officer executing any Loan Document or any certificate or other document made or delivered pursuant hereto or thereto, so executes or certifies in his/her capacity as a Responsible Officer on behalf of the applicable Credit Party and not in any individual capacity.

(b) The term "enforceability" and its derivatives when used to describe the enforceability of an agreement shall mean that such agreement is enforceable except as enforceability may be limited by any Debtor Relief Law and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(c) Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein; *provided* that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

(d) Any reference herein to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of

a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, Restricted Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

(e) Luxembourg Terms.

In each Loan Document, where it relates to a person (i) incorporated, (ii) established or (iii) having its centre of main interests (as that term is used in Article 3(1) of the Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings) in Luxembourg, a reference to:

(i) a "**liquidator**", "**compulsory manager**", "**receiver**", "**administrator**" or similar officer includes any:

(A) *juge-commissaire* or insolvency receiver (*curateur*) appointed under the Luxembourg Commercial Code;

(B) *liquidateur* appointed under Articles 1100-1 to 1100-15 (inclusive) of the Luxembourg act of 10 August 1915 on commercial companies (the Luxembourg Companies Act);

(C) *juge-commissaire* or *liquidateur* appointed under Article 1200-1 of the Luxembourg Companies Act;

(D) *commissaire* appointed under Articles 593 to 614 (inclusive) of the Luxembourg Commercial Code; and

(E) *conciliateur d'entreprise*, *mandataire de justice*, *juge délégué* or *administrateur provisoire* or similar officer pursuant to any voluntary or judicial insolvency, winding up, liquidation or similar proceedings or similar officer*;*

(ii) a "**winding-up**", "**administration**", "**liquidation**", "**insolvency**" or "**dissolution**" or "**reorganisation**", "**composition**", "**compromise**", "**assignment**" or "**arrangement**" includes, without limitation, administrative dissolution without liquidation (*dissolution administrative sans liquidation*), bankruptcy (*faillite*), insolvency, winding-up, liquidation, moratorium, suspension of payment (*sursis de paiement*), conciliation (*conciliation*), reorganisation procedure in the form of a mutual agreement (*réorganisation par accord amiable*), judicial reorganisation proceedings in the form of a mutual agreement (*réorganisation judiciaire par accord amiable*), a collective agreement (*réorganisation judiciaire par accord collectif*) or a transfer by court order (*réorganisation judiciaire par transfert par décision de justice*), fraudulent conveyance, general settlement with creditors, reorganisation or similar measures, orders or proceedings affecting the rights of creditors generally under the Luxembourg law dated 7 August 2023 on business preservation and the modernisation of the bankruptcy laws or similar laws affecting the rights of creditors generally;

(iii) an "**agent**" includes, without limitation, a *mandataire*;

(iv) a person being "**unable to pay its debts**" includes that person being in a state of cessation of payments (*cessation de paiements*) and having lost its commercial creditworthiness (*ébranlement de crédit*);

(v) "**attachment**" means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*);

(vi) a "**lien**" or a "**security interest**" includes any *hypothèque*, *nantissement*, *gage*, *transfert de propriété à titre de garantie*, *mise en pension*, *privilège*, *sûreté réelle*, *droit de rétention*, and any type of security *in rem* (*sûreté réelle*) or agreement or arrangement having a similar effect and any transfer of title by way of security;

(vii) a "**matured obligation**" includes, without limitation, any exigible, certain and liquid obligation;

(viii) a "**guarantee**" includes any guarantee which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of Articles 2011 and seq. of the Luxembourg civil code;

(ix) "**constitutional documents**" includes the up-to-date (restated) articles of association (*statuts coordonnés*) or the articles of incorporation as appropriate; and

(x) a "**director**", "**manager**" or "**officer**" includes an *administrateur* and a *gérant*.

Notwithstanding anything to the contrary set forth herein, nothing herein shall prohibit or restrict (x) any Subsidiary that is not a Credit Party from dividing or sub-dividing into one or more divisions or (y) any Credit Party from dividing or sub-dividing into one or more divisions so long as (A) the divided or sub-divided entities are both Credit Parties (*provided*, that to the extent any additional actions or documentation is required, such entities shall have 60 days (or such longer time as permitted by the Required DIP Creditors in their sole discretion) to take such action or execute such documentation (as if such division or sub-division were a newly formed Subsidiary)) or (B) at such time, applicable basket capacity (or flexibility, as applicable) would be available pursuant to Section 6.03, Section 6.04, Section 6.05 or 0 (as applicable) to give effect to such division or sub-division as if the creation of such division or sub-division constituted an Investment, disposition, merger, transfer, consolidation, amalgamation, assignment, sale or dividend, in each case, as and to the extent applicable (and, for the avoidance of doubt, such division or sub-division made in reliance on this clause (B) shall be deemed to constitute a utilization of the applicable basket capacity (or flexibility, as applicable) for the purposes of this Agreement and the other Loan Documents).

Section 1.04 Accounting Terms; GAAP; Tax Laws. 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 and all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect on the date hereof. If at any time any change in GAAP or Tax Change would affect the computation of any financial metric, standard or term set forth in any Loan Document, and the Company or the Required DIP Creditors shall so request, the Required DIP Creditors and the Company shall negotiate in good faith to amend such metric, standard or term to preserve the original intent thereof in light of such change in GAAP or Tax Change (subject to approval by the Company); *provided* that, until so amended, such metric, standard or term shall continue to be computed in accordance with GAAP immediately prior to such change therein or, in the case of a Tax Change, as if the Applicable Tax Laws immediately prior to such change therein continued to apply, and the Company shall provide to the Administrative Agent and the DIP Creditors within five (5) days after delivery of each certificate or financial report required hereunder that is affected thereby a written statement of a Financial Officer of Holdings setting forth in reasonable detail the differences that would have resulted if such financial statements had been prepared giving effect to such change *provided*, *further* that, to the

extent any such change would have a negative impact on the Company with respect to any metric, financial calculation, financial reporting items or requirement computation, the Company may (in its sole discretion) elect to compute or report such metric, financial calculation, financial reporting item or requirement in accordance with GAAP and/or the Applicable Tax Laws, as the case may be, as changed and accordingly, if such an election is made, the Company shall not be required to deliver the written statement described in the immediately preceding proviso with respect thereto. Notwithstanding anything to the contrary, for all purposes under this Agreement and the other Loan Documents, including covenants and component definitions, GAAP will be deemed to treat operating leases and Capital Leases in a manner consistent with their current treatment under GAAP as in effect on December 31, 2018 (it being understood that all obligations of the Company and the Restricted Subsidiaries that are or would be characterized as an operating lease as determined in accordance with GAAP as in effect on December 31, 2018 (whether or not such operating lease was in effect on such date) shall, unless otherwise elected by the Company, continue to be accounted for as an operating lease (and not as a Capital Leases) for purposes of this Agreement regardless of any change in GAAP following December 31, 2018 that would otherwise require such obligation to be recharacterized as a Capital Leases), notwithstanding any modifications or interpretive changes thereto that may occur thereafter. Interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a Financial Officer of Holdings to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate as the Company may designate.

Section 1.05 Resolution of Drafting Ambiguities. Each party hereto acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof and thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 1.06 [Reserved].

Section 1.07 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time.

Section 1.08 Deliveries. Notwithstanding anything herein to the contrary, whenever any document, agreement, payment or other item is required by any Loan Document to be delivered, made or completed on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day.

Section 1.09 Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

Section 1.10 Currency Generally. For purposes of determining compliance with Sections 6.01, 6.02, 6.03, 6.04, 6.05, 0, 6.07, or 6.09, with respect to any Indebtedness, Liens, Investments, liquidations, dissolutions, mergers, amalgamations, consolidations, Asset Sales or other dispositions, Dividends, affiliate transactions or Restricted Debt Payments in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time Holdings or one of its Restricted Subsidiaries shall incur, enter into, make or acquire such Indebtedness, Liens, Investments, liquidations, dissolutions, mergers, amalgamations, consolidations, Asset Sales or other dispositions, Dividends, affiliate transactions or Restricted Debt Payments (so long as, at the time of incurring, entering into, making or acquiring such Indebtedness, Liens, Investments, liquidations, dissolutions, mergers, amalgamations, consolidations, Asset Sales or other

dispositions, Dividends, affiliate transactions or Restricted Debt Payments, such transaction was permitted hereunder) and once incurred, entered into, made or acquired, the amount of such Indebtedness, Liens, Investments, liquidations, dissolutions, mergers, amalgamations, consolidations, Asset Sales or other dispositions, Dividends, affiliate transactions or Restricted Debt Payments, shall be always deemed to be at the dollar equivalent amount on such date, regardless of later changes in currency exchange rates.

Section 1.11 [Reserved].

Section 1.12 [Reserved].

Section 1.13 Cashless Rollover. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any DIP Creditor replaces or refinances, any of its then-existing Loans or Notes with loans or notes incurred under a new credit facility to the extent such replacement or refinancing is effected by means of a "cashless roll" by such DIP Creditor, such replacement or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in immediately available funds", "in cash" or any other similar requirement.

Section 1.14 Currency Translation.

(a) For purposes of determining compliance as of any date after the Closing Date with Sections **5.10**, **6.01**, **6.02**, **6.03**, **6.04**, **6.05**, **0**, **6.07**, 6.08 and **6.09**, or, for any other specified purpose hereunder, amounts incurred (or first committed, in the case of revolving credit debt), distributed, paid, invested or outstanding in currencies other than Dollars shall be translated into Dollars at the exchange rates in effect on such date, as such exchange rates shall be determined in good faith by the Company by reference to customary indices.

(b) For purposes of determining compliance with **Section** 3.04 and **Section** 5.01(a) and **Section** 5.01(b), if Indebtedness is incurred or a Lien is granted to extend, replace, refund, refinance, renew or defease other Indebtedness (secured or otherwise) denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable 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 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 amount of any premium paid, and fees and expenses incurred, in connection with such extension, replacement, refunding refinancing, renewal or defeasance (including any fees and original issue discount incurred in respect of such resulting Indebtedness).

(c) [Reserved].

(d) [Reserved].

(e) [Reserved].

(f) [Reserved].

(g) [Reserved].

Section 1.15 Rates. The Administrative Agent does not warrant or accept any 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 Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, or any other Benchmark, 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, Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of Alternate Base Rate or a Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Company. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain Alternate Base Rate, any Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Company, any DIP Creditor 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. Under no circumstances will the Administrative Agent be responsible for selecting or determining any Benchmark Replacement if Term SOFR or any other Benchmark will no longer be available past the Benchmark Replacement Date, or monitoring the occurrence of any Benchmark Replacement Date or Benchmark Transition Date, or determining any amendments or Conforming Changes to implement any Benchmark Replacement. In the case of a Benchmark Transition Event, the Required DIP Creditors will select the Benchmark Replacement and any Benchmark Replacement Adjustment in consultation with the Borrower prior to the Benchmark Replacement Date and in consultation with the Administrative Agent, ensuring that the Administrative Agent will be able to meet its obligations and requirements under this Agreement with respect to the Benchmark Replacement replacing the applicable Benchmark. No such replacement (including any Conforming Changes to any Loan Document) shall affect the Administrative Agent's own rights, duties or immunities under the Loan Documents or otherwise.

Section 1.16 [Reserved].

Section 1.17 Authorization. Each party to this Agreement granting an authorization or power of attorney to any other person (for the purpose of this Section 1.17, the "**Authorized Person**") under this Agreement or any other Loan Document hereby releases, to the extent legally possible, such other person from any restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) and the Authorized Person may release, to the extent legally possible, any person that it sub-authorises or grants a sub-power of attorney from the same restrictions. Any party prevented by applicable law or its constitutional documents to grant the release from the restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) shall notify the relevant Authorized Person without undue delay.

Section 1.18 Quebec Interpretation. For purposes of the interpretation or construction of this Agreement pursuant to the laws of the Province of Quebec, for purposes of any Collateral located in the Province of Quebec or charged by any Canadian Security Document governed by the laws of the Province of Quebec and for all other purposes pursuant to which the interpretation or construction of any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include

"incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", a "reservation of ownership", "prior claim" and a "resolutory clause," (f) all references to filing, registering or recording under the PPSA or the UCC shall be deemed to include publication under the Civil Code of Québec, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to an "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary," (k) "construction liens" shall be deemed to include "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall be deemed to include "solidary" and "jointly and severally" shall be deemed to include "solidarily" (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary", (o) "legal title" shall be deemed to include "holding title on behalf of an owner as mandatary or prête-nom", (p) "easement" shall be deemed to include "servitude", (q) "priority" shall be deemed to include "prior claim" or "rank", as applicable, (r) "survey" shall be deemed to include "certificate of location and plan", (s) "fee simple title" and "fee title" shall be deemed to include "right of ownership", (t) "foreclosure" shall be deemed to include "the exercise of a hypothecary right", (u) "leasehold interest" shall be deemed to include "valid rights resulting from a lease", (v) "lease" for personal or movable property shall be deemed to include a "contract of leasing (crédit-bail)", (x) "deposit account" shall include a "financial account" as defined in Article 2713.6 of the Civil Code of Québec, and (y) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively.

Section 1.19 Authorization and Issue of Notes. The Company has authorized the issue and sale of up to $[_][2] aggregate principal amount of its Notes. The Notes shall be substantially in the form set out in Exhibit M, the terms and provisions of which shall constitute, and are hereby expressly incorporated in and made a part of this Agreement.

The terms "Note" and "Notes" as used herein shall include each Note and each Note delivered in substitution or exchange for any such Note pursuant to any such provision. Each Note will be evidenced by book-entry (which may be electronic) in the DIP Notes Creditor Register maintained by the Registrar.

ARTICLE II
THE CREDITS

Section 2.01 Commitments. Subject to the Orders and the terms and conditions herein set forth, each DIP Creditor agrees, severally and not jointly:

(a) Initial Term Loans. To make a loan to the Company on the Closing Date in Dollars in an aggregate principal amount not exceeding such DIP Creditor's Initial Term Loan Commitment (the "**Initial Term Loans**"); *provided* that it is understood and agreed that the Fronting DIP Creditor, as a DIP Creditor, shall, for the convenience of and on behalf of the applicable Fronted DIP Creditors, initially provide the Initial Term Loans on the Closing Date on behalf of such Fronted DIP Creditors and thereafter such Loans shall be assigned by the Fronting DIP Creditor to such Fronted DIP Creditors via the Interim Master Assignment Agreement in accordance with the Fronting Arrangement;

(b) [Reserved];

[2] NTD: To be confirmed after DIP solicitation

(c) Delayed Draw Term Loans. During the Delayed Draw Commitment Period, and subject to the terms and conditions set forth in Section 4.02 hereof, to make to the Company on any Delayed Draw Borrowing Date term loans denominated in Dollars in an aggregate principal amount not exceeding such Fronted DIP Creditor's Delayed Draw Term Loan Commitment as of such date (immediately prior to giving effect to the making of such term loan) (the "**Delayed Draw Term Loans**"); *provided* that it is understood and agreed that the Fronting DIP Creditor, as a DIP Creditor, shall, for the convenience of and on behalf of the applicable Fronted DIP Creditors, initially provide the Delayed Draw Term Loans on the Delayed Draw Borrowing Date on behalf of such Fronted DIP Creditors and thereafter such Loans shall be assigned by the Fronting DIP Creditor to such Fronted DIP Creditors via the Final Master Assignment Agreement in accordance with the Fronting Arrangement; *provided* further, that upon funding the Delayed Draw Term Loans on the Delayed Draw Borrowing Date, each DIP Creditor's Delayed Draw Term Loan Commitment shall automatically reduce to zero.

(d) Initial Notes.

(i) To purchase from the Company on the Closing Date notes in Dollars in an aggregate principal amount not exceeding such DIP Creditor's Initial Note Commitment (the "**Initial Notes**") sold to each such DIP Creditor; *provided* that upon the Fronting DIP Creditor's funding of the Initial Term Loans on the Closing Date, each DIP Creditor's Initial Note Commitment shall automatically reduce to zero; *provided*, *further*, the DIP Creditors' obligations to purchase Initial Notes hereunder are several and not joint obligations and no DIP Creditor shall have any liability to any Person for the performance or non-performance of any obligation by any other DIP Creditor hereunder.

(ii) It is understood and agreed that the Fronting DIP Creditor, as a DIP Creditor, shall, for the convenience of and on behalf of the applicable DIP Notes Creditors, initially fund Initial Term Loans on the Closing Date on behalf of such DIP Notes Creditors (in the amount of such DIP Notes Creditor's proposed Initial Note Commitment set forth on the Fronting Schedule) and thereafter such Initial Term Loans shall be assigned by the Fronting DIP Creditor to each DIP Notes Creditor by way of the Interim Master Assignment Agreement and, simultaneously with the effectiveness of the Interim Master Assignment Agreement, such Initial Term Loans so assigned shall automatically be exchanged into Initial Notes in the amount of each such DIP Notes Creditor's proposed Initial Note Commitment set forth on the Fronting Schedule and the Administrative Agent shall update the DIP Term Loan Credit Register and the DIP Notes Creditor Register accordingly.

(e) Delayed Draw Notes.

(i) During the Delayed Draw Commitment Period, and subject to the terms and conditions set forth in Section 4.02 hereof, to purchase from the Company on the Delayed Draw Borrowing Date, notes in Dollars in an aggregate principal amount not exceeding such DIP Creditor's Delayed Draw Note Commitment as of such date (immediately prior to giving effect to the purchase of such note) (the "**Delayed Draw Notes**"); *provided* that upon the Fronting DIP Creditor's funding of the Delayed Draw Term Loans on the Delayed Draw Borrowing Date, each DIP Creditor's Delayed Draw Note Commitment shall automatically reduce to zero; *provided*, *further*, the DIP Creditors' obligations to purchase Delayed Draw Notes hereunder are several and not joint obligations and no DIP Creditor shall have any liability to any Person for the performance or non-performance of any obligation by any other DIP Creditor hereunder.

(ii) It is understood and agreed that the Fronting DIP Creditor, as a DIP Creditor, shall, for the convenience of and on behalf of each DIP Notes Creditor, initially fund Delayed Draw Term Loans on the Delayed Draw Borrowing Date on behalf of each DIP Notes

Creditor (in the amount of each DIP Notes Creditor's proposed Delayed Draw Note Commitment set forth on the Fronting Schedule) and thereafter such Delayed Draw Term Loans shall be assigned by the Fronting DIP Creditor to each DIP Notes Creditor by way of the Final Master Assignment Agreement and, simultaneously with the effectiveness of the Final Master Assignment Agreement, such Delayed Draw Term Loans so assigned shall automatically be exchanged into Delayed Draw Notes in the amount of each such DIP Notes Creditor's proposed Delayed Draw Note Commitment set forth on the Fronting Schedule and the Administrative Agent shall update the DIP Term Loan Credit Register and the DIP Notes Creditor Register accordingly.

(f) Rolled-Up Term Loans and Notes. Subject to the terms and conditions set forth herein and the Orders, (x) in the case of the Fronted DIP Creditors to substitute certain of the outstanding Prepetition First Lien Term Loans and Prepetition First Lien Notes held by such DIP Creditor or any Approved Fund of such DIP Creditor as of the applicable Interim Roll-Up Date on a dollar-for-dollar basis for Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes, respectively, with the rights and terms set out herein (and in the Orders, which rights and terms are intended to be substantially identical as that of Prepetition First Lien Term Loans or Prepetition First Lien Notes, as applicable) by means of a "cashless roll" by each such Fronted DIP Creditor (and for the avoidance of doubt, upon such substitution and exchange with effect as of the applicable Interim Roll-Up Date, such Prepetition First Lien Term Loans or Prepetition First Lien Notes, as applicable, shall be deemed to no longer be outstanding under the Prepetition First Lien Credit Agreement or Prepetition First Lien Indenture, as applicable, and such instruments held shall be deemed to be Contingent Rolled-up Term Loans and Contingent Rolled-Up Notes, respectively, hereunder until exchanged into term loans funded (the "**Rolled-Up Term Loans**") and/or notes issued and purchased (the "**Rolled-Up Notes**") by the Fronted DIP Creditors (or any Approved Fund of such DIP Creditor), respectively, pursuant to and in accordance with clauses (v) through (ix) and (y) on or shortly after the applicable Interim Roll-Up Date and upon effectiveness of the Initial Master Assignment Agreement in accordance with clause (v) below, and shortly after the Final Roll-Up Date and upon effectiveness of the Final Master Assignment Agreement in accordance with clause (viii) below, the Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes shall be exchanged into Rolled-Up Term Loans and Rolled-Up Notes, as applicable, on the terms hereof (the exchange described in clauses (x) and (y) below, the "**Roll-Up**"), subject to the following terms:

(i) the outstanding principal amount of Prepetition First Lien Term Loans or Prepetition First Lien Notes, as applicable, held by any Fronted DIP Creditor (or any of its Approved Funds) that will be exchanged for Contingent Rolled-Up Term Loans or Contingent Rolled-Up Notes, respectively, shall be determined by the Specified Ad Hoc Group Advisors, and shall be set forth in the Rolled-Up Debt Schedule, which shall be included in Annex A hereto and delivered by the Information Agent (with consent of the Specified Ad Hoc Group Advisors) to the Administrative Agent on or prior to the applicable Interim Roll-Up Date, which determination shall be binding absent manifest error;

(ii) the aggregate outstanding principal amount of Prepetition First Lien Term Loans and Prepetition First Lien Notes, collectively and in the aggregate, that will be exchanged for Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes shall be equal to $315,000,000;

(iii) the Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes shall be allocated among the Fronted DIP Creditors (or any of their Approved Funds) based on their pro rata share of the aggregate principal amount of the Initial Term Loan, Initial Notes, Delayed Draw Term Loan Commitments and Delayed Draw Note Commitments of such Fronted DIP Creditors (or its Approved Funds), after giving deemed effect to the Fronting DIP Creditor Assignments pursuant to the Fronting Arrangement and the Fronting Schedule, as set forth for such

Fronted DIP Creditor (or its Approved Funds) in the Rolled-Up Debt Schedule (which schedule shall (x) for the purposes of calculating the allocations in this clause (iii) deem that any Delayed Draw Term Loan Commitments and Delayed Draw Note Commitments held by the Fronting DIP Creditor on behalf of the Fronted DIP Creditors (or their Approved Funds), and to be assigned following the Delayed Draw Borrowing Date pursuant to the Fronting Arrangement, are held by such Fronted DIP Creditor (or its Approved Funds) who will be receiving an assignment and, if applicable, exchange of Delayed Draw Term Loans or Delayed Draw Notes, as the case may be, upon the Delayed Draw Borrowing Date and (y) be determined by the Specified Ad Hoc Group Advisors and shall be binding absent manifest error);

(iv) the name of each Fronted DIP Creditor (or its Approved Funds) holding Prepetition First Lien Term Loans and Prepetition First Lien Notes subject to the Roll-Up and the amount of the Contingent Rolled-Up Term Loans, Contingent Rolled-Up Notes, Rolled-Up Term Loans and Rolled-Up Notes to be received by such Fronted DIP Creditor (or its Approved Funds) will be set forth on the Rolled-Up Debt Schedule (which schedule shall be determined by the Specified Ad Hoc Group Advisors and shall be binding absent manifest error);

(v) on or shortly following the applicable Interim Roll-Up Date and only so long as the Initial Master Assignment Agreement has become effective, the (a) Contingent Rolled-Up Term Loans corresponding on a dollar-for-dollar basis to the aggregate principal amounts of the funded Initial Term Loans or issued and purchased Initial Notes held by each Fronted DIP Creditor and (b) Contingent Rolled-Up Notes corresponding on a dollar-for-dollar basis to the aggregate principal amounts of the funded Initial Term Loans or issued and purchased Initial Notes held by each Fronted DIP Creditor shall, in each case, be exchanged for Rolled-Up Term Loans and Rolled-Up Notes, as applicable, and deemed to have been made and/or purchased by each such Fronted DIP Creditor (or its Approved Funds); *provided* that, upon the exchange to Rolled-Up Term Loans and Rolled-Up Notes, as applicable, pursuant to this clause (v), an equivalent aggregate amount of each Fronted DIP Creditor's (or its Approved Funds') Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes, as applicable, shall be cancelled and shall not entitle the Company to receive any cash or other consideration from any DIP Creditor (or its Approved Funds) in respect thereof;

(vi) the applicable Rolled-Up Term Loans and the Rolled-Up Notes made and/or issued to and purchased by each Fronted DIP Creditor (or its Approved Funds) in accordance with clause (v) above shall begin accruing interest, fees and other applicable amounts as of the applicable Interim Roll-Up Date;

(vii) on the date of each exchange described in clause (v) above, the Company shall cause the Information Agent (with consent of the Specified Ad Hoc Group Advisors) to deliver to the Administrative Agent an updated version of the Roll-Up Debt Schedule that, in addition to the information delivered in clause (i) above, separately reflects the allocations of Rolled-Up Term Loans, Rolled-Up Notes, Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes immediately after giving effect to each exchange described in clause (v) above, upon which the Administrative Agent shall be entitled to conclusively rely; it being understood that the Rolled-Up Debt Schedule shall include a column that identifies the applicable fund manager related to each Fronted DIP Creditor (or its Approved Funds) reflected on such schedule as holding Rolled-Up Term Loans, Rolled-Up Notes, Contingent Rolled-Up Term Loans, or Contingent Rolled-Up Notes, as applicable;

(viii) shortly following the Final Roll-Up Date and only so long as the Final Master Assignment Agreement has become effective, (a) the Contingent Rolled-Up Term Loans

held by each Fronted DIP Creditor (or its Approved Funds) shall be exchanged for Rolled-Up Term Loans on a dollar-for-dollar basis to the aggregate principal amounts of the funded Delayed Draw Term Loans or issued and purchased Delayed Draw Notes held by each Fronted DIP Creditor and (b) the Contingent Rolled-Up Notes held by each Fronted DIP Creditor (or its Approved Funds) exchanged for Rolled-Up Notes on a dollar-for-dollar basis to the aggregate principal amounts of the funded Delayed Draw Term Loans or the issued and purchased Delayed Draw Notes held by each Fronted DIP Creditor; *provided* that, upon the exchange to Rolled-Up Term Loans and Rolled-Up Notes, as applicable, pursuant to this clause (viii), an equivalent aggregate amount of each Fronted DIP Creditor's (or its Approved Funds') Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes, as applicable, shall be cancelled and shall not entitle the Company to receive any cash or other consideration from any DIP Creditor (or its Approved Funds) in respect thereof;

(ix) the Rolled-Up Term Loans and the Rolled-Up Notes deemed to have been made and/or purchased by each Fronted DIP Creditor (or its Approved Funds) in accordance with clause (viii) above shall begin accruing interest, fees and other applicable amounts as of the Final Roll-Up Date;

(x) on the date of the exchanges described in clause (viii) above, the Company shall cause the Information Agent (with consent of the Specified Ad Hoc Group Advisors) to deliver to the Administrative Agent an updated version of the Roll-Up Debt Schedule that, in addition to the information delivered in clause (vii) above, separately reflects the updated allocations of Rolled-Up Term Loans and Rolled-Up Notes (and, if applicable, any Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes) after giving effect to such exchange described in clause (viii) above, upon which the Administrative Agent shall be entitled to conclusively rely; it being understood that the Rolled-Up Debt Schedule shall include a column that identifies the applicable fund manager related to each Fronted DIP Creditor (or its Approved Funds) reflected on such schedule as holding a Rolled-Up Term Loans, Rolled-Up Notes, Contingent Rolled-Up Term Loans, or Contingent Rolled-Up Notes, as applicable;

(xi) notwithstanding that no such cash is exchanged, the Company shall owe the aggregate principal amount of the Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes and, when exchanged, the Rolled-Up Term Loans and Rolled-Up Notes to the Fronted DIP Creditors (or their Approved Funds) under this Agreement and not under the Prepetition First Lien Credit Agreement or Prepetition First Lien Indenture;

(xii) the Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes will not have voting or other rights under this Agreement, and the rights and terms of the Contingent Roll-Up Term Loans and Contingent Roll-Up Notes will governed by the Orders; *provided* that, for the avoidance of doubt, this clause (xii) shall not apply to Rolled-Up Term Loans and Rolled-Up Notes;

(xiii) it is intended that, for U.S. federal income tax purposes: (A) the substitution and exchange of the Prepetition First Lien Term Loans or Prepetition First Lien Notes, as applicable, for Contingent Rolled-Up Term Loans or Contingent Rolled-Up Notes, as applicable, shall not be treated as a "significant modification" of the First Lien Term Loans or Prepetition First Lien Notes, as applicable, within the meaning of Treasury Regulations Section 1.1001-3; and (B) the Roll-Up shall be treated as a "significant modification" of the Contingent Rolled-Up Term Loans or Contingent Rolled-Up Notes, as applicable, within the meaning of Treasury Regulations Section 1.1001-3 (clauses (A) and (B), collectively, the "**Intended Tax Treatment**"). Each Loan Party and each DIP Creditor agrees to file all tax returns in accordance with the Intended Tax

Treatment, and shall not take any position inconsistent with the Intended Tax Treatment on any tax return or in any proceeding with a taxing authority, unless otherwise required by applicable law;

(xiv) the Company and the Specified Ad Hoc Group Advisors shall deliver to the Administrative Agent written notice (upon which the Administrative Agent may conclusively rely without investigation) of the date constituting the DIP Roll-Up Initial Roll-Up Date and the DIP Roll-Up Final Roll-Up Date, and the date of the effectiveness of each exchange of Contingent Rolled-Up Term Loans or Contingent Rolled-Up Notes to Rolled-Up Term Loans and Rolled-Up Notes, as applicable;

(xv) the Administrative Agent shall be entitled to request updated schedules or additional information in connection with the Initial Term Loans, the Delayed Draw Term Loans, the Initial Notes, the Delayed Draw Notes, the Contingent Rolled-Up Term Loans, the Contingent Rolled-Up Notes, the Rolled-Up Term Loans and the Rolled-Up Notes, in each case, in form and substance reasonably satisfactory to the Administrative Agent to the extent the Administrative Agent reasonably requires such schedules or additional information in connection with its duties under the Loan Documents and, upon the Administrative Agent's reasonable request, the Company and the Specified Ad Hoc Group Advisors shall provide (or shall cause the Information Agent to provide) such updated schedules or additional information to the Administrative Agent and, to the extent not delivered, the Administrative Agent shall incur no liability as a result of the failure or delay on the part of the Company or the Specified Ad Hoc Group Advisors to provide such schedules or additional information; and

(xvi) notwithstanding anything contained herein or in any Loan Document to the contrary, the Agent Fee Letter and this Agreement (including, without limitation, all of the Agents' rights, protections, indemnities and entitlement to reimbursements and payment of fees) shall continue until the Contingent Roll-Up Term Loans and the Contingent Roll-Up Term Notes have been extinguished, notwithstanding that the discharge and/or payoff of the Initial Term Loans, Delayed Draw Term Loans, the Initial Notes and/or the Delayed Draw Notes may have occurred.

The sale and purchase of the New Money Notes to be purchased by each DIP Notes Creditor that is a Fronted DIP Creditor shall be deemed to have occurred upon each of (i) the effectiveness of the Interim Master Assignment Agreement after the Closing Date, and (ii) the effectiveness of the Final Master Assignment Agreement after the Delayed Draw Borrowing Date (each a "**Closing**"). At each Closing, the Company will cause to be registered in each DIP Notes Creditor's name on the DIP Notes Creditor Register each Initial Note or Delayed Draw Note purchased by such DIP Notes Creditor, as of the applicable Closing, against deemed delivery by such DIP Notes Creditor of the purchase price therefor, with such deemed payment satisfying such DIP Notes Creditor's payment obligation under this Section 2.01. Initial Notes and Delayed Draw Notes, as applicable, shall be evidenced solely by book-entry (which may be electronic) in the DIP Notes Creditor Register maintained by the Registrar.

Amounts paid or prepaid in respect of Term Loans and Notes may not be reborrowed. For all purposes hereunder, (a) Initial Term Loans and, once funded, Delayed Draw Term Loans constitute a single Class of New Money Term Loans, (b) Initial Notes and, once purchased, Delayed Draw Notes constitute a single Class of New Money Notes, (c) New Money Term Loans and, when exchanged, Rolled-Up Term Loans shall constitute a single Class of Term Loans and (d) New Money Notes and, when exchanged, Rolled-Up Notes shall constitute a single Class of Notes.

Section 2.02 Loans and Notes.

(a) Each Loan and purchase of a Note shall be made as part of a Borrowing consisting of Loans and/or Notes made and/or purchased, as applicable, by the applicable Fronted DIP Creditors ratably in accordance with their applicable Commitments (including the Borrowing of Rolled-Up Term Loans and Rolled-Up Notes which shall be advanced on a cashless basis in accordance with Section 2.01(f) above); *provided* that the failure of any DIP Creditor to make its Loan or purchase its Notes shall not in itself relieve any other DIP Creditor of its obligation to lend or purchase Notes hereunder (it being understood, however, that no DIP Creditor shall be responsible for the failure of any other DIP Creditor to make any Loan or purchase of Notes required to be made by such other DIP Creditor). ABR Loans and ABR Notes comprising any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of $100,000 and not less than the Minimum Borrowing Amount or (ii) equal to the remaining available balance of the applicable Commitments. Term SOFR Loans and Term SOFR Notes comprising any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of $100,000 and not less than the Minimum Borrowing Amount or (ii) equal to the remaining available balance of the applicable Commitments.

(b) Subject to Sections **2.11** and **2.12**, each Borrowing shall be comprised entirely of ABR Loans, ABR Notes, Term SOFR Loans or Term SOFR Notes as the Company may request pursuant to **Section** 2.03. More than one Borrowing may be incurred on any day, but at no time shall there be outstanding more than, in the case of Term SOFR Loans and Term SOFR Notes, ten Borrowings of each such Loans and Notes in the aggregate. For purposes of the foregoing, Borrowings having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) Each DIP Creditor shall make each New Money Loan to be made and each New Money Note to be purchased by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account as the Administrative Agent may designate not later than 1:00 p.m. New York City time, and following receipt of all funds identified in the applicable Borrowing Request, the Administrative Agent shall promptly distribute all such amounts so received to an account as directed by the Company in the applicable Borrowing Request.

(d) Unless the Administrative Agent shall have received notice from a DIP Creditor prior to the date (in the case of any Term SOFR Borrowing), and at least two (2) hours prior to the time (in the case of any ABR Borrowing), of any Borrowing that such DIP Creditor will not make available to the Administrative Agent such DIP Creditor's portion of such Borrowing, the Administrative Agent may assume that such DIP Creditor has made such portion available to the Administrative Agent at the time of such Borrowing in accordance with clause (c) above, and the Administrative Agent may, in its sole discretion and without any obligation, in reliance upon such assumption, make available to the Company on such date a corresponding amount. If the Administrative Agent shall have so made funds available, then, to the extent that such DIP Creditor shall not have made such portion available to the Administrative Agent, each of such DIP Creditor and the Company severally agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Company until the date such amount is repaid to the Administrative Agent at (i) in the case of the Company, the interest rate applicable at the time to the Loans and Notes comprising such Borrowing and (ii) in the case of such DIP Creditor, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. If such DIP Creditor shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such DIP Creditor's Loan and/or Note as part of such Borrowing for the purposes of this Agreement, and the Company's obligation to repay the Administrative Agent such corresponding amount pursuant to this **Section** 2.02(d) shall cease.

(e) Notwithstanding any other provision of this Agreement, the Company shall not 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.

(f) [Reserved].

(g) All Delayed Draw Term Loans outstanding shall constitute New Money Term Loans, and all Delayed Draw Notes outstanding shall constitute New Money Notes, respectively, for all purposes of this Agreement. The Initial Term Loans and the Delayed Draw Term Loans (if and when funded) shall have the same terms (including the same Interest Periods and Interest Payment Date) except that interest on the Delayed Draw Term Loans shall commence to accrue from the Delayed Draw Borrowing Date. The Initial Notes and the Delayed Draw Notes (if and when purchased) shall have the same terms (including the same Interest Periods and Interest Payment Date) except that interest on the Delayed Draw Notes shall commence to accrue from the Delayed Draw Borrowing Date. The Rolled-Up Term Loans (if and when converted and exchanged) and the New Money Term Loans shall have the same terms (including the same Interest Periods and Interest Payment Date) except that interest on the Rolled-Up Term Loans shall commence to accrue from the applicable Interim Roll-Up Date or the Final Roll-Up Date, as the case may be. The Rolled-Up Notes and the New Money Notes shall have the same terms (including the same Interest Periods and Interest Payment Date) except that interest on the Rolled-Up Notes shall commence to accrue from the applicable Interim Roll-Up Date or the Final Roll-Up Date, as the case may be. Notwithstanding the forgoing in this clause (g), for the period from the date of funding or purchase, or conversion or exchange, as applicable, of any Initial Term Loans, Initial Notes, Delayed Draw Term Loans, Delayed Draw Notes, Rolled-Up Term Loans or Rolled-Up Notes to the effectiveness of the exchanges described in Section 2.01(f)(viii) (such date, for purposes of this clause (g), the "**Fungibility Determination Date**"), the Initial Term Loans, Delayed Draw Term Loans and Rolled-Up Term Loans, the Initial Term Notes, the Delayed Draw Term Notes and the Rolled-Up Term Notes shall each be treated as a separate Tranche. On the Fungibility Determination Date, if the Specified Ad Hoc Group Advisors have provided written notice to Borrower and the Administrative Agent that such Loans and Notes are fungible for U.S. federal income tax purposes and the Borrower agrees with the determination in such written notice (and upon which notice the Administrative Agent may conclusively rely upon), then from and after the Fungibility Determination Date, (i) the applicable outstanding Initial Term Loans, the Delayed Draw Term Loans and the Rolled-Up Term Loans shall be deemed "fungible" or otherwise tradeable with each other and shall constitute a single Tranche hereunder, and (ii) the applicable outstanding Initial Term Notes, the Delayed Draw Term Notes and the Rolled-Up Term Notes shall be deemed "fungible" or otherwise tradeable with each other and shall constitute a single Tranche hereunder; provided that, notwithstanding the foregoing, (x) for the period from the Fungibility Determination Date to the first Interest Payment Date after the Fungibility Determination Date, the applicable outstanding Initial Term Loans, Delayed Draw Term Loans and Rolled-Up Term Loans, Initial Term Notes, Delayed Draw Term Notes and Rolled-Up Term Notes, shall continue to be treated as separate Tranches for administrative and operational purposes, and (y) as a result of the foregoing, (I) the Initial Term Loans, the Delayed Draw Term Loans and the Rolled-Up Term Loans may not be "fungible" or otherwise tradeable with each other, and (II) the Initial Term Notes, the Delayed Draw Term Notes and the Rolled-Up Term Notes, may not be "fungible" or otherwise tradeable with the each other, in each case of clauses (I) and (II), until after the first Interest Payment Date immediately following the Fungibility Determination Date.

(h) In connection with the Fronting Arrangements, the Fronting DIP Creditor shall assign any Loans held by it pursuant to a Fronting DIP Creditor Assignment to a Fronted DIP Creditor in accordance with and to the extent set forth in the allocations set forth in the Fronting Schedule, and, simultaneously with the settlement of such Fronting DIP Creditor Assignment, the Loans shall be deemed to have been exchanged into Notes as set forth in the Fronting Schedule.

Section 2.03 Borrowing Procedure. To request a Borrowing, the Company shall deliver, by hand delivery, facsimile or email, a duly completed and executed Borrowing Request to the Administrative Agent (i) in the case of a Term SOFR Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of the proposed Borrowing (or (i) such shorter time or date as may be acceptable to the Administrative Agent in its discretion or (ii) in the case of the Term SOFR Borrowing on the Closing Date, 11:00 a.m., New York City time, one (1) Business Day before the date of the proposed Borrowing) or (ii) in the case of an ABR Borrowing, not later than 12:00 noon, New York City time (or such shorter time on such Business Day as may be acceptable to the Administrative Agent in its discretion), on the Business Day prior to the proposed Borrowing. Each Borrowing Request shall be irrevocable and shall specify the following information in compliance with 0:

(a) whether the requested Borrowing is to be a Borrowing of Initial Term Loans, Initial Notes, Delayed Draw Term Loans or Delayed Draw Notes;

(b) the aggregate amount of such Borrowing;

(c) the date of such Borrowing, which shall be a Business Day;

(d) whether such Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing;

(e) in the case of a Term SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(f) the wire instructions of the account to which funds are to be disbursed; and

(g) with respect to each Credit Extension, that the conditions set forth in **Section** 4.02(b) and **Section** 4.02(c) will be satisfied or waived as of the date the requested Borrowing is made.

If no election as to the Type of Borrowing denominated in Dollars is specified, then the requested Borrowing shall be a Term SOFR Borrowing with an Interest Period of one month's duration. If the Company requests a Term SOFR Borrowing but fails to specify an Interest Period, the Company will be deemed to have specified 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 DIP Creditor of the details thereof and of the amount of such DIP Creditor's Loan to be made or Note to be purchased as part of the requested Borrowing.

Section 2.04 Evidence of Debt; Repayment of Loans and Notes.

(a) Promise to Repay. The Company unconditionally promises to pay to the Administrative Agent for the account of each DIP Creditor, the principal amount of each Term Loan and Note of such Loan DIP Creditor as provided in **Section** 2.09. All Loans shall be repaid in Dollars.

(b) DIP Creditor and Administrative Agent Records. Each DIP Creditor shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Company to such DIP Creditor resulting from each Loan made or Note purchased by such DIP Creditor from time to time, including the amounts of principal and interest payable and paid to such DIP Creditor from time to time under this Agreement. The Administrative Agent shall maintain the DIP Term Loan Register and the DIP Notes Register in accordance with the terms of this Agreement. The entries made in the accounts and registers maintained pursuant to this paragraph shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided* that the failure of any DIP Creditor or the Administrative Agent to maintain such accounts or register or any error therein shall not in any manner

affect the obligations of the Company to repay the Loans and Notes in accordance with their terms. In the event of any conflict between the records maintained by any DIP Creditor and the registers maintained by the Administrative Agent in respect of such matters, the registers of the Administrative Agent shall control in the absence of manifest error.

(c) Promissory Notes. Any DIP Creditor by written notice to the Company (with a copy to the Administrative Agent) may request that Loans or Notes of any Class made by it be evidenced by a promissory note. In such event, the Company shall prepare, execute and deliver to such DIP Creditor a Promissory Note payable to such DIP Creditor or its registered assigns, in the case of Loans, in the form of Exhibit H and, in the case of Notes, in the form of Exhibit M. Thereafter, the Loans and Notes evidenced by such Promissory Note and interest thereon shall at all times (including after assignment pursuant to **Section** 10.04) be represented by one or more Promissory Notes in such form payable to the payee named therein or its registered assigns.

Section 2.05 Fees.

(a) Backstop Premium. On the Closing Date, the Company agrees to pay (or cause to be paid) to each Backstop DIP Creditor, a backstop premium in an amount equal to 5.00% of the aggregate amount of such Backstop DIP Creditor's DIP Backstop Commitments as of the Closing Date (and immediately prior to funding) (the "**Backstop Premium**"), which shall be fully earned and fully approved upon the entry of the Interim DIP Order and paid (i) on a net basis by reducing the amount such DIP Backstop Creditor (or the Fronting DIP Creditor on its behalf) is required to fund in respect of its Initial Term Loan Commitments and Initial Note Commitments, respectively, on the Closing Date or (ii) solely to the extent the amount of the Backstop Premium such DIP Backstop Creditor is entitled to exceeds such DIP Backstop Creditor's Initial Term Loan Commitments and Initial Note Commitments as of the Closing Date, to the Administrative Agent, for the account of each applicable Backstop DIP Creditor (as determined in accordance with Schedule 2.05(a)), in cash upon the Closing Date. For the avoidance of doubt, (x) no Backstop Premium shall be payable on the Rolled-Up Term Loans or Rolled-Up Notes and (y) the Credit Parties agree that the Backstop Premium shall not be treated as earned or paid in respect of any services performed by the Backstop DIP Creditors for U.S. federal, and applicable state and local, income tax purposes. The Credit Parties and the Backstop DIP Creditors shall file all tax returns consistent with, and take no position inconsistent with, the foregoing tax treatment (whether in any audit, tax return or otherwise), unless required to do so by applicable law.

(b) Administrative Agent Fees and Collateral Agent Fees. The Company agrees to pay to the Agents, for their own account, the fees and other amounts set forth in the Agent Fee Letter at the times and in the manner set forth therein.

(c) Upfront Fee. On the Closing Date, the Company shall pay (or cause to be paid) to each Fronted DIP Creditor, an upfront fee in an amount equal to 2.50% of all outstanding New Money Term Loans, New Money Notes and Commitments in respect thereof, in each case, of such Fronted DIP Creditor after giving deemed effect to the Fronting Assignments pursuant to the Fronting Arrangement, which shall be fully earned and fully approved upon the entry of the Interim DIP Order and paid on a net basis by reducing the amount otherwise such Fronted DIP Creditor (or the Fronting DIP Creditor on its behalf) is required to fund or purchase in respect of its Initial Term Loan Commitments and Initial Note Commitments, respectively upon the Closing Date (the "**Upfront Fee**").

(d) Exit Fee. The Company shall pay (or cause to be paid) to the Administrative Agent, for the ratable account of each DIP Creditor, an exit premium equal to 2.25% of such DIP Creditor's New Money Term Loans and New Money Notes actually funded (the "**Exit Fee**"). The Exit Fee shall be fully earned on the date each such Borrowing is funded and shall be payable in cash on the Plan Effective Date;

provided, that upon any earlier prepayment, repayment or termination of New Money Term Loans, New Money Notes and/or Commitments in respect thereof (other than terminations resulting solely from Borrowings hereunder), the proportionate share of the Exit Fee attributable to the amounts so prepaid, repaid or terminated shall be payable on the date of such prepayment, repayment or termination, with the balance payable on the Plan Effective Date.

(e) [Reserved].

(f) Fees Generally. All Fees shall be paid on the dates due, in Dollars in immediately available funds to the Administrative Agent for distribution as directed by the Borrower or any funds flow memorandum provided to the Administrative Agent (upon which direction or funds flow memorandum the Administrative Agent may conclusively rely), if and as appropriate, among the applicable DIP Creditors, unless otherwise provided for to the contrary in this Section 2.05. Once paid when due and payable, none of the Fees shall be refundable under any circumstances.

(g) [Reserved].

Section 2.06 Interest on Loans and Notes.

(a) ABR Loans and Notes. Subject to the provisions of **Section** 2.06(e), the Loans and Notes comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin in effect from time to time.

(b) [Reserved].

(c) Term SOFR Loans and Notes. Subject to the provisions of **Section** 2.06(e), the Loans and Notes comprising each Term SOFR Borrowing shall bear interest at a rate per annum equal to the applicable Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Margin in effect from time to time.

(d) Contingent Rolled-Up Debt.

(i) Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes may bear interest on the outstanding principal amount hereof as set forth in the Orders. The payment of any interest on Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes shall be paid by the Administrative Agent to each Lender as directed by the Ad Hoc Group Advisors.

(e) Default Rate. Notwithstanding the foregoing, upon the occurrence and during the existence of an Event of Default, the Obligations shall bear interest, at a *per annum* rate equal to (i) in the case of principal on any Loan and/or Note, 2.00% plus the rate otherwise applicable to such Loan and/or Note as provided in **Section** 2.06(a) or Section 2.06(c), as applicable, or (ii) in the case of any other such Obligations, 2.00% plus the rate applicable to ABR Loans or ABR Notes as provided in **Section** 2.06(a) (in either case, the "**Default Rate**").

(f) Interest Payment Dates. Subject to Section 2.06(i), accrued interest on each Loan or Note shall be payable in arrears on each Interest Payment Date for such Loan or Note in cash in Dollars; *provided* that (i) additional interest accrued pursuant to **Section** 2.06(e) shall be payable on written demand, (ii) in the event of any repayment or prepayment of any Loan or Note, 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 Term SOFR Loan or Term SOFR Note prior to the end of the current Interest

Period therefor, accrued interest on such Loan or Note shall be payable on the effective date of such conversion.

(g) Interest Calculation. All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Base Rate in clause (a) of the definition of "Alternate Base Rate" shall be computed on the basis of a year of 365 days (or 366 days in a leap year, if applicable), 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 Adjusted Term SOFR shall be determined by the Administrative Agent in accordance with the provisions of this Agreement and such determination shall be deemed presumptively correct absent manifest error.

(h) Initial Benchmark Conforming Changes. In connection with the use or administration of the Term SOFR Reference Rate or any other Benchmark, the Administrative Agent (at the direction of the Required DIP Creditors (in consultation with the Company)) will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; *provided* that any such Conforming Changes shall, unless otherwise determined by the Company, be made in a manner that is intended to comply with the terms of United States Treasury Regulations Section 1.1001-6 so as not to be treated as a "modification" (and therefor an exchange) of any Loans or Notes for purposes of Treasury Regulations Section 1.1001-3. The Administrative Agent will promptly notify the Company and the DIP Creditors of the effectiveness of any Conforming Changes in connection with the use or administration of any Benchmark.

(i) PIK Interest. Notwithstanding anything herein to the contrary, during any PIK Election Period, interest accrued on the Loans and Notes during the applicable PIK Election Period in an amount equal to the PIK Amount shall be paid in kind and automatically capitalized and added to the outstanding principal amount of the applicable Loans and Notes on each Interest Payment Date, and shall thereafter constitute principal of the applicable Loans and Notes for all purposes of this Agreement.

Section 2.07 Termination and Reduction of Commitment.

(a) Termination of Commitments. The (i) Initial Term Loan Commitments shall automatically terminate upon the funding of the Initial Term Loans, (ii) Delayed Draw Term Loan Commitments shall automatically terminate upon the funding of the Delayed Draw Term Loans on the Delayed Draw Borrowing Date, (iii) Initial Note Commitments shall automatically terminate upon the purchase of the Initial Notes and (iv) Delayed Draw Note Commitments shall automatically terminate upon the purchase of the Delayed Draw Notes on the Delayed Draw Borrowing Date.

(b) [Reserved].

(c) [Reserved].

Section 2.08 Interest Elections.

(a) Generally. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Company may elect to convert such Borrowing to a different Type (i.e., from ABR Loans to Term SOFR Loans, or from Term SOFR Loans to ABR Loans) or to continue such Borrowing and, in the case of a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this **Section** 2.08. The Company 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 DIP Creditors holding the Loans and/or Notes comprising such Borrowing, and the Loans and/or Notes comprising each such portion shall be considered a separate Borrowing.

(b) Interest Election Notice. To make an election pursuant to this Section, the Company shall deliver, by hand delivery, facsimile or email, a duly completed and executed Interest Election Request to the Administrative Agent not later than the time that a Borrowing Request would be required under **Section** 2.03 if the Company were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each Interest Election Request shall be irrevocable. Each Interest Election Request shall specify the following information in compliance with **0**:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, or if outstanding Borrowings are being combined, allocation to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below, as applicable, 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 Term SOFR Borrowing; and

(iv) if the resulting Borrowing is a Term SOFR Borrowing, 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 Term SOFR Borrowing but does not specify an Interest Period, then the Company shall be deemed to have selected an Interest Period of one month's duration.

Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each DIP Creditor of the details thereof and of such DIP Creditor's portion of each resulting Borrowing.

(c) Automatic Continuation or Conversion. If an Interest Election Request with respect to a Term SOFR Borrowing is not timely delivered prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid or prepaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Term SOFR Borrowing with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, the Required DIP Creditors may require, by notice to the Company and the Administrative Agent, that (i) no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing, and (ii) unless repaid or prepaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.09 Repayment of Borrowings. The Company shall repay to the Administrative Agent, for the ratable account of the DIP Creditors holding then outstanding Term Loans or Notes, as applicable, all Term Loans and Notes outstanding on the Maturity Date.

Section 2.10 Optional and Mandatory Prepayments of Loans and Notes.

(a) Optional Prepayments. The Company shall have the right at any time and from time to time to prepay the Term Loans and Notes, subject to the Exit Fee and the requirements of this **Section** 2.10 and Section 2.13; *provided* that (i) each prepayment of Term SOFR Loans or Term SOFR Notes shall be in an aggregate principal amount that is an integral multiple of $100,000 and not less than $250,000 or, if less, the entire principal amount thereof then outstanding and (ii) each prepayment of ABR Loans or ABR Notes shall be in an aggregate principal amount that is an integral multiple of $100,000 and not less than $250,000 or, if less, the entire principal amount thereof then outstanding.

(b) [Reserved].

(c) Asset Sales. Not later than five (5) Business Days following the receipt of any Net Cash Proceeds of any Asset Sale by any Group Member (other than any issuance or sale of Equity Interests to or from Holdings, the Company or a Subsidiary Guarantor), the Company shall apply an aggregate amount equal to 100% of such Net Cash Proceeds to make prepayments in accordance with **Section** 2.10(g) and **(**h); *provided*, that:

(i) prepayment shall only be required under this clause (c) to the extent the Net Cash Proceeds of any Asset Sales or series of related Asset Sales result in more than $5,000,000 in the aggregate for all such Asset Sales, Casualty Events and Extraordinary Receipts during the term of this Agreement (the "**Excess Net Cash Threshold**" and the Net Cash Proceeds in excess of the Excess Net Cash Threshold, regardless of whether in respect of an Asset Sale, Casualty Event or Extraordinary Receipts, the "**Excess Net Cash Proceeds**");

(ii) such proceeds with respect to any such Asset Sale shall not be required to be so applied on such date (i) to the extent that such proceeds received will be applied, reinvested or otherwise used pursuant to, and as expressly set forth in the Approved Budget (including pursuant to an Approved Budget for a future period), subject to any permitted variance described in Section 6.18 or (ii) with the consent of the Required DIP Creditors (acting in their sole discretion, which consent may be communicated by email from counsel);

(iii) if all or any portion of such Excess Net Cash Proceeds that are the subject of clause (ii) immediately above, as of the Maturity Date, is not applied, reinvested or otherwise used pursuant to the requirements in clause (ii) immediately above, 100% of such unused portion shall be paid to the Administrative Agent and applied in accordance with Section 8.02; and

(iv) any such proceeds required to be prepaid pursuant to this Section 2.10(c) shall be subject to and subordinate to the Carve Out in all respects.

(d) Debt Issuance. Substantially concurrently with the receipt of any Net Cash Proceeds of any Debt Issuance by any Group Member, the Company shall make prepayments in accordance with **Section** 2.10(g), (h), (i) and **2.14**(b) in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(e) Casualty Events. Not later than five (5) Business Days following the receipt of any Net Cash Proceeds from a Casualty Event by any Group Member, the Company shall apply an amount equal to 100% of such Net Cash Proceeds to make prepayments in accordance with **Section** 2.10(g) and **(**h); *provided*, that:

(i) such Net Cash Proceeds shall only be required to be so applied on such date to the extent that the Net Cash Proceeds of a Casualty Event are Excess Net Cash Proceeds;

(ii) in the event that such Net Cash Proceeds in respect of such Casualty Event are Excess Net Cash Proceeds, such proceeds with respect to any such Casualty Event shall not be required to be so applied on such date (i) to the extent that such proceeds received will be applied, reinvested or otherwise used pursuant to, and as expressly set forth in the Approved Budget (including pursuant to an Approved Budget for a future period), subject to any permitted variance described in Section 6.18 or (ii) with the consent of the Required DIP Creditors (acting in their sole discretion, which consent may be communicated by email from counsel);

(iii) if all or any portion of such Net Cash Proceeds that are the subject of clause (ii) immediately above, as of the Maturity Date, is not applied, reinvested or otherwise used pursuant to the requirements in clause (ii) immediately above, 100% of such unused portion shall be paid to the Administrative Agent and applied in accordance with Section 8.02; and

(iv) any such proceeds required to be prepaid pursuant to this Section 2.10(e) shall be subject to and subordinate to the Carve Out in all respects.

(f) Extraordinary Receipts. Not later than five (5) Business Days following the receipt of Net Cash Proceeds in respect of Extraordinary Receipts that are Excess Net Cash Proceeds, the Company shall apply an amount equal to 100% of the Net Cash Proceeds received with respect thereto in excess of such threshold to prepay outstanding Term Loans and Notes; *provided* that no such prepayment shall be required under this clause (f) if the Net Cash Proceeds received will be applied, reinvested or otherwise used (i) pursuant to, and as expressly set forth in, the Approved Budget (including pursuant to an Approved Budget for a future period), subject to any permitted variance described in Section 6.18 or (ii) with consent of the Required DIP Creditors (acting in their sole discretion, which consent may be communicated by email from counsel).

Notwithstanding the foregoing, mandatory prepayments made pursuant to clauses (c), (e) and (f) above by or with respect to Foreign Subsidiaries shall be limited to the extent that the Company and the Required DIP Creditors reasonably determines that such prepayment or the obligation to make such prepayment could reasonably be expected to result in materially adverse Tax consequences or materially adverse regulatory consequences to Holdings or its Restricted Subsidiaries or to any direct or indirect parent of Holdings on account of its direct or indirect ownership of Holdings and its Restricted Subsidiaries (including the imposition of any material withholding Tax) related to the distribution or repatriation of funds or could reasonably be expected to be prohibited, restricted or delayed by applicable law. All prepayments referred to in clauses (c), (e) and (f) above are subject to permissibility under (in the case of any such payments made by or with respect to Foreign Subsidiaries) local law (including without limitation, financial assistance, corporate benefit, thin capitalization, capital maintenance, foreign exchange controls and similar legal principles, restrictions on upstreaming of cash intra-group, and the fiduciary and statutory duties of the directors of the relevant Restricted Subsidiaries), under any applicable Organizational Documents (including as a result of minority ownership, but other than with respect to any immaterial restrictions therein), and under any other material agreements with non-Affiliate third parties to which Holdings or any of its Subsidiaries is party (so long as any such reasonably expected prohibition is not created in contemplation of such mandatory prepayment requirement). The non-application of any such prepayment amounts as a result of the foregoing provisions will not constitute a Default or an Event of Default, and such amounts shall be available for working capital purposes of Holdings and the applicable Restricted Subsidiaries as long as not required to be prepaid in accordance with the following provisions. The Borrower will undertake to use commercially reasonable efforts for a period of no greater than one year to overcome or eliminate any such restriction and/or minimize any such costs of prepayment and/or

use the other cash resources of the Company and its Restricted Subsidiaries (subject to the considerations above and as determined in the Borrower's reasonable business judgment) to make the relevant payment. If at any time within one year of a mandatory prepayment pursuant to clauses (c), (e) or (f) being forgiven due to such restrictions, such restrictions are removed, any relevant proceeds will at the end of the then current interest period be applied in prepayment in accordance with Section 2.10(g). Notwithstanding the foregoing, any prepayments made after application of the above provision shall be net of any costs, expenses or Taxes incurred by the Company or any of its Subsidiaries and arising as a result of compliance with the preceding sentence.

(g) Application of Prepayments. Prior to any optional or mandatory prepayment hereunder, the Company shall provide a notice of such prepayment pursuant to Section 2.10(h), subject to the provisions of this **Section** 2.10(g). Any optional or mandatory prepayments pursuant to Section 2.10(a), Section 2.10(c), (d), (e) and (f) shall be applied *pro rata* amongst the Term Loans and Notes then outstanding until such Term Loans and Notes are repaid in full and, within each Tranche, *first*, to accrued interest and fees with respect to Term Loans and Notes being prepaid and *second*, to reduce the remaining outstanding principal amounts of the Loans and the Notes; *provided* that for the avoidance of doubt, no amounts shall be applied to prepay the Contingent Rolled-Up Term Loans or Contingent Rolled-Up Notes. Amounts to be applied pursuant to **Section** 2.10(g) to the prepayment of Loans and Notes shall be applied, first to reduce outstanding ABR Loans and ABR Notes, if any. Any amounts remaining after each such application shall be applied to prepay Term SOFR Loans and Term SOFR Notes. Notwithstanding the foregoing, if the amount of any prepayment of Loans or Notes required under this **Section** 2.10 shall be in excess of the amount of the ABR Loans and ABR Notes within the applicable Tranche at the time outstanding (an "**Excess Amount**"), the portion of the amount of such prepayment as is equal to the amount of such outstanding ABR Loans and ABR Notes within the applicable Tranche shall be immediately prepaid and the Excess Amount shall be applied immediately to prepay Term SOFR Loans and Term SOFR Notes within the applicable Tranche, together with any amounts owing to the DIP Creditors under Section 2.05 and Section 2.13.

(h) Notice of Prepayment. The Company shall notify the Administrative Agent by written notice in substantially the form attached as Exhibit C-2 of any prepayment hereunder (i) in the case of prepayment of a Term SOFR Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of prepayment (or such shorter time and date as may be agreed upon by the Administrative Agent in its sole discretion) or (ii) in the case of prepayment of an ABR Borrowing, not later than 1:00 p.m., New York City time, one (1) Business Day before the date of prepayment (or such shorter time as may be agreed upon by the Administrative Agent in its sole discretion). Each such notice shall be irrevocable; *provided* that a notice of an optional prepayment pursuant to **Section** 2.10(a) delivered by the Company may state that such notice is conditioned upon the effectiveness of any other event specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Each such notice shall specify the Borrowing to be repaid, the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment. Promptly following receipt of any such notice, the Administrative Agent shall advise the DIP Creditors of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of a Credit Extension of the same Type as provided in **0**, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably in accordance with this **Section** 2.10. Prepayments shall be accompanied by accrued interest to the extent required by **Section** 2.06. Notwithstanding the foregoing, each DIP Creditor may reject all or a portion of its *pro rata* share of any mandatory prepayment (such lender, a "**Declining DIP Creditor**" and such declined amounts, the "**Declined Proceeds**") of Term Loans and Notes required to be made pursuant to clauses (c), (d), (e) and (f) of this **Section** 2.10 by providing written notice (each, a "**Rejection Notice**") to the Administrative

Agent and the Company no later than 5:00 p.m. one Business Day prior to such prepayment. Each Rejection Notice from a given DIP Creditor shall specify the principal amount of the mandatory prepayment of Term Loans and Notes to be rejected by such DIP Creditor. If a DIP Creditor fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans and Notes to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory repayment of Term Loans and Notes. Any Declined Proceeds shall be offered, (A) *first*, to DIP Creditors that are not Declining DIP Creditors on a *pro rata* basis to prepay the Term Loans and Notes held by such DIP Creditors that are not Declining DIP Creditors and (B) *thereafter*, any Declined Proceeds remaining may be retained by the Company, and, in the case of each of clause (A), *first*, to accrued interest and fees with respect to Term Loans and Notes being prepaid and *second*, to reduce the remaining outstanding principal amounts of the Loans and the Notes; *provided* that for the avoidance of doubt, no Declined Proceeds shall be applied to prepay the Contingent Rolled-Up Term Loans or Contingent Rolled-Up Notes.

(i) [Reserved].

Section 2.11 Alternate Rate of Interest. (a) Subject to Section 2.11(c), if prior to the commencement of any Interest Period for a Term SOFR Borrowing:

(i) the Administrative Agent or the Required DIP Creditors determines in good faith and in its reasonable discretion (which determination shall be deemed presumptively correct absent manifest error) that adequate and reasonable means do not exist for ascertaining Adjusted Term SOFR for such Interest Period; or

(ii) the Required DIP Creditors determine in good faith and in its reasonable discretion that Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such DIP Creditors of making or maintaining their Loans and Notes included in such Borrowing for such Interest Period;

then the Administrative Agent (in the case of clause (ii) above, acting at the direction of the Required DIP Creditors) shall give written notice thereof to the Company and the DIP Creditors as promptly as practicable thereafter and, until the Administrative Agent (acting at the direction of the Required DIP Creditors) notifies the Company and the DIP Creditors that the circumstances giving rise to such notice no longer exist, (i) if any Interest Election Request requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term SOFR Borrowing, such Borrowing shall be made as an ABR Borrowing and (ii) if any Borrowing Request requests a Term SOFR Borrowing, such Borrowing Request shall be ineffective; *provided* that the Company may revoke any such Borrowing Request (without penalty) prior to such Borrowing upon written notice to the Administrative Agent.

(b) [Reserved].

(c)

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event with respect to any Benchmark and its related Benchmark Replacement Date have occurred prior to any setting of such Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) 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 (b) 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 applicable Class of DIP Creditors 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 DIP Creditors comprising the Required DIP Creditors of such Class (determined as if such Class were the only Class outstanding under this Agreement). If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis unless otherwise elected by the Company and the Administrative Agent (acting at the direction of the Required DIP Creditors). No Hedging Agreement shall be deemed to be a "Loan Document" for purposes of this ***Section*** 2.11(c).

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent (acting at the direction of the Required DIP Creditors, in consultation with the Company) will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; *provided* that any such Conforming Changes shall, unless otherwise determined by the Company, be made in a manner that is intended to comply with the terms of United States Treasury Regulations Section 1.1001-6 so as not to be treated as a "modification" (and therefor an exchange) of any Loans or Notes for purposes of Treasury Regulations Section 1.1001-3.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Company and the applicable Class DIP Creditors of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Company of the removal or reinstatement of any tenor of a Benchmark pursuant to ***Section*** 2.11(c). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any DIP Creditor (or group of DIP Creditors) pursuant to this ***Section*** 2.11(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action 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*** 2.11(c).

(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 any 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 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, then the Required DIP Creditors 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

or non-representative 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 for a Benchmark (including a Benchmark Replacement), then the Required DIP Creditors 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. The Required DIP Creditors shall notify the Administrative Agent of any such modification.

(v) Benchmark Unavailability Period. Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, (i) in the case of any request for any affected Term SOFR Borrowing, if applicable, the Company will be deemed to have converted any such request into a request for an ABR Borrowing or conversion to ABR Loans or ABR Notes, as applicable, in the amount specified therein (ii)(A) any outstanding affected Term SOFR Loans or Term SOFR Notes, if applicable, will be deemed to have been converted into ABR Loans or ABR Notes, as applicable, at the end of the applicable Interest Period. Upon any such prepayment or conversion, the Company shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.13. During a Benchmark Unavailability Period with respect to any Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon the then-current Benchmark that is the subject of such Benchmark Unavailability Period or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

Section 2.12 Yield Protection.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in, by any DIP Creditor;

(ii) subject the Administrative Agent or any DIP Creditor to any Tax of any kind whatsoever (except for Indemnified Taxes and any Excluded Tax) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or change the basis of taxation of payments to such Administrative Agent or DIP Creditor in respect thereof; or

(iii) impose on any DIP Creditor any other condition, cost or expense affecting this Agreement made by such DIP Creditor;

and the result of any of the foregoing shall be to increase the cost to such DIP Creditor of making, converting or maintaining any Loan or Notes (or of maintaining its obligation to make any such Loan or purchase such Notes), or to reduce the amount of any sum received or receivable by the Administrative Agent or such DIP Creditor hereunder (whether of principal, interest or any other amount), then, upon written request of the Administrative Agent or such DIP Creditor, as applicable, the Company will pay to the Administrative Agent or such DIP Creditor, as the case may be, such additional amount or amounts as will compensate the Administrative Agent or such DIP Creditor, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any DIP Creditor determines (in good faith, in its reasonable discretion) that any Change in Law affecting such DIP Creditor or any lending office of such

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

(c) Certificates for Reimbursement. A certificate of the Administrative Agent or a DIP Creditor setting forth the amount or amounts necessary to compensate the Administrative Agent or such DIP Creditor or its holding company, as the case may be, as specified in clause (a) or (b) of this **Section** 2.12, and setting forth in reasonable detail the calculation of the amount owed and the basis for the claim shall be delivered to the Company and shall be deemed presumptively correct absent manifest error. The Company shall pay the Administrative Agent or such DIP Creditor, as the case may be, the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any DIP Creditor to demand compensation pursuant to this **Section** 2.12 shall not constitute a waiver of such DIP Creditor's right to demand such compensation; *provided* that the Company shall not be required to compensate a DIP Creditor pursuant to this **Section** 2.12 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such DIP Creditor notifies the Company of the Change in Law giving rise to such increased costs or reductions pursuant to the certificate to be delivered in clause (c) above and of such DIP Creditor's intention to claim compensation therefor (except 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 2.13 Funding Losses. Upon demand of any DIP Creditor (with a copy to the Administrative Agent) from time to time, the Company shall promptly compensate such DIP Creditor for and hold such DIP Creditor harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Term SOFR Loan or Term SOFR Note on a day other than the last day of the Interest Period for such Loan or Note, as applicable; or

(b) any failure by the Company (for a reason other than the failure of such DIP Creditor to make a Loan or purchase a Note) to prepay, borrow, continue or convert any Loan or Note (other than an ABR Loan or ABR Note) on the date or in the amount notified by the Company including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or Note or from fees payable to terminate the deposits from which such funds were obtained.

Section 2.14 Payments Generally; Pro Rata Treatment; Sharing of Setoffs

(a) Payments Generally. The Company shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or of amounts payable under Sections **2.12**, 2.13, **2.15** or **10.03**, or otherwise) on or before the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 12:00 p.m., New York City time), on the date when due, in immediately available funds, free and clear of, and without condition or deduction for, recoupment or setoff. 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 at its Principal Office except that payments pursuant to Sections 2.05, **2.12**, 2.13, **2.15** and **10.03** shall be made directly to the persons entitled thereto and payments pursuant to other Loan Documents shall be made to the persons specified therein. 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. If any payment under any Loan Document shall be due on a day that is not a Business Day, unless specified otherwise, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in Dollars.

(b) Pro Rata Treatment.

(i) Other than as permitted by Section 2.10, ***Section*** 2.16(b), Section 8.02, ***Section*** 10.02(f) and ***Section*** 10.04, and subject to the express provisions of this Agreement which require, or permit, differing payments to be made to non-Defaulting DIP Creditors as opposed to Defaulting DIP Creditors, each payment by the Company of interest in respect of the Loans and Notes shall be applied to the amounts of such obligations owing to the DIP Creditors *pro rata* according to the respective amounts then due and owing to the DIP Creditors.

(ii) Other than as permitted by Section 2.10, Section 2.01(g), ***Section*** 2.16(b), ***Section*** 10.02(f) and ***Section*** 10.04, and subject to the express provisions of this Agreement which require, or permit, differing payments to be made to non-Defaulting DIP Creditors as opposed to Defaulting DIP Creditors, each payment by the Company on account of principal of the Term Loans and Notes shall be allocated among the DIP Creditors *pro rata* based on the principal amount of the Term Loans and Notes respectively held by the DIP Creditors.

(iii) [Reserved].

(c) Insufficient Funds. Subject to the terms of Section 8.02, if at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) *first*, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) *second*, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties. It is understood that the foregoing does not apply to any adequate protection payments under any federal, state or foreign bankruptcy, insolvency, receivership or similar proceeding, and that the Administrative Agent may, subject to any applicable federal, state or foreign bankruptcy, insolvency, receivership or similar orders, distribute any adequate protection payments it receives on behalf of the DIP Creditors to the DIP Creditors in its sole discretion (i.e., whether to pay the earliest accrued interest, all accrued interest on a *pro rata* basis or otherwise).

(d) Sharing of Setoff. Subject to the terms of Section 8.02, if any DIP Creditor shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans, Notes or other Obligations resulting in such DIP Creditor's receiving payment of a proportion of the aggregate amount of its Loans or Notes and, in each case, accrued interest thereon or other Obligations greater than its *pro rata* share thereof as provided herein (including as set forth in Section 8.02), then the DIP Creditor receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and/or Notes and such other obligations of the other DIP Creditors, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the DIP Creditors ratably in accordance with the

aggregate amount of principal of and accrued interest on their respective Loans and Notes and other amounts owing them; *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 (x) made by the Company pursuant to and in accordance with the express terms of this Agreement or (y) obtained by a DIP Creditor as consideration for the assignment of or sale of a participation in any of its Loans or Notes to any assignee or participant).

Each Credit Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Requirements of Law, that any DIP Creditor acquiring a participation pursuant to the foregoing arrangements may exercise against such Credit Party rights of setoff and counterclaim with respect to such participation as fully as if such DIP Creditor were a direct creditor of such Credit Party in the amount of such participation. If under applicable bankruptcy, insolvency or any similar law any Secured Party receives a secured claim in lieu of a setoff or counterclaim to which this Section 2.14(d) applies, such Secured Party shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights to which the Secured Party is entitled under this Section 2.14(d) to share in the benefits of the recovery of such secured claim.

(e) Company Default. Unless the Administrative Agent shall have received notice from the Company prior to the date on which any payment is due to the Administrative Agent for the account of the DIP Creditors hereunder that the Company will not make such payment, the Administrative Agent may assume that the Company has made such payment on such date in accordance herewith and may, in reliance upon such assumption but without any obligation, distribute to the DIP Creditors, as the case may be, the amount due. In such event, if the Company has not in fact made such payment, then each of the DIP Creditors severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such DIP Creditor 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 Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) Obligations of DIP Creditors Several. The obligations of the DIP Creditors hereunder to make Loans and purchase Notes, and to make payments pursuant to **Section** 10.03(c) are several and not joint. The failure of any DIP Creditor to make any Loan, purchase any Note or to make any payment under **Section** 10.03(c) on any date required hereunder shall not relieve any other DIP Creditor of its corresponding obligation to do so on such date, and no DIP Creditor shall be responsible for the failure of any other DIP Creditor to so make its Loans, purchase its Notes or to make its payment under **Section** 10.03(c).

Section 2.15 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Credit Parties hereunder or under any other Loan Document shall be made free and clear of and without reduction, deduction or withholding for any Taxes ("**Tax Withholdings**") except as required by any applicable Requirements of Law; *provided* that if any Taxes are required by any applicable Requirements of Law to be withheld or deducted in respect of any such payments by any applicable withholding agent (as determined in the good faith discretion of an applicable withholding agent), then (i) in the case of Indemnified Taxes, the sum payable by the relevant Credit Party shall be increased as

necessary so that after all such Tax Withholdings have been made (including deductions or withholdings applicable to additional sums payable under this **Section** 2.15), each Recipient receives an amount equal to the sum it would have received had no such Tax Withholdings been made (including such Tax Withholdings applicable to additional sums payable under this **Section** 2.15) (such additional sums being the "**Additional Amount**"), (ii) the applicable withholding agent shall make such Tax Withholdings, and (iii) the applicable withholding agent shall timely pay the full amount of the Tax Withholdings to the relevant Governmental Authority.

(b) Payment of Other Taxes by the Company. Without limiting the provisions of clause (a) above, the Credit Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes.

(c) Indemnification by the Company. The Credit Parties shall indemnify and hold harmless (on a joint and several basis) each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this **Section** 2.15) payable or paid by such Recipient or required to be withheld and deducted from a payment to such Recipient and 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 Company by a Recipient (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Credit Party pursuant to this **Section** 2.15 to a Governmental Authority, the Company 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 Tax Return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of DIP Creditors.

(i) Each Recipient shall deliver to the Company and to the Administrative Agent, whenever reasonably requested by the Company or the Administrative Agent, such properly completed and duly executed documentation prescribed by applicable Requirements of Law and such other reasonably requested information as will permit the Company or the Administrative Agent, as the case may be, (x) to determine whether or not any payments made under any Loan Document are subject to Tax Withholdings or information reporting requirements, (y) to determine, if applicable, the required rate of Tax Withholdings, and (z) to establish such Recipient's entitlement to any available exemption from, or reduction in the rate of, Tax Withholdings, in respect of any payments to be made to such Recipient by any Credit Party pursuant to any Loan Document or otherwise establish such Recipient's status for withholding Tax purposes in an applicable jurisdiction. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation and information (other than such documentation set forth in Section 2.15(e)Section 1.11(a)(ii)(A)(1)-(4), ***Section*** 2.15(e)(ii)(B) and ***Section*** 2.15(e)(ii)(C) below) shall not be required if in the Recipient's reasonable judgment such completion, execution or submission would subject such Recipient to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Recipient.

(ii) Without limiting the generality of the foregoing:

(A) each Foreign DIP Creditor shall deliver to the Company 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 DIP Creditor becomes a Recipient under this Agreement (and from time to time thereafter upon the request of the Company or the Administrative Agent) whichever of the following is applicable:

(1) properly completed and duly executed copies of IRS Form W-8BEN or W-8BEN-E (or any successor form) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(2) properly completed and duly executed copies of IRS Form W-8ECI or W-8EXP (or any successor form),

(3) in the case of a Foreign DIP Creditor claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-1 to the effect that such DIP Creditor is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Company within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to the Company as described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) properly completed and duly executed copies of IRS Form W-8BEN or W-8BEN-E (or any successor form),

(4) to the extent a Foreign DIP Creditor is not the beneficial owner (for example, where the Foreign DIP Creditor is a partnership or a participating DIP Creditor granting a participation), properly completed and duly executed copies of IRS Form W-8IMY (or any successor form), accompanied by a Form W-8ECI,W-8EXP, W-8BEN, W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, Form W-9, and/or other certification documents from each beneficial owner, as applicable (*provided* that if the Foreign DIP Creditor is a partnership for U.S. federal income tax purposes and one or more direct or indirect partners are claiming the portfolio interest exemption, the U.S. Tax Compliance Certificate substantially in the form of Exhibit K-4 may be provided by such Foreign DIP Creditor on behalf of such direct or indirect partners), or

(5) any other form 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 Company and the Administrative Agent to determine any withholding or deduction required to be made;

(B) each Recipient that is not a Foreign DIP Creditor shall deliver to the Company and the Administrative Agent on or prior to the date on which such DIP Creditor becomes a Recipient under this Agreement (and from time to time thereafter upon the request of the Company or the Administrative Agent) two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) certifying that such Recipient is exempt from United States federal backup withholding;

(C) if a payment made to a Recipient under any Loan Document would be subject to 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 Company 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 Company 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 Company or the Administrative Agent as may be necessary for the Company 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 or to determine the amount (if any) to deduct and withhold from such payment. Solely for purposes of this clause (C), "FATCA" shall include any amendments made to FATCA after the date of this Agreement;

(D) each Agent that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Company two properly completed and duly signed copies of IRS Form W-9, certifying that such Agent is exempt from federal backup withholding and each Agent that is not a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Company two properly completed and duly signed originals of IRS Form W-8ECI;

(E) notwithstanding any other provision of this Section 2.15(e), a Recipient shall not be required to deliver any documentation or information that such Recipient is not legally eligible to deliver; and

(F) each such Recipient shall, from time to time after the initial delivery by such Recipient of any form or certificate, whenever a lapse in time or change in such Recipient's circumstances renders such form or certificate (including any specific form or certificate required in this Section 2.15(e)) so delivered obsolete, expired or inaccurate in any material respect, promptly (i) update such form or certificate or (ii) notify the Company and the Administrative Agent in writing of its legal ineligibility to do so.

(f) Treatment of Certain Refunds. If the Administrative Agent or a DIP Creditor determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by the Credit Parties or on account of which the Credit Parties have paid Additional Amounts pursuant to this **Section** 2.15, it shall pay to the Credit Parties an amount equal to such refund (but only to the extent of indemnity payments made, or Additional Amounts paid, by the Credit Parties under this Section with respect to the Indemnified Taxes giving rise to such refund), net of any Taxes thereon and of all out-of-pocket expenses of the Administrative Agent or such DIP Creditor, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Credit Parties, upon the request of the Administrative Agent or such DIP Creditor, agree to repay any such amount paid over to the Credit Parties to the Administrative Agent or such DIP Creditor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event the Administrative Agent or such DIP Creditor is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (f), in no event will the Administrative Agent or a DIP Creditor be required to pay any amount to the Credit Parties pursuant to this clause (f), the payment of which would place the Administrative Agent or a DIP Creditor, as applicable, in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification (or the payment of Additional Amounts) and giving rise to such refund had not been deducted, withheld or imposed and the indemnification payments (or Additional Amounts) with

respect to such Tax had never been paid. This clause (f) shall not be construed to require any Recipient to make available its tax returns (or any other information relating to Taxes that it deems confidential) to the Company or any other person.

(g) Survival. The obligations of the Credit Parties under this **Section** 2.15 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a DIP Creditor, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document. For purposes of this **Section** 2.15, any payments by the Administrative Agent to a DIP Creditor of any amounts received by the Administrative Agent from any Credit Party on behalf of such DIP Creditor shall be treated as a payment from such Credit Party to such DIP Creditor.

(h) Defined Terms. For the avoidance of doubt, for the purposes of this **Section** 2.15, the term "Requirements of Law" shall include FATCA.

Section 2.16 Mitigation Obligations; Replacement of DIP Creditors.

(a) Designation of a Different Lending Office. If any DIP Creditor requests compensation under **Section** 2.12 or requires the Company to pay any Additional Amount to any DIP Creditor or any Governmental Authority (other than with respect to Other Taxes) for the account of any DIP Creditor pursuant to **Section** 2.15, or if any event gives rise to the operation of **Section** 2.26, then, in each such case, such DIP Creditor shall (at the request of the Company) use reasonable efforts to designate a different lending office for funding/purchasing or booking its Loans or Notes hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates or to file any certificate or document reasonably required by the Company, if, in the reasonable judgment of such DIP Creditor, such designation or assignment or filing (i) would eliminate or reduce amounts payable pursuant to **Section** 2.12 or **2.15**, or avoid the consequences of the event giving rise to the operation of **Section** 2.26, as the case may be, in the future and (ii) would not subject such DIP Creditor to any unreimbursed cost or expense and would not otherwise be disadvantageous to such DIP Creditor in any material respect. The Company hereby agrees to pay all reasonable and out-of-pocket costs and expenses incurred by any DIP Creditor in connection with any such designation or assignment. A certificate setting forth in reasonable detail the calculation of such costs and expenses submitted by such DIP Creditor to the Company shall be deemed presumptively correct absent manifest error.

(b) Replacement of DIP Creditors. If (v) any DIP Creditor requests compensation under **Section** 2.12, (w) any DIP Creditor is affected in the manner described in **Section** 2.26 and as a result thereof any of the actions described in such Section is required to be taken, (x) the Company is required to pay any Additional Amount to any DIP Creditor or any Governmental Authority for the account of any DIP Creditor pursuant to **Section** 2.15, and such DIP Creditor declined or is unable to designate a different lending office in accordance with **Section** 2.16(a), (y) any DIP Creditor is a Defaulting DIP Creditor or (z) the Company exercises its replacement rights under **Section** 10.02(f), then the Company may, at its sole expense and effort and option, upon notice to such DIP Creditor and the Administrative Agent, (A) require such DIP Creditor to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section** 10.04), all of its interests, rights (other than its existing rights to payments pursuant to **Section** 2.12 or **2.15** arising with respect to any period prior to such assignment) and obligations under this Agreement and the other Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another DIP Creditor, if a DIP Creditor accepts such assignment), (B) pay off in full all of the Loans and Notes and any other Obligations owed to such DIP Creditor or (C) if applicable, terminate such DIP Creditor's Commitments; *provided* that:

(i) unless waived by the Administrative Agent, the Company shall have paid to the Administrative Agent the processing and recordation fee specified in ***Section*** 10.04(b), if any;

(ii) such DIP Creditor shall have received payment of an amount equal to the outstanding principal of its Loans and Notes, and in each case, accrued interest thereon, accrued fees and all other amounts (including any applicable fee pursuant to Section 2.05) payable to it hereunder and under the other Loan Documents (including any amounts under Sections ***2.12*** and ***2.15***, assuming for this purpose (in the case of a DIP Creditor being replaced as the result of a claim or payment under Sections ***2.12*** or ***2.15***) that the Loans and Notes of such DIP Creditor were being prepaid) from the assignee or the Company;

(iii) in the case of any such assignment resulting from a claim for compensation under ***Section*** 2.12 or payments required to be made pursuant to ***Section*** 2.15, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable Requirements of Law.

Each DIP Creditor agrees that, if the Company elects to replace such DIP Creditor in accordance with this Section 2.16(b), it shall promptly execute and deliver to the Administrative Agent an Assignment and Assumption to evidence the assignment and shall deliver to the Company any Promissory Note (if Promissory Notes have been issued in respect of such DIP Creditor's Loans or Notes) subject to such Assignment and Assumption; *provided* that the failure of any such DIP Creditor to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be in full force and effect and shall be recorded in the DIP Term Loan Creditor Register or DIP Notes Creditor Register, as applicable.

Section 2.17 [Reserved].

Section 2.18 [Reserved].

Section 2.19 Defaulting DIP Creditors. Notwithstanding any provision of this Agreement to the contrary, if any DIP Creditor becomes a Defaulting DIP Creditor, then the following provisions shall apply for so long as such DIP Creditor is a Defaulting DIP Creditor:

(a) That Defaulting DIP Creditor shall not be entitled to receive any fees pursuant to Section 2.05 for any period during which that DIP Creditor is a Defaulting DIP Creditor (and the Company shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting DIP Creditor);

(b) subject to the Orders, any amount payable to such Defaulting DIP Creditor hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting DIP Creditor pursuant to **Section** 2.14(d) but excluding **Section** 2.16(b)) may, in lieu of being distributed to such Defaulting DIP Creditor, be retained by the Administrative Agent in a segregated non-interest bearing account and, subject to any applicable Requirements of Law, be applied (i) *first*, to the payment of any amounts owing by such Defaulting DIP Creditor to the Agents hereunder, (ii) *second*, to the funding or purchase of any Loan and/or Note, respectively, in respect of which such Defaulting DIP Creditor has failed to fund its portion thereof as required by this Agreement, as determined by the Required DIP Creditors and the Company, (iii) *third*, if so determined by the Required DIP Creditors and the Company, held in such account as cash collateral for future funding or purchase obligations of the Defaulting DIP Creditor under this Agreement, (iv) *fourth*, *pro rata*, to the payment of

any amounts owing to the Company or the DIP Creditors as a result of any judgment of a court of competent jurisdiction obtained by the Company or any DIP Creditor against such Defaulting DIP Creditor as a result of such Defaulting DIP Creditor's breach of its obligations under this Agreement and (v) *fifth*, to such Defaulting DIP Creditor or as otherwise directed by a court of competent jurisdiction; *provided* that if such payment is (x) a prepayment of the principal amount of any Loans or Notes which a Defaulting DIP Creditor has funded or purchased, respectively, and (y) made at a time when the conditions set forth in **Section** 4.02 are satisfied, such payment shall be applied solely to prepay the Loans and Notes of all non-Defaulting DIP Creditors *pro rata* prior to being applied to the prepayment of any Loans or Notes held by any Defaulting DIP Creditor.

(c) such Defaulting DIP Creditor shall be deemed not to be a "DIP Creditor," and the amount of such Defaulting DIP Creditor's Term Loan Commitments, Term Loans, Note Commitments and Notes shall be excluded, for purposes of voting, and the calculation of voting, on any matters (including the granting of any consents or waivers) with respect to any of the Loan Documents, except as otherwise set forth in **Section** 10.02(b).

(d) [Reserved].

(e) Subject to 10.19, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting DIP Creditor arising from that DIP Creditor having become a Defaulting DIP Creditor, including any claim of a non-Defaulting DIP Creditor as a result of such non-Defaulting DIP Creditor's increased exposure following such reallocation.

The rights and remedies against a Defaulting DIP Creditor under this Section 2.19 are in addition to other rights and remedies that the Company, the Agents, and the non-Defaulting DIP Creditors may have against such Defaulting DIP Creditor. The operation of this Section 2.19 shall not be construed to relieve or excuse the performance by such Defaulting DIP Creditor or any other DIP Creditor of its duties and obligations hereunder. Any failure by a Defaulting DIP Creditor to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting DIP Creditor of this Agreement and shall entitle the Company, at its option, to arrange for a substitute DIP Creditor to replace such Defaulting DIP Creditor pursuant to Section 2.16(b). The arrangements permitted or required by this Section 2.19 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the *pro rata* sharing provisions hereof or otherwise.

Section 2.20 [Reserved].

Section 2.21 Maturity Extension.

The Company may elect to extend the Scheduled Maturity Date to a date that is no later than one (1) month following the (i) initial Scheduled Maturity Date (the "**First DIP Facility Extension Option**" and, the Scheduled Maturity Date so extended thereby, the "**First Extended Scheduled Maturity Date**") and (ii) First Extended Scheduled Maturity Date (the "**Final DIP Facility Extension Option**"), and, in each case, the Scheduled Maturity Date shall be so extended upon the consent of the Required DIP Creditors and the satisfaction (or waiver, in writing by the Required DIP Creditors) of the following conditions precedent:

(a) the Company shall have provided written notice to the Administrative Agent of its intention to exercise the applicable DIP Facility Extension Option not less than 3 Business Days prior to the initial Scheduled Maturity Date or, to the extent applicable, the First Extended Scheduled Maturity Date;

(b) the Company shall have paid, or caused to be paid, to the Administrative Agent for the account of each DIP Creditor on the initial Scheduled Maturity Date or the First Extended Scheduled Maturity Date (as applicable), an extension premium in the amount of 1.0% of the aggregate principal amount of the Term Loans, Notes and Commitments of such DIP Creditor then outstanding on the initial Scheduled Maturity Date or the First Extended Scheduled Maturity Date (as applicable), which amount shall be paid in kind and capitalized to the aggregate principal amount of the Term Loans and Notes, as applicable, on the initial Scheduled Maturity Date and/or the First Extended Scheduled Maturity Date, as applicable; *provided* such fee described in this clause (b) may be waived for all DIP Creditors with the consent of the Required DIP Creditors; and

(c) The Credit Parties agree that, once earned, all of the fees and premiums described herein or in any other Loan Document or any part thereof payable hereunder will not be refundable under any circumstances and are in addition to any other fees, premiums, costs and expenses payable pursuant to this Agreement or the other Loan Documents. Except as expressly provided in this Section 2.21, all such fees and expenses payable under this Section 2.21 will be paid in Dollars in immediately available funds.

Section 2.22 [Reserved].

Section 2.23 [Reserved].

Section 2.24 [Reserved].

Section 2.25 Exit Facility Refinancing. Subject to the last sentence of this paragraph, upon the satisfaction, or waiver by the Required DIP Creditors, of each of the conditions set forth in Exhibit B of the RSA under the section "Conditions to Effectiveness" (the date of such satisfaction or waiver, the "**Conversion Date**"), automatically and without any further consent or action required by the Administrative Agent, the Collateral Agent, any DIP Creditor, or any other Secured Party, (i) $315,000,000 of New Money Term Loans and New Money Notes outstanding hereunder shall on a pro rata basis be continued as a term loan under the Exit Facility with the Company as the sole borrower thereto, (ii) the remaining New Money Term Loans and New Money Notes outstanding shall be paid in full or otherwise discharged pursuant to an Acceptable Plan of Reorganization, (iii) each DIP Creditor on the Conversion Date shall be a lender under the Exit Facility and (iv) this Agreement and the other Loan Documents shall terminate and be superseded and replaced and amended and restated in its entirety by the Exit Facility Credit Agreement and related loan documents; *provided* that, for purposes of this Section 2.25, "Company" shall mean such entity the Company appoints to serve as the sole borrower under the Exit Facility. Notwithstanding the foregoing, all obligations of the Company and the other Credit Parties to the Agents and the DIP Creditors under this Agreement and any other Loan Document which are expressly stated in this Agreement or such other Loan Document as surviving such agreement's termination shall, as so specified, survive without prejudice and remain in full force and effect. Each of the Credit Parties, the Agents (acting at the direction of the Required DIP Creditors) and the DIP Creditors shall take such actions and execute and deliver such agreements, instruments or other documents reasonably required to give effect to the provisions of this Section 2.25 and as are required to enter into the Exit Facility Credit Agreement and the other agreements contemplated thereby. Notwithstanding the foregoing, this Section 2.25 shall cease to apply if the Maturity Date (other than as a result of the consummation of a Chapter 11 Plan pursuant to clause (ii) of the definition thereof if such Chapter 11 Plan has been confirmed by the Confirmation Order) occurs.

Section 2.26 Illegality. If any DIP Creditor determines that any Requirement of Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any DIP Creditor or its lending office to perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension or to determine or charge interest rates based upon the Term

SOFR Reference Rate or Adjusted Term SOFR, then, on notice thereof by such DIP Creditor to the Company through the Administrative Agent, (i) any obligation of such DIP Creditor to issue, make, maintain, fund or charge interest with respect to any such Credit Extension or continue Term SOFR Loans or Term SOFR Notes or convert ABR Loans or ABR Notes to Term SOFR Loans or Term SOFR Notes, respectively, shall be suspended, and (ii) if such notice asserts the illegality of such DIP Creditor making or maintaining ABR Loans or ABR Notes the interest rate on which is determined by reference to the Term SOFR Reference Rate component (if any) or Adjusted Term SOFR component of the Alternate Base Rate, as applicable, the interest rate on such ABR Loans or ABR Notes of such DIP Creditor shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR Reference Rate component (if any) or Adjusted Term SOFR component of the Alternate Base Rate, as applicable, in each case until such DIP Creditor notifies the Administrative Agent and the Company that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Company shall, upon demand from such DIP Creditor (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans and Term SOFR Notes denominated in Dollars to ABR Loans and ABR Notes, as applicable, (the interest rate on which ABR Loans and ABR Notes of such DIP Creditor shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR Reference Rate component (if any) or Adjusted Term SOFR component of the Alternate Base Rate, as applicable), either on the last day of the Interest Period therefor if such DIP Creditor may lawfully continue to maintain such Term SOFR Loans or Term SOFR Notes to such day, or immediately, if such DIP Creditor may not lawfully continue to maintain such Term SOFR Loans or Term SOFR Notes and (y) if such notice asserts the illegality of such DIP Creditor determining or charging interest rates based upon the Term SOFR Reference Rate or Adjusted Term SOFR, as applicable, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such DIP Creditor without reference to the, Term SOFR Reference Rate component (if any) or Adjusted Term SOFR component thereof, as applicable, until the Administrative Agent is advised in writing by such DIP Creditor that it is no longer illegal for such DIP Creditor to determine or charge interest rates based upon the Term SOFR Reference Rate or Adjusted Term SOFR, as applicable. Upon any such prepayment or conversion, the Company shall also pay accrued interest on the amount so prepaid or converted.

Section 2.27 Priority and Liens.

(a) The relative priorities of the Liens described in Section 5.22 and the Loan Documents with respect to the Collateral of the Debtors shall be as set forth in the Interim DIP Order (and, once entered, the Final DIP Order). All of the Liens of the Debtors described in this Section 2.27 (x) shall, to the extent such security interest may be perfected by virtue of the DIP Orders, be effective and perfected upon entry of the Interim DIP Order (or, when entered, the Final DIP Order), without the necessity of the execution or recordation of filings by any Credit Party of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by any Agent of, or over, any Collateral, as set forth in the Interim DIP Order, and, when entered, the Final DIP Order and (y) shall in no way limit the Liens and security interests granted by any Loan Party pursuant to the Orders or the Security Documents. Notwithstanding the foregoing, the Company agrees, promptly upon request by the Collateral Agent (acting at the direction of the Required DIP Creditors), to take all actions reasonably requested to perfect a first priority Lien in all or any portion of the Collateral.

(b) In the event that any Credit Party that is a Debtor receives any payment or property in violation of the payment and lien priorities described herein or in the Orders, such Debtor shall be deemed to have received such payment in trust for the DIP Creditors in accordance with the provisions here and thereof and shall promptly as reasonably practical turn over such amounts to such DIP Creditors.

Section 2.28 No Discharge; Survival of Claims.

Each of the Credit Parties agrees that prior to the Maturity Date, (a) its Obligations shall not be discharged by the entry of Confirmation Order (and each of the Credit Parties, pursuant to section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (b) the Superpriority Claims granted to the Secured Parties pursuant to the Orders and the Liens granted on the Collateral to the Secured Parties pursuant to the Orders shall not be affected in any manner by the entry of a Confirmation Order, in each case except as otherwise explicitly may be set forth in the Plan or the Confirmation Order.

Section 2.29 Representation of the DIP Notes Creditors.

(a) Each DIP Notes Creditor represents, for itself, that it is purchasing the Notes to be purchased by it solely for its own account and not as nominee or agent for any other Person and not with a view to, or for offer or sale in connection with, any distribution thereof (within the meaning of the Securities Act) that would be in violation of the securities laws of the United States or any state thereof, without prejudice, however, to each DIP Notes Creditor's right at all times to sell or otherwise dispose of all or any part of such Notes pursuant to a registration statement under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, subject to the terms of this Agreement; *provided* that each DIP Notes Creditor agrees that the Notes may be offered, sold or otherwise disposed of only (A) to the Debtors, (B) pursuant to a registration statement which has been declared effective under the Securities Act, (C) for so long as the Notes are eligible for resale pursuant to Rule 144A of the Securities Act ("Rule 144A") to a person it reasonably believes is a qualified institutional buyer that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the transfer is being made in reliance on rule 144A, (D) outside the United States pursuant to offers and sales to non-U.S. persons in an offshore transaction pursuant to regulation s meeting the requirements of rule 903 or rule 904 of Regulation S under the Securities Act ("Regulation S"), (E) to an "institutional accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act in a minimum principal amount of Notes of $250,000 or (F) pursuant to another available exemption from the registration requirements of the Securities Act, subject to the Company's right prior to any such offer, sale or transfer pursuant to clause (D), (E) or (F) to require the delivery of a certification from such DIP Notes Creditor reasonably satisfactory to the Company relating to the applicability of such exemption from registration (the "**Transfer Restrictions**"). No Note may be assigned, transferred, exchanged, converted or otherwise disposed of except in accordance with the Transfer Restrictions.

(b) Each DIP Notes Creditor further represents, agrees and acknowledges, for itself, that it:

(i) is knowledgeable, sophisticated and experienced in business and financial matters;

(ii) [reserved];

(iii) is able to bear the economic risk of its investment in the Notes and is currently able to afford the complete loss of such investment;

(iv) is (a) an "institutional accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act or an entity in which all of the equity investors are such institutional accredited investors, (b) "qualified institutional buyer" within the meaning of Rule 144A and/or (c) a non-U.S. person purchasing the Notes outside of the United States in an offshore transaction in reliance on Regulation S, and was not formed for the specific purpose of investing in the Notes;

(v) did not employ any broker or finder in connection with the transactions contemplated in this Agreement;

(vi) understands that the Notes have not been registered under the Securities Act, are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and are being issued by the Company in transactions exempt from the registration requirements of the Securities Act and the Notes will not be registered under the Securities Act or any state or blue sky law; and

(vii) further understands that the exemption from registration afforded by Rule 144 and Rule 144A promulgated under the Securities Act depends on the satisfaction of various conditions, which conditions may not be satisfied with respect to the Notes from time to time, or at any time, and that, if applicable, Rule 144 may afford the basis for re-sales only in limited amounts;

(viii) has had access to all information that it believes is necessary, sufficient or appropriate in connection with its purchase of the Notes, has made an independent decision to purchase the Notes based on the information concerning the business and financial condition of the Group Members, and other information available to it, which it has determined is adequate for that purpose;

(ix) is not purchasing the Notes as a result of, and did not become aware of the offering of the Notes by means of, any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act;

Each Person that becomes a holder of any Note under this Agreement, whether by initial purchase, exchange, conversion, transfer or assignment, shall be deemed to make the representations set forth in this Section 2.29(b) as of the date such Person first becomes a holder of such Note.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

On the Closing Date and Delayed Draw Borrowing Date, each Credit Party (*provided* that each representation and warranty under Sections 3.01, 3.02, 3.03, and 3.12 shall, insofar as they relate to any Foreign Credit Party other than a Canadian Credit Party, be subject to the Legal Reservations) represents and warrants to the Administrative Agent, the Collateral Agent and each of the DIP Creditors on the Closing Date and on each other date set forth in Section 4.02 (in the case of such other date, to the extent set forth in Section 4.02) that (it being understood that for purposes of this Article III, "Credit Parties" and "Group Member" shall exclude Luyang Group):

Section 3.01 Organization; Powers. Each Restricted Subsidiary (a) is duly incorporated, organized or formed and validly existing under the laws of the jurisdiction of its incorporation or organization, (b) is subject to the entry of the Orders and terms thereof and the Bankruptcy Code, has all requisite power and authority to carry on its business as now conducted and to own and lease its property, in each case except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, and (c) is qualified and in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where the failure to so qualify or be in good standing, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. Subject to the entry of the Orders and terms thereof, the Loan Documents to be entered into by each Credit Party are within such Credit Party's powers and have been duly authorized by all necessary action on the part of such Credit Party. Subject to the entry of the Orders and terms thereof and the Bankruptcy Code, this Agreement has been duly executed and delivered by each Credit Party and constitutes, and each other Loan Document to which any Credit Party is to be a party, when executed and delivered by such Credit Party, will constitute, a legal, valid and binding obligation of such Credit Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 No Conflicts. Subject to the entry of the Orders and terms thereof and Debtor Relief Laws, the execution, delivery and performance by the Credit Parties of the Loan Documents to which they are a party and the Credit Extensions contemplated by the Loan Documents (a) do not require any 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) filings necessary to perfect Liens created by the Loan Documents and (iii) consents, approvals, registrations, filings, permits or actions the failure to obtain or perform which would not reasonably be expected to result in a Material Adverse Effect, (b) will not violate or require consent not obtained under the Organizational Documents of any Group Member, except as would not reasonably be expected to result in a Material Adverse Effect, (c) will not violate or result in a default under any indenture or other material agreement or instrument binding upon any Group Member or any of their assets, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by any Group Member, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation thereunder (other than violations arising as a result of the commencement of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court), except, in each case, individually or in the aggregate, as would not reasonably be expected to result in a Material Adverse Effect, and (d) will not violate any Requirement of Law (other than violations arising as a result of the commencement of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court) except, individually or in the aggregate, as would not reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Statements; Projections.

(a) Historical Financial Statements. The Financial Statements and all financial statements delivered pursuant to **Section** 5.01(a) and **Section** 5.01(b) have been prepared in accordance with GAAP and present fairly in all material respects the financial condition and results of operations and cash flows of Holdings (or any parent holding company or Subsidiary of any parent holding company allowed to be delivered pursuant to the terms hereof) and its consolidated Restricted Subsidiaries as of the dates and for the periods to which they relate, except as indicated in any notes thereto and, in the case of any such unaudited financial statements, the absence of footnote disclosures and audit adjustments.

(b) Absence of Material Adverse Effect. Since the Petition Date, there has been no event, change, circumstance or occurrence that, individually or in the aggregate, has had or would reasonably be expected to result in a Material Adverse Effect.

(c) Restatements. Each DIP Creditor and the Administrative Agent hereby acknowledge and agree that Holdings and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP, or the respective interpretation thereof, and that such restatements will not result in a Default or Event of Default under the Loan Documents.

Section 3.05 Properties. Each Group Member (i) has good title to, or valid leasehold interests in, all of its Property (other than Intellectual Property, which is subject to Section 3.06 and not this

Section 3.05) material to its business, except to the extent of any irregularities or deficiencies that would not be reasonably expected to result in a Material Adverse Effect, and (ii) owns its Collateral free and clear of all Liens except for Permitted Liens. Schedule 3.05 sets forth the address of each Closing Date Material Real Property.

Section 3.06 Intellectual Property. Each Credit Party owns, or is validly licensed (or authorized) to use, all Intellectual Property that is necessary or material to the conduct of its business as currently conducted. To the knowledge of each Credit Party, the operation of such Credit Party's business and the use of Intellectual Property owned by such Credit Party or licensed by such Credit Party have not infringed, misappropriated, diluted or otherwise violated, and do not infringe, misappropriate, dilute or otherwise violate the Intellectual Property rights of any Person, except to the extent such violations, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any Intellectual Property owned by a Credit Party is pending or, to the knowledge of any Credit Party, threatened in writing against any Credit Party or other Group Member, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The Company has taken (and caused its Subsidiaries to take) all commercially reasonable steps to maintain, enforce and protect all material owned Intellectual Property of the Credit Parties and maintain the Credit Parties' rights in any and all material licensed Intellectual Property.

Section 3.07 Equity Interests and Restricted Subsidiaries. As of the Closing Date, neither the Company nor any other Credit Party has any Subsidiaries other than those specifically disclosed on Schedule 3.07, and all of the outstanding Equity Interests in the Company and its Subsidiaries have been validly issued, are fully paid and nonassessable (other than Equity Interests consisting of limited liability company interests or partnership interests which, pursuant to the relevant organizational or formation documents, cannot be fully paid and nonassessable) and, on the Closing Date, all Equity Interests owned directly or indirectly by Holdings or any other Credit Party are owned free and clear of all Liens except (i) those created under the Security Documents, and (ii) those Liens permitted under Section 6.02. As of the Closing Date, Schedule 3.07 sets forth (a) the name and jurisdiction of organization or incorporation of each Subsidiary, (b) the ownership interest of Holdings, the Company and any of their respective Subsidiaries in each of their respective Subsidiaries, including the percentage of such ownership by class (if applicable) and (c) all outstanding options, warrants, rights of conversion or purchase and similar rights with respect to the equity of the Company or its Subsidiaries.

Section 3.08 Litigation.

As of the Closing Date, except for the Chapter 11 Cases, there are no actions, suits or proceedings at law or in equity by or before any Governmental Authority now pending or, to the knowledge of the Company, threatened in writing against or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings, the Company or any Group Member or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected, if adversely determined, to have a Material Adverse Effect.

Section 3.09 Federal Reserve Regulations. No Domestic Credit Party 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. No part of the proceeds of any Loan or Note will be used for any purpose that violates Regulation T, Regulation U or Regulation X.

Section 3.10 Investment Company Act. No Domestic Credit Party is an "investment company" under the Investment Company Act of 1940, as amended.

Section 3.11 Use of Proceeds.

Subject to the Orders, the Company will (or will direct a Group Member to) use the proceeds of the New Money Term Loans and New Money Notes in accordance with, and as provided in, the Approved Budget (subject to permitted variances) (a) repay the Prepetition First Lien Revolving Loans in full and terminate all commitments thereto, including the cash collateralization of the outstanding letters of credit, (b) to pay costs, fees and expenses related to the Chapter 11 Cases, including the Carve Out and the fees pursuant to Section 2.05 hereunder or emergence, (c) to fund the working capital needs and expenditures of the Debtors and their non-Debtor Affiliates during the Chapter 11 Cases (as applicable and otherwise to fund cash to the balance sheet of the Company to be used for general corporate purposes or any other purpose permitted hereunder) and (d) to make adequate protection payments.

Section 3.12 Taxes. Except as set forth on Schedule 3.12, each Group Member has (a) timely filed or caused to be timely filed all federal Tax Returns and all material state, provincial, local and foreign Tax Returns required to have been filed by it (taking into account all applicable extensions), and (b) duly and timely paid or remitted or caused to be duly and timely paid or remitted all Taxes due and payable or remittable by it and all assessments received by it, except (i) Taxes that are being contested in good faith by appropriate proceedings and for which such Group Member has set aside on its books adequate reserves in accordance with GAAP (or any other applicable accounting standard), or (ii) to the extent the failure to do so would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Each Group Member is unaware of any proposed or pending Tax assessments, deficiencies or audits that would be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect.

Section 3.13 No Material Misstatements.

(a) No written information, report, financial statement, certificate, Borrowing Request, exhibit or schedule (in each case other than forecasts, projections, estimates, pro forma financial information and other forward looking statements (collectively, "**Projections**") and information of a general economic or industry nature) furnished by or on behalf of any Group Member to the Administrative Agent or any DIP Creditor in connection with any Loan Document or the Chapter 11 cases or included therein or delivered pursuant thereto, as applicable, taken as a whole and when furnished, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made and after giving effect to any supplements and updates from time to time, not materially misleading when taken as a whole as of the date such information, report, financial statement, certificate, Borrowing Request, exhibit or schedule is dated or certified.

(b) With respect to any Projections (including those in the Initial Budget and any Updated Budget) delivered pursuant to the terms hereof, each Group Member represents only that on the date of delivery thereof it acted in good faith and utilized assumptions believed by it to be reasonable when made in light of the then current circumstances (it being understood that Projections are predictions as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, which are beyond the control of Holdings and its Restricted Subsidiaries, and that no assurance or guarantee can be given that any Projections will be realized, that actual results may differ and such differences may be material).

(c) As of the Closing Date, the information included in the Beneficial Ownership Certificate with respect to any Beneficial Owner (as defined in the Beneficial Ownership Regulation) of the Company, is true and correct to the best of the Beneficial Owner's knowledge.

Section 3.14 Labor Matters. (i) There are no strikes, lockouts, or slowdowns against any Group Member pending or, to the knowledge of any Credit Party, threatened in writing, and (ii) the

consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Group Member is bound, other than to the extent that any of the foregoing matters in preceding clauses (i) and (ii), individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.15 [Reserved].

Section 3.16 Employee Benefit and Pension Plans.

With respect to each Employee Benefit Plan, each Group Member is in compliance in all respects with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder, except as would not reasonably be expected to result in a Material Adverse Effect. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other ERISA Events, would reasonably be expected to result in a Material Adverse Effect or the imposition of a Lien on any of the property of any Group Member. The present value of all accumulated benefit obligations of all underfunded Plans in the aggregate (based on the assumptions used for financial reporting purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the property (as reflected in such financial statements) of all such underfunded Plans by an amount that would reasonably be expected to result in a Material Adverse Effect. As of the date hereof, no Group Member has been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA), and no such Multiemployer Plan is reasonably expected by any Group Member to be insolvent, except, in each case, as would not reasonably be expected to result in a Material Adverse Effect.

Except as would not reasonably be expected to result in a Material Adverse Effect, (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable Requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, and (ii) no Group Member has incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan. The present value of the accrued benefit liabilities (whether or not vested) under all Foreign Plans which are funded, in the aggregate (determined as of the date of the most recent financial statements reflecting such amounts on the basis of actuarial assumptions, each of which is reasonable) did not exceed the current value of the property (as reflected in such financial statements) of such Foreign Plans by an amount that would reasonably be expected to result in a Material Adverse Effect, and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued in accordance with GAAP, except as would not reasonably be expected to result in a Material Adverse Effect.

Except as would not reasonably be expected to result in a Material Adverse Effect, (i) all Canadian Pension Plans are duly registered under the Tax Act and applicable pension standards legislation and any other applicable Laws which require registration, and no event has occurred which could reasonably be expected to cause the loss of such registered status and (ii) each Credit Party has complied with the Tax Act and all applicable Laws regarding each Canadian Pension Plan. Except as would not reasonably be expected to result in a Material Adverse Effect, (w) no Credit Party has any liability for any Canadian Pension Plan which has been terminated or discontinued; (x) all obligations of the Credit Parties (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Canadian Pension Plans and Canadian MEPPs and the funding agreements relating thereto have been performed on a timely basis; and (y) no Canadian Pension Event has occurred or is reasonably expected to occur. As of the Closing Date, (x) no Canadian Pension Plan is a Canadian Defined Benefit Plan and no Lien has arisen, choate or inchoate, in connection with any Canadian Pension Plan (save for Permitted Liens) and (y) in respect of each Canadian Defined Benefit Plan, the most recent actuarial valuation report required to be filed with any Governmental Authority does not disclose going

concern unfunded liabilities, solvency deficiencies or hypothetical wind-up deficiencies, except as would not reasonably be expected to result in a Material Adverse Effect.

Section 3.17 Environmental Matters.

(a) Except as, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect:

(i) The Group Members and their businesses, operations and Real Property are in compliance with all applicable Environmental Laws and Environmental Permits, and to the knowledge of each Credit Party are not subject to any unresolved liability thereunder;

(ii) The Group Members have obtained all Environmental Permits required for the conduct of their businesses and operations, and the ownership, operation and use of their Real Property;

(iii) There has been no Release or threatened Release of Hazardous Material on, at, to, under or from any Real Property presently, or to the knowledge of the Group Members, formerly owned, leased or operated by the Group Members in a manner that has resulted, or would reasonably be expected to result in, liability under Environmental Laws;

(iv) There is no Environmental Claim pending or, to the knowledge of the Group Members, threatened in writing against the Group Members; and

(v) No Lien has been recorded, or to the knowledge of any Group Member, threatened under any Environmental Law with respect to any Real Property currently owned, operated or leased by the Group Members.

(b) Sections 3.03, 3.04, 3.13 and this **Section** 3.17 contain the sole and exclusive representations and warranties of the Group Members with respect to any matters arising under Environmental Laws or relating to Environmental Claims or Hazardous Materials.

Section 3.18 Security Documents. Upon entry of the Interim DIP Order (and, if entered, the Final DIP Order), the Liens granted thereunder by the Debtors to the Collateral Agent on any Collateral shall be valid and automatically perfected in accordance with the Order and with the priority set forth herein and in the Orders (in each case to the extent such security interest may be perfected by virtue of the DIP Order), and no filing or other action will be necessary to perfect or protect such Liens and security interests with respect to the Debtors' Obligations under the Loan Documents and such Order.

Section 3.19 Anti-Terrorism Law. No Credit Party is in material violation of any applicable Requirement of Law relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including (a) Executive Order No. 13224, effective September 24, 2001, (b) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, signed into law October 26, 2001 (the "**Patriot Act**") and (c) Canadian Anti-Money Laundering & Anti-Terrorism Legislation. The use of proceeds of the Loans and Notes will not violate the Trading With the Enemy Act (50 U.S.C. §§ 1-4301-434, as amended) or any applicable foreign asset control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V).

Section 3.20 Sanctions. None of Holdings, the Borrower, any Group Member nor, to the knowledge of the Borrower, any director, officer, employee, or agent of Holdings, the Borrower or any Group Member is (a) the subject or target of any sanctions administered by OFAC or the U.S. Department

of State, the Government of Canada or any similar laws or regulations enacted by the European Union, the United Kingdom, Canada or Hong Kong (collectively, "**Sanctions**"), (b) located, organized or resident in a country or territory that is the subject of territorial sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, it's the non-government controlled areas of the Kherson and Zaporizhzhia regions of Ukraine) ("**Sanctioned Countries**"), or (c) 50% or more owned or controlled by any such Person in clauses (a) and (b). Holdings, the Borrower, its Subsidiaries and, to the knowledge of the Borrower, their respective directors, officers, employees, and agents are in compliance in all material respects with all applicable Sanctions and Canadian Economic Sanctions and Export Control Laws. The Borrower shall not use the proceeds of the Loans or Letters of Credit, directly or, to the Borrower's knowledge, indirectly, or lend or contribute such proceeds to any Person, (i) for the purpose of financing activities of or with any Person that is the subject or target of any Sanctions, or in any Sanctioned Country, in each case, except to the extent permitted for a Person required to comply with Sanctions, or (ii) in any other manner that would result in a violation of applicable Sanctions and Canadian Economic Sanctions and Export Control Laws by any Person participating in the Loans or Letters of Credit. Without limiting the foregoing, the provisions of Section 3.20 shall not be interpreted to contravene, or require any notification to the Attorney General of Canada under, the *Foreign Extraterritorial Measures Act* (Canada) or the Foreign Extraterritorial Measures (United States) Order, 1992 issued thereunder, by any Canadian Credit Party.

Section 3.21 Anti-Corruption. No part of the proceeds of the Loans will be used directly or, knowingly, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or any other Person acting in an official or private capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**") or any other anti-corruption laws. Holdings, the Borrower, its Subsidiaries and, to the knowledge of the Borrower, their respective directors, officers, employees, and agents are in compliance in all material respects with the FCPA and all other applicable anti-corruption laws, in each case to the extent applicable to it only.

Section 3.22 [Reserved].

Section 3.23 Compliance with Law. Each of Holdings, the Company and each Group Member is in compliance with all Requirements of Law and all orders, writs, injunctions and decrees to the extent applicable to it or to its properties only, except in such instances in which (a) such Requirements of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.24 Blocking Laws.

(a) This Article III shall only:

(i) be given by a Restricted Member of the Group; or

(ii) apply for the benefit of a Restricted Secured Party,

to the extent that this would not result in any violation by or expose such entity or any director, officer or employee thereof to any liability under:

(A) EU Regulation (EC) 2271/96;

(B) §7 of the German *Außenwirtschaftsverordnung* (in connection with section 4 paragraph 1 no. 3 of the German *Außenwirtschaftsgesetz*);

(C) the Foreign Extraterritorial Measures (United States) Order, 1992 (Canada); or

(D) any similar applicable anti-boycott law, regulation or statute in force from time to time that is applicable to such entity.

(b) In connection with any amendment, waiver, determination or direction relating to any part of this Article III in relation to which:

(i) a Secured Party is a Restricted Secured Party; and

(ii) in accordance with paragraph (i) above, that Restricted Secured Party does not have the benefit of it:

(A) the Commitments, Loans and Notes of a DIP Creditor that is a Restricted Secured Party; and

(B) the vote of any other Restricted Secured Party which would be required to vote in accordance with the provisions of this Agreement,

shall be excluded for the purpose of calculating the total Commitments, Loans and Notes when ascertaining whether any relevant percentage of total Commitments, Loans and Notes has been obtained to approve such amendment, waiver, determination or direction request and its status as a Secured Party shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Secured Party has been obtained to approve such amendment, waiver, determination or direction.

Section 3.25 Insurance. Each Credit Party is insured in accordance with Section 5.04.

Section 3.26 No Default. No Default or Event of Default has occurred or is continuing.

Section 3.27 Budget Variance Report. Each Budget Variance Report delivered pursuant to Section 5.01(d)(ii) is true, complete and correct in all material respects for the period covered thereby as of the date such Budget Variance Report is delivered.

Section 3.28 Chapter 11 Cases; Order.

(a) The Chapter 11 Cases were commenced on the Petition Date, duly authorized in accordance with applicable Requirements of Law, and proper notice thereof was given for (i) the motion seeking approval of the Loan Documents, the Interim DIP Order and Final DIP Order, (ii) the hearing for the entry of the Interim DIP Order and (iii) the hearing for the entry of the Final DIP Order. The Credit Parties that are Debtors shall give, on a timely basis as specified in the Interim DIP Order or the Final DIP Order, as applicable, all notices required to be given to all parties specified in the Interim DIP Order or Final DIP Order, as applicable.

(b) Subject in each case to the Carve Out, after the entry of the Interim DIP Order, and pursuant to and to the extent permitted in the Orders, as applicable, the Obligations of the Debtors (i) will constitute allowed Superpriority Claims in the Chapter 11 Cases having priority over all administrative

expense claims, and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code, or otherwise, as provided under section 364(c)(l) of the Bankruptcy Code subject to the priorities set forth in the Interim DIP Order or Final DIP Order, as applicable, and (ii) will be secured by a valid, binding, continuing, enforceable, fully perfected Lien on all of the Collateral pursuant to Sections 364(c)(2), (c)(3), and (d) of the Bankruptcy Code.

(c) The Interim DIP Order (with respect to the period on and after entry of the Interim DIP Order and prior to entry of the Final DIP Order) or the Final DIP Order (with respect to the period on and after entry of the Final DIP Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Required DIP Creditors' consent (with an email from counsel being sufficient), modified or amended. The Credit Parties are in compliance in all material respects with the Orders.

(d) Notwithstanding the provisions of section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim DIP Order or the Final DIP Order, as the case may be, upon the Maturity Date (whether by acceleration or otherwise), the Administrative Agent, the Collateral Agent, and the DIP Creditors shall be entitled to immediate payment in full of all Obligations and to enforce the remedies provided for hereunder or under applicable laws, without further notice, motion or application to, hearing before, or order from, the Bankruptcy Court.

Section 3.29 Private Offering by the Company. Neither the Company nor any of its Subsidiaries nor anyone acting on its or their behalf has offered the Notes or any similar Securities for sale to, or made any general solicitation of any offer to buy the Notes or any similar Securities from, or otherwise approached or negotiated in respect thereof with, any Person other than the DIP Notes Creditors, each of which has been offered the Notes at a private sale for investment and not pursuant to a distribution or underwritten offering. Assuming the accuracy of the representations and warranties in Section 3.30, the offer, sale and issuance of the Notes pursuant hereto are exempt from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof; and it is not necessary to qualify this Agreement in respect of the Notes under the Trust Indenture Act.

Section 3.30 Rule 144A Eligibility. On the Closing Date and the Delayed Draw Borrowing Date, in each case, the Notes will not be of the same class as Securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in an automated inter-dealer quotation system.

Section 3.31 No Integration. Neither the Company nor any of its Subsidiaries has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any Security that is or will be integrated with the sale of the Notes in a manner that would require registration of the Notes under the Securities Act.

Section 3.32 No Broker's Fees. Neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the DIP Notes Creditors for a brokerage commission, finder's fee or like payment in connection with the transactions contemplated by this Agreement or any of the Loan Documents.

ARTICLE IV
CONDITIONS

Section 4.01 Conditions to Initial Credit Extension. This Agreement shall become effective and the obligation of each DIP Creditor to fund the Initial Term Loans in respect of the Initial Term Loan Commitments and purchase the Initial Notes in respect of the Initial Note Commitments on the Closing Date shall be subject to the prior or concurrent satisfaction or waiver of only the conditions precedent set forth in this Section 4.01 (the making of such initial Credit Extension by a DIP Creditor being conclusively deemed to be its satisfaction or waiver of the conditions precedent):

(a) Loan Documents. There shall have been delivered to the Administrative Agent and the DIP Creditors from Holdings, the Company and each other Credit Party an executed counterpart of each of the Loan Documents to which each is a party to be entered into on the Closing Date.

(b) Corporate Documents. The Administrative Agent shall have received:

(i) a certificate of the secretary or assistant secretary (or equivalent officer) or manager or director (as applicable) on behalf of each Domestic Credit Party or each UK Credit Party, as applicable, dated the Closing Date, certifying (A) that attached thereto is a true and complete copy of each Organizational Document of such Domestic Credit Party or UK Credit Party, as applicable, and, with respect to the articles or certificate of incorporation or organization (or similar document) of a Domestic Credit Party or UK Credit Party, as applicable, certified (to the extent applicable) as of a recent date by the Secretary of State (or other applicable Governmental Authority) of the state (or other applicable jurisdiction) of its organization, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors, equityholders and/or shareholder (as applicable, and to the extent legally required) of such Domestic Credit Party or UK Credit Party, as applicable, authorizing the execution, delivery and performance of the Loan Documents to which such person is a party and, in the case of the Company, the Borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect as of the date of such certificate, (C) as to the incumbency (if relevant and customary in the jurisdiction of the relevant Credit Party) and specimen signature of each officer, director, manager or other authorized person executing any Loan Document or any other document delivered in connection herewith on behalf of such Domestic Credit Party or UK Credit Party, as applicable (together with a certificate of another officer or authorized person as to the incumbency (if relevant) and specimen signature of the officer or authorized person executing the certificate in this clause (i)); (D) with respect to a Domestic Credit Party, if reasonably requested by a DIP Notes Creditor to the Domestic Credit Parties prior to the Closing Date, any other matters of fact as such DIP Notes Creditor may reasonably specify to enable such DIP Notes Creditor to determine whether a purchase of the Initial Notes is permitted by applicable law and (E) with respect to any UK Credit Party, that the borrowing or guaranteeing or securing (as appropriate) of the Commitments would not cause any borrowing, guarantee, security or similar limit binding on it to be exceeded; and

(ii) to the extent available, a certificate as to the good standing of each Domestic Credit Party as of a recent date, from such Secretary of State (or other applicable Governmental Authority) of its jurisdiction of organization.

(c) No Material Adverse Effect. Since the Petition Date, there has not been any event, change, occurrence or circumstance that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) No Default or Event of Default. No Default or Event of Default shall exist at the time of and immediately after giving effect to the consummation of the Transactions (to the extent such Default or Event of Default has not been cured or waived by agreement between the Debtors and the Required DIP Creditors).

(e) Fees. The DIP Creditors and Agents shall have received all fees and other amounts due and payable to them by the Company on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket fees and expenses required to be reimbursed or paid by the Company under this Agreement, the Loan Documents and the RSA, as well as of the Ad Hoc Group Advisors' fees and expenses; *provided* that, in the case of costs and expenses (but not fees), an invoice for all costs and expense shall be received by the Company at least two (2) Business Days prior to the Closing Date for payment to be required as a condition to the Closing Date.

(f) Patriot Act. So long as reasonably requested by the Administrative Agent in writing at least five (5) Business Days in advance of the Closing Date, the Administrative Agent shall have received, all documentation and other information with respect to the Credit Parties that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, including a Beneficial Ownership Certification, as required.

(g) Closing Date Representations. Each of the representations and warranties made by any Domestic Credit Party set forth in **Article** III hereof or in any other Loan Document shall be true and correct in all material respects (except that in the case of any representations and warranties which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be); *provided* that to the extent that any of the representations and warranties are qualified by or subject to a "material adverse effect", "material adverse change" or similar term or qualification, such representations and warranties shall be true and correct in all respects.

(h) Creation and Perfection of Security Interests. Notwithstanding anything to the contrary in this **Section** 4.01, with respect to the Secured Obligations, all documents, financing statements (or equivalent) and instruments necessary to establish that the Collateral Agent will have perfected, first priority security interests (subject to Permitted Liens) in the Collateral, shall have been delivered to the Ad Hoc Group (or the Ad Hoc Group Advisors) and the Ad Hoc Group (or the Ad Hoc Group Advisors) shall have received copies of a recent Lien and judgment search in each jurisdiction reasonably requested by the Required DIP Creditors and Specified Required Backstop Parties at least five (5) Business Days prior to the Closing Date with respect to the Credit Parties (as of the date hereof, the Required DIP Creditors confirm this has been satisfied) and evidence that all other actions, recordings and filings required by the Security Documents or that the Required DIP Creditors and Specified Required Backstop Parties may deem reasonably necessary thereto shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Required DIP Creditors; *provided* that solely with respect to this Section 4.01(h), with respect to a pledge of the certificated equity interests of the Company and each subsidiary of the Company and a pledge of debt instruments held by the Company and each subsidiary of the Company, in each case, pledged pursuant to this Agreement, the delivery of a stock or equivalent certificate accompanied by undated stock powers executed in blank and debt instruments indorsed in blank to the Prepetition First Lien Collateral Agent shall be sufficient to satisfy this condition.

(i) Notice. The Administrative Agent shall have received a Borrowing Request as required by **Section** 2.03 with respect to the Initial Term Loans and Initial Notes.

(j) Closing Date Refinancing. The Company shall have repaid, or substantially simultaneously with the initial Credit Extension, shall repay, in full, the Prepetition First Lien Revolving Loans and terminate all the commitments in respect thereof.

(k) Closing Certificate. A certificate of a Responsible Officer of Holdings certifying that the conditions in Sections 4.01(c), (d), (g) and (l) have been satisfied.

(l) No Cross-Default. There shall not occur as a result of, and after giving effect to, the initial extension of credit hereunder on the Closing Date, a default or event of default (or any event which with the giving of notice or lapse of time or both would be a default or event of default) under any agreement of the Credit Parties' or their respective Subsidiaries' under which any Material Indebtedness was created or is governed or under any other material agreement (in each case, other than with respect to any Prepetition Indebtedness) which would permit the counterparty thereto to exercise remedies thereunder (other than any default or event of default the exercise of remedies of which is subject to the automatic stay applicable under section 362 of the Bankruptcy Code or subject to a forbearance).

(m) Petition Date. The Petition Date shall have occurred, and the Company and each other Credit Party that is a Debtor as of the Closing Date shall be a debtor and a debtor-in-possession in the Chapter 11 Cases.

(n) No Dismissal or Conversion. The Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(o) Interim DIP Order. The Interim DIP Order Entry Date shall have occurred and the Interim DIP Order shall be in full force and effect, including, for the avoidance of doubt, with respect to approval of the issuance of Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes and the conversion of Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes to Rolled-Up Term Loans and Rolled-Up Notes, as applicable, on a 1:1 basis equal to the Initial Term Loans funded and Initial Notes issued and purchased, respectively, and shall not have been vacated or reversed, shall not be subject to any stay, and shall be in form and substance acceptable to the Credit Parties and the Specified Required Backstop Creditors, and the Credit Parties and their Subsidiaries shall be in compliance with the Interim DIP Order.

(p) First Day Orders. (i) The DIP Creditors and the Agents shall have received advanced drafts of all customary "First Day Orders" (including, without limitation, any order approving significant or outside the ordinary course of business transactions entered on (or prior to) the Closing Date and any order authorizing the Debtors to maintain existing cash management and treasury arrangements), in form and substance reasonably satisfactory to the Debtors and the Specified Required Backstop Creditors and (solely with respect to its own the rights, obligations, liabilities, duties, or treatment) the Agents and (ii) all First Day Orders intended to be entered by the Bankruptcy Court at or immediately after the Debtors' "first day" hearing shall have been entered by the Bankruptcy Court, shall be Approved Bankruptcy Court Orders or otherwise reasonably acceptable to the Required DIP Creditors and the Specified Required Backstop Creditors and (solely with respect to its own the rights, obligations, liabilities, duties, or treatment) the Agents, shall be in full force and effect, shall not have been vacated or reversed, shall not be subject to a stay and shall not have been modified or amended other than as reasonably acceptable to the Debtors and the Specified Required Backstop Creditors and (solely with respect to its own the rights, obligations, liabilities, duties, or treatment) the Agents.

(q) Initial Budget. The Administrative Agent and the DIP Creditors shall have received and the DIP Creditors shall have approved the Initial Budget.

(r) Milestones. All applicable Performance Milestones designated for satisfaction prior to the Closing Date shall have been accomplished in accordance with the terms in the Loan Documents and the RSA, unless such Performance Milestone has been waived or extended by the Required DIP Creditors and Specified Required Backstop Creditors.

(s) No Appointment. No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

(t) Restructuring Support Agreement. The RSA shall be in full force and effect with no notice of termination, breach, default, event of default, or similar notice having been delivered by or to any signatory thereto (to the extent such breach, default, event of default, or similar notice has not been cured or waived in accordance with the terms of the RSA) and shall not have been amended or modified (other than in accordance with its terms) and shall not have been terminated. As of the date hereof, the Required DIP Creditors confirm this Section 4.01(t) has been satisfied.

(u) Tax-Efficiency. The Transactions shall be structured, effectuated and implemented in a tax-efficient manner as determined by the Credit Parties and Specified Required Backstop Creditors in their sole discretion. [As of the date hereof, the Required DIP Creditors confirm this Section 4.01(u) has been satisfied.]

(v) Roll-Up. The Roll-Up shall have been approved by the Bankruptcy Court in connection with the entry of the Interim DIP Order.

(w) Government Approvals. All necessary and material governmental and third-party consents and approvals necessary in connection with this Agreement and the transactions contemplated hereby shall have been obtained on or prior to the Closing Date except as otherwise agreed by the Debtors and the Required DIP Creditors.

(x) Note Purchase Permitted By Applicable Law, Etc. On the Closing Date, or on any other date on which Initial Notes are actually purchased and issued hereunder, each DIP Notes Creditor's purchase of Initial Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such DIP Notes Creditor is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment and (b) not violate any applicable law or regulation (including Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System). If requested by such DIP Notes Creditor, such DIP Notes Creditor shall have received a certificate signed by a Responsible Officer of the Company certifying as to such matters of fact as such DIP Notes Creditor may reasonably specify to enable such DIP Notes Creditor to determine whether such purchase is so permitted.

Without limiting the generality of Section 9.03(a)(iii), for purposes of determining compliance with the conditions specified in this Section 4.01, each DIP Creditor that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder or thereunder to be consented to or approved by or acceptable or satisfactory to a DIP Creditor unless the Administrative Agent shall have received written notice from such DIP Creditor prior to the proposed Closing Date specifying its objection thereto.

Section 4.02 Conditions to the Delayed Draw Borrowing Date. The obligation of each DIP Creditor holding Delayed Draw Term Loan Commitments to make Delayed Draw Term Loans and each DIP Creditor holding Delayed Draw Note Commitments to purchase Delayed Draw Notes, in each case, on the Delayed Draw Borrowing Date shall be subject to the satisfaction, or waiver, of each of the conditions precedent set forth below.

(a) Notice. The Administrative Agent shall have received a Borrowing Request as required by **Section** 2.03 (or such notice shall have been deemed given in accordance with **Section** 2.03).

(b) No Default. At the time of and immediately after giving effect to such Borrowing of Delayed Draw Term Loans and Delayed Draw Notes, no Default or Event of Default shall have occurred and be continuing on such date (to the extent such Default or Event of Default has not been cured or waived by agreement between the Debtors and the Required DIP Creditors).

(c) Representations and Warranties. Each of the representations and warranties made by any Credit Party set forth in **Article** III hereof or in any other Loan Document shall be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the date of such Delayed Draw Term Loan Borrowing and Delayed Draw Note Borrowing 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 (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) as of such earlier date.

(d) [Reserved.]

(e) Performance Milestones. Each of the Performance Milestones required to be satisfied prior to the Delayed Draw Borrowing Date shall have been satisfied in accordance with the terms in the Loan Documents unless such Performance Milestone has been waived or extended by the Required DIP Creditors and Specific Required Backstop Creditors.

(f) Fees. The DIP Creditors and the Agents shall have received all fees and other amounts due and payable to them by the Company on or prior to the Delayed Draw Borrowing Date, including, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket fees and expenses (including the fees and disbursements of Seward & Kissel LLP, as counsel to the Agents) required to be reimbursed or paid by the Company under this Agreement, the Loan Documents and the RSA, as well as the Ad Hoc Group Advisors' fees and expenses; *provided* that, an invoice for all costs and expense shall be received by the Company at least two (2) Business Days prior to the Delayed Draw Borrowing Date for payment to be required as a condition to the Delayed Draw Borrowing Date.

(g) No Material Adverse Effect. Since the Petition Date, there has not been any event, change, occurrence or circumstance that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) Final Order. The Final DIP Order Entry Date shall have occurred and the Final DIP Order shall be in full force and effect, including, for the avoidance of doubt, with respect to approval of the Roll-Up, including approval of the conversion of Contingent Rolled-Up Loans and Contingent Rolled-Up Notes to Rolled-Up Term Loans and Rolled-Up Notes, as applicable, on a 1:1 basis equal to the Delayed Draw Term Loans funded and Delayed Draw Notes issued and purchased, respectively, shall not have been vacated or reversed, and shall not be subject to any stay, and shall be in form and substance acceptable to the Required DIP Creditors and the Debtors. The amount of Initial Term Loans and Initial Notes made and/purchased on the Closing Date shall not, in each case, exceed the amount authorized by the Interim DIP Order and the amount of Delayed Draw Term Loans and Delayed Draw Notes made and/or purchased on the Delayed Draw Borrowing Date shall not, in each case, exceed the amount authorized by the Final DIP Order.

(i) Second Day Orders. (i) The DIP Creditors and the Agents shall have received advanced drafts of all customary "Second Day Orders" (including, without limitation, any order approving significant or outside the ordinary course of business transactions entered on (or prior to) the Closing Date and any order authorizing the Debtors to maintain existing cash management and treasury arrangements), in form and substance reasonably satisfactory to the Debtors and the Specified Required Backstop Creditors and (solely with respect to its own the rights, obligations, liabilities, duties, or treatment) the Agents and (ii) all customary "Second Day Orders" shall have been entered, shall be Approved Bankruptcy Court Orders or otherwise reasonably acceptable to the Debtors, the Required DIP Creditors and the Specified Required Backstop Creditors and (solely with respect to its own the rights, obligations, liabilities, duties, or treatment) the Agents, shall be in full force and effect, shall not have been vacated or reversed, shall not be subject to a stay and shall not have been modified or amended other than as reasonably acceptable to the Debtors and the Specified Required Backstop Creditors and (solely with respect to its own the rights, obligations, liabilities, duties, or treatment) the Agents.

(j) Perfection. The Collateral Agent, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully and perfected Liens on, and security interests, in the Collateral (to the extent required by the Loan Documents or in the Orders), in each case, having the priorities set forth in the Orders.

(k) No Dismissal or Conversion. The Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(l) No Appointment. No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

(m) Restructuring Support Agreement. The RSA shall be in full force and effect with no notice of termination, breach, default, event of default, or similar notice having been delivered by or to any signatory thereto (to the extent such breach, default, event of default, or similar notice has not been cured or waived in accordance with the terms of the RSA) and shall not have been amended or modified (other than in accordance with its terms) and shall not have been terminated.

(n) Budgets. The Administrative Agent and the DIP Creditors shall have received an Approved Budget for the 13-week period commencing on or about the Delayed Draw Borrowing Date (*provided* that the condition set forth in this clause (n) shall be deemed satisfied if an Updated Budget with respect to the same 13-week period has been timely delivered pursuant to Section 5.01(d)(i) and has not been accepted (or deemed accepted) in accordance therewith).

(o) Roll-Up. The Roll-Up shall remain in full force and effect and the Bankruptcy Court shall have approved the Roll-Up to occur shortly following the Final Roll-Up Date in connection with the entry of the Final DIP Order. To the extent the applicable Interim Roll-Up Date shall occur prior to the Delayed Draw Borrowing Date, the Roll-Up to occur upon such Interim Roll-Up Date shall have been consummated.

(p) Note Purchase Permitted By Applicable Law, Etc. On the Delayed Draw Borrowing Date, each DIP Notes Creditor's purchase of Delayed Draw Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such DIP Notes Creditor is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System) and (c) not subject such DIP Notes Creditor to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect

on the date hereof; *provided*, that clause (c) shall not take into account any changes in income tax rates after the date hereof. If requested by such DIP Notes Creditor, such DIP Notes Creditor shall have received a certificate signed by a Responsible Officer of the Company certifying as to such matters of fact as such DIP Notes Creditor may reasonably specify to enable such DIP Notes Creditor to determine whether such purchase is so permitted.

Each of the delivery of a Borrowing Request and the acceptance by the Company of the proceeds of such Credit Extension shall constitute a representation and warranty by the Company and each other Credit Party that on the date of such Credit Extension (both immediately before and immediately after giving effect to such Credit Extension) the conditions contained in this Article IV have been satisfied or waived.

ARTICLE V
AFFIRMATIVE COVENANTS

Until the Termination Date shall have occurred, the Company and the Subsidiary Guarantors (and Holdings, with respect to Sections 5.01, 5.02, 5.03, 5.05, 5.06, 5.07, 5.08, 5.10, 5.11, 5.13, 5.14, 5.15, 5.17, 5.18, 5.19, 5.20, 5.21 and 5.22) will, and will cause each of their respective Restricted Subsidiaries other than Luyang Group, which for the avoidance of doubt, shall not be subject to this Article V) to:

Section 5.01 Financial Statements, Reports, Etc.. Furnish to the Administrative Agent for distribution to each DIP Creditor and the Specified Ad Hoc Group Advisors:

(a) Annual Reports. Within 120 days after the last day of each fiscal year of the Company, a copy of the consolidated balance sheet of the Company and its Subsidiaries as of the last day of the fiscal year then ended and the consolidated statements of income and cash flows of the Company and its Subsidiaries for the fiscal year then ended, and accompanying notes thereto, each in reasonable detail showing (commencing with the fiscal year of the Company ending December 31, 2026) in comparative form the figures for the previous fiscal year, audited and accompanied in the case of the consolidated financial statements by an opinion of (i) an independent public accounting firm of recognized national standing selected by the Company or (ii) any other accounting firm reasonably acceptable to the Administrative Agent (acting at the direction of the Required DIP Creditors) (it being agreed that any of PWC (or any "big four" firm), BDO, FTI and Grant Thornton are deemed reasonably acceptable to the Administrative Agent (acting at the direction of the Required DIP Creditors)), which report and opinion shall be prepared in accordance with GAAP and shall be accompanied by a customary management discussion and analysis of the financial performance of the Company and its Subsidiaries.

(b) Quarterly Reports. Commencing with fiscal quarter ended June 30, 2026, within 60 days (or, in the case of the fiscal quarter ended June 30, 2026, 90 days (or such longer period as the Required DIP Creditors may agree in its reasonable discretion)) after the last day of each fiscal quarter of each fiscal year of the Company (other than the last fiscal quarter of any fiscal year of the Company), a copy of the unaudited consolidated balance sheet of the Company and its Subsidiaries as of the last day of such fiscal quarter and the unaudited consolidated statements of income and cash flows of the Company and its Subsidiaries for the fiscal quarter and for the fiscal year-to-date period then ended, each in reasonable detail and showing in comparative form the figures for the corresponding date and period in the previous fiscal year of the Company, prepared by the Company in accordance with GAAP (subject to the absence of footnote disclosures and year-end audit adjustments) and certified on behalf of the Company by a Financial Officer as prepared in accordance with GAAP (subject to the absence of footnote disclosures and year-end audit adjustments) and fairly reflecting the financial condition and results of operations of the Company and its Subsidiaries in all material respects.

(c) Financial Officer's Certificate. Concurrently with any delivery of financial statements under **Section** 5.01(a) or (b), a Compliance Certificate certifying on behalf of the Company that, to its knowledge, no Default or Event of Default has occurred and is continuing or, if any such known Default or Event of Default has occurred and is continuing, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto.

(d) Budgets and Variance Reports.

(i) Not later than 5:30 p.m. (New York time) on every fourth Friday (or, to the extent that any such Friday is not a Business Day, the next Business Day thereafter) (each, an "**Updated Budget Delivery Date**"), commencing with [_], 2026,[3] a Budget forecast for the rolling 13-week period commencing on the Monday immediately preceding the applicable Updated Budget Delivery Date (each, an "**Updated Budget**"), in form and substance acceptable to the Required DIP Creditors; *provided* that:

(A) the form of any Updated Budget which is substantially consistent with the Initial Budget shall be deemed acceptable to the Required DIP Creditors;

(B) such Updated Budget shall be deemed acceptable to the Required DIP Creditors if the Required DIP Creditors have not objected (which may be provided by email by the Ad Hoc Group Advisors to the Company and the Administrative Agent) to such Updated Budget within ten (10) Business Days after receipt by the Ad Hoc Group Advisors of such Updated Budget; and

(C) for the avoidance of doubt, upon (and subject to) the acceptance (or deemed acceptance) by the Required DIP Creditors of any Updated Budget, such Updated Budget shall constitute the "Approved Budget" and the most recently accepted (or deemed accepted) Approved Budget shall remain in full force and effect for all purposes hereunder (including for purposes of Section 6.18) until such time as a subsequent Updated Budget is accepted (or deemed accepted) in accordance with this Section 5.01(d)(i).

(ii) Not later than 5:30 p.m. (New York time) every Friday (or, to the extent that any such Friday is not a Business Day, the next Business Day thereafter), commencing with [_], 2026,[4] a Budget Variance Report for the most recently ended Budget Variance Test Period.

(e) [Reserved].

(f) Other Information. Promptly, from time to time, and upon the reasonable written request of the Administrative Agent or the Required DIP Creditors (or the Specified Ad Hoc Group Advisors on behalf of the Required DIP Creditors), other reasonably requested information of the Group Members regarding the operations, business affairs and financial condition (including information required under the Patriot Act and Proceeds of Crime Act or updates to the information required under the Beneficial Ownership Regulation or other "know your customer" rules and regulations); *provided* that nothing in this **Section** 5.01(f) shall require any Group Member to take any action that would violate any third party customary confidentiality agreement (other than any such confidentiality agreement entered into in contemplation of this Agreement) with any Person that is not an Affiliate (and, in all events, so long as such

[3] NTD: To be the Friday of the fourth full calendar week occurring after the Petition Date.

[4] NTD: To be the Friday of the fourth full calendar week occurring after the Petition Date.

confidentiality agreement does not relate to information regarding the financial affairs of any Group Member or the compliance with the terms of any Loan Document) or waive any attorney-client or similar privilege.

(g) DIP Creditor Calls. Commencing with the first full week after the Closing Date, conduct conference calls every other week with a Responsible Officer of the Company, Alvarez & Marsal LLC and the DIP Creditors to discuss the Budget, Budget Variance Report, and any other matters related to the financial condition and/or results of operations of Holdings and its consolidated Subsidiaries for the most recently ended period for which financial statements have been delivered pursuant to Section 5.01(a), Section 5.01(b), Section 5.01(d), Section 5.01(i) or Section 5.01(j), as applicable, (which shall take place at a time mutually acceptable to the Company and the Required DIP Creditors and with reasonable advance notice to the Company).

(h) Monthly Reports. (a) Commencing with the first fiscal month of Holdings ending after the Petition Date, within 15 days after the end of each of the first two fiscal months of each fiscal quarter of Holdings, the preliminary profit and loss statement of the Group Members for the most recently ended fiscal month, which such statement shall exclude Luyang Group, and (b) within two (2) calendar days of filing with the Bankruptcy Court, copies of all "Monthly Operating Reports" filed with the Bankruptcy Court for the applicable month pursuant to 28 CFR § 58, which such statement shall exclude Luyang Group.

(i) Liquidity. Deliver on the Friday following each Liquidity Test Date, a certificate of a Responsible Officer on behalf of the Company, certifying compliance (including backup calculations) with the Liquidity Covenant as of such Liquidity Test Date.

(j) Other Indebtedness. Promptly after the furnishing thereof, in connection with any Material Indebtedness, copies of any material statements or material reports furnished to any holder of such Indebtedness (other than in connection with any board observer rights) of the Company or of any of their Restricted Subsidiaries and not otherwise required to be furnished to the DIP Creditors pursuant to any other clause of this Section 5.01.

(k) Documents required to be delivered pursuant to **Section** 5.01(a) through **Section** 5.01(f) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are sent via e-mail to the Administrative Agent for posting on the Company's behalf on IntraLinks/IntraAgency or another relevant website, if any, established on its behalf by the Administrative Agent and to which each DIP Creditor and the Administrative Agent have access or the date on which the Company has posted such documents on its own website to which each DIP Creditor and the Administrative Agent have access and notified the Administrative Agent of such posting. Notwithstanding anything contained herein, at the reasonable written request of the Administrative Agent, the Company shall thereafter promptly be required to provide paper copies of any documents required to be delivered pursuant to **Section** 5.01. Each DIP Creditor shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents. If the delivery of any of the foregoing documents required under this **Section** 5.01 shall fall on a day that is not a Business Day, such deliverable shall be due on the next succeeding Business Day.

Section 5.02 Litigation and Other Notices. Furnish to the Administrative Agent (for distribution to each DIP Creditor and the Specified Ad Hoc Group Advisors) written notice of the following promptly (and, in any event, within five (5) Business Days or such later date as may be agreed by the Required DIP Creditors in its reasonable discretion) of a Responsible Officer of the Company obtaining actual knowledge thereof:

(a) any Default or Event of Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) any litigation or governmental proceeding pending against Holdings, the Company or any of their Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event or Canadian Pension Event that could, when taken either alone or together with all such other ERISA Events and Canadian Pension Events, reasonably be expected to have a Material Adverse Effect; and

(d) the occurrence of any material breach of or default under, that has a material adverse effect on the Required DIP Creditors, the RSA or any other equivalent documentation in effect with respect to the Orders.

Section 5.03 Existence; Properties.

(a) Do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence, except as otherwise permitted under Sections **6.04** or **6.05** or, in the case of any Restricted Subsidiary, where the failure to perform such obligations could not reasonably be expected to result in a Material Adverse Effect.

(b) Do or cause to be done all things reasonably necessary to obtain, preserve, renew, maintain, extend and keep in full force and effect the rights, licenses, permits, privileges, franchises, authorizations and Intellectual Property which are necessary and material to the conduct of its business (except where the failure to do so could not be reasonably expected to have a Material Adverse Effect); and comply with all applicable Requirements of Law and decrees and orders of any Governmental Authority applicable to it or to its business or property, except to the extent failure to comply therewith, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(c) Except to the extent that the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, maintain, preserve and protect all of its properties and equipment material to the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted.

Section 5.04 Insurance. Keep its insurable property adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, in each case, to such extent and against such risks as is customary with companies in the same or similar businesses operating in the same or similar locations, including flood insurance with respect to each Flood Hazard Property in compliance with the Flood Insurance Laws and otherwise reasonably satisfactory to the Required DIP Creditors. Any such insurance (excluding business interruption insurance) maintained in the United States shall name the Collateral Agent as mortgagee, additional insured or lenders' loss payee, as applicable, in a manner acceptable to the Administrative Agent (acting at the direction of the Required DIP Creditors), subject to Section 5.15.

Section 5.05 Taxes. Subject to any Debtor Relief Law, the terms of the applicable Order and any required approval by the Bankruptcy Court, pay and discharge promptly when due all Taxes imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent, or in default; *provided* that such payment and discharge shall not be required with respect to any such Tax so long as (x) the validity or amount thereof shall be contested in good faith by appropriate proceedings and the applicable Group Member shall have set aside on its books adequate reserves or other

appropriate provisions with respect thereto in accordance with GAAP (or any other applicable accounting standard), (y) the failure to pay would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, or (z) the nonpayment of which is permitted or required by the Bankruptcy Code.

Section 5.06 Employee Benefits.

(a) With respect to any Employee Benefit Plan, Canadian Pension Plan or Foreign Plan, comply in all respects with the applicable provisions of ERISA, the Code, the Tax Act and applicable foreign law except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect; and

(b) furnish to the Administrative Agent (for distribution to each DIP Creditor and the Specified Ad Hoc Group Advisors) (x) as soon as reasonably practicable after, and in any event within ten (10) days (or such later date as may be agreed to by the Required DIP Creditors in their sole discretion) after any Responsible Officer of any Group Member knows that any ERISA Event, any Canadian Pension Event or any failures to meet funding or other applicable legal requirements with respect to Foreign Plans has occurred that, alone or together with any other ERISA Event, Canadian Pension Event or such noncompliance event with respect to Foreign Plans, would reasonably be expected to result in liability of the Group Members which would reasonably be expected to have a Material Adverse Effect or the imposition of a Lien (other than a Permitted Lien) on any property of any Group Member, a statement of a Responsible Officer of the Company setting forth details as to such ERISA Event, Canadian Pension Event or such noncompliance event with respect to Foreign Plans and the action, if any, that the Group Members propose to take with respect thereto, and (y) upon reasonable request by the Administrative Agent (acting at the direction of the Required DIP Creditors), copies of (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any Group Members with the IRS with respect to each Plan; (ii) final plan texts and the most recent actuarial valuation report for each Plan, and the final plan texts (and any material amendment) and the most recent actuarial valuation report, if any, required to be filed with any Governmental Authority for each Canadian Pension Plan; (iii) all notices received by any Group Member from a Multiemployer Plan sponsor or any Governmental Authority concerning an ERISA Event, a Canadian Pension Event or such noncompliance event with respect to Foreign Plans; and (iv) such other documents or governmental reports or filings relating to any Plan or Foreign Plan, in each case, that is sponsored, maintained or contributed to by a Group Member, as the Required DIP Creditors shall reasonably request.

Section 5.07 Maintaining Records; Access to Properties and Inspections. Maintain a system of accounting that enables Holdings to produce financial statements in accordance with GAAP. Each Group Member will permit any representatives designated by the Administrative Agent to visit during its regular business hours and with reasonable advance written notice thereof and inspect the financial records and the property of such Group Member at reasonable times up to one (1) time per calendar year (but without frequency limit during the continuance of an Event of Default) and to make extracts from and copies of such financial records, and permit any representatives designated by the Administrative Agent to discuss the affairs, finances, accounts, costs, liquidity management and restructuring activities and condition of any Group Member with the officers and employees thereof and advisors therefor (including independent accountants); *provided* that the Administrative Agent shall give any Group Member an opportunity for its representatives to participate in any such discussions; *provided*, *further*, that so long as no Event of Default has occurred and is then continuing, the Company shall not bear the cost of more than one such inspection per calendar year by the Administrative Agent and DIP Creditors (or their respective representatives) and, for the avoidance of doubt, that during the continuance of an Event of Default, the Administrative Agent (or any of its respective representatives or independent contractors) or DIP Creditors, on behalf of the DIP Creditors, may do any of the foregoing at the expense of the Company at any time

during normal business hours and upon reasonable advance notice. Notwithstanding anything to the contrary in this Section 5.07, no Group Member will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes confidential Intellectual Property, including trade secrets or other confidential proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any DIP Creditor (or their respective representatives or contractors) is prohibited by Requirements of Law or any binding agreement (not entered into in contemplation hereof), or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 5.08 Use of Proceeds. Use the proceeds of the Loans and Notes only for the purposes set forth in Section 3.11.

Section 5.09 Compliance with Environmental Laws; Environmental Reports.

(a) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) comply with all Environmental Laws and Environmental Permits applicable to its operations and Real Property; (ii) obtain and renew all Environmental Permits applicable to its operations and owned Real Property and, to the extent the Group Members are required to obtain such Environmental Permits under the applicable lease or by Environmental Laws, leased Real Property; and (iii) comply with all applicable orders of a Governmental Authority required of the Group Members by, and in accordance with, Environmental Laws; *provided* that no Group Member shall be required to comply with such orders to the extent that its obligation to do so is being contested in good faith and by proper proceedings.

(b) If an Event of Default caused by reason of a breach of **Section** 3.17 or **Section** 5.09(a) shall have occurred and be continuing for more than thirty (30) days without the Group Members commencing activities reasonably likely to cure such Event of Default in accordance with Environmental Laws, at the reasonable written request of the Required DIP Creditors through the Administrative Agent, which written request will describe the nature and subject of the Event of Default, the Company shall provide to the Administrative Agent within 90 (ninety) days after such request (or by such later date as may be agreed to by the Required DIP Creditors in their sole discretion), at the expense of the Company, an appropriate environmental assessment report regarding the matters which are the subject of such Event of Default; *provided, however*, notwithstanding anything to the contrary contained herein or in any other Loan Document, under no other circumstances shall any environmental assessment report (or any other environmental report) be required under any Loan Document.

Section 5.10 Additional Collateral; Additional Guarantors.

(a) Subject to the terms of the Security Documents and Section 3.18 and **Section** 5.15, with respect to any personal property acquired after the Closing Date by any Credit Party that constitutes "Collateral" under any of the Security Documents or is intended to be subject to the Liens created by any Security Document but is not so subject to a Lien thereunder, but in any event subject to the terms, conditions and limitations thereunder, within 30 (thirty) days after the acquisition thereof, or such longer period as the Administrative Agent (at the direction of the Required DIP Creditors) may approve, (i) execute and deliver to the Administrative Agent and the Collateral Agent such amendments or supplements to the relevant Security Documents or such other New York law governed documents (or such other documents governed by the laws of a Covered Jurisdiction, as applicable) as necessary or as the Administrative Agent, the Collateral Agent or Required DIP Creditors shall reasonably request to grant to the Collateral Agent, for its benefit and for the benefit of the other Secured Parties, a Lien under applicable law on such Collateral subject to no Liens other than Permitted Liens, and (ii) take all actions reasonably necessary to cause such Lien to be duly perfected to the extent required by such Security Document (or such other New York law

governed documents (or such other documents governed by the laws of a Covered Jurisdiction, as applicable)) in accordance with all applicable Requirements of Law, including the filing of financing statements and intellectual property security agreements (or similar) in such jurisdictions as necessary or as may be reasonably requested by the Administrative Agent, the Collateral Agent or the Required DIP Creditors. The Company and the other Credit Parties shall otherwise take such actions and execute and/or deliver to the Collateral Agent such New York law governed documents (or such other documents governed by the laws of a Covered Jurisdiction, as applicable) as necessary or as the Administrative Agent, the Collateral Agent or the Required DIP Creditors shall reasonably require to confirm the validity, perfection and priority of the Lien of the Security Documents on such after-acquired Collateral.

(b) Subject to the terms of the Security Documents and **Section** 5.15, upon the formation of or acquisition of, in each case, a Restricted Subsidiary that is a Wholly Owned Restricted Subsidiary (other than any Excluded Subsidiary) after the Closing Date or upon any Excluded Subsidiary ceasing to constitute an Excluded Subsidiary, within 15 (fifteen) days after such formation, acquisition, designation or cessation, or such longer period as the Administrative Agent (at the direction of the Required DIP Creditors) may approve in its reasonable discretion, the Company shall:

(i) deliver to the Collateral Agent the certificates, if any, representing all of the Equity Interests of such Wholly Owned Restricted Subsidiary that constitute Collateral, together with undated Equity Interest powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all intercompany notes owing from such Wholly Owned Restricted Subsidiary to any Credit Party required to be delivered pursuant to the Security Agreement or other applicable Security Document and not previously so delivered, together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Credit Party or Additional Guarantor, as applicable, and all other Collateral that is required to be delivered pursuant to the Security Agreements or other applicable Security Document and not previously so delivered;

(ii) cause any such new Wholly Owned Restricted Subsidiary (except Excluded Subsidiaries), (A) to execute and deliver a Joinder Agreement or such comparable documentation to become a Subsidiary Guarantor, (B) to execute and deliver (x) in the case of a Domestic Subsidiary, a joinder agreement to the U.S. Security Agreement substantially in the form annexed thereto and (y) in the case of a Foreign Subsidiary enter into either a joinder agreement to the applicable Security Documents governed by the laws of the jurisdiction in which such Foreign Subsidiary is organized or incorporated (in form and substance acceptable to the Collateral Agent (acting at the direction of the Required DIP Creditors)) or new Security Documents to grant security interests over its assets that constitute Collateral, in each case (other than in respect of the Canadian Credit Parties) subject to the Guarantee Limitations (C) [reserved] and (D) at the election of the Required DIP Creditors, to take all actions necessary to cause the Lien created on the Collateral (which shall exclude Excluded Property and be subject to the limitations set forth herein and the applicable Security Documents (if any)) by the applicable Security Documents to be duly perfected under U.S. federal and applicable state law and each other applicable Covered Jurisdiction to the extent required by such agreements (and, in the case of Foreign Subsidiaries (other than Canadian Subsidiaries), by any customary security principles agreed between the Administrative Agent and the Company), in accordance with all applicable Requirements of Law, including the filing of financing statements and intellectual property security agreements (or equivalent) in such jurisdictions as may be necessary or reasonably requested by the Administrative Agent, the Collateral Agent or the Required DIP Creditors; *provided* that, (y) no pledge of Excluded Equity Interests shall be required, and (z) no perfection actions by "control" (except with respect to Equity Interests and certain debt instruments), mortgage, deed of trust, deed to secure debt, leasehold mortgages, landlord waivers or collateral access agreements shall be required to be entered into

other than with respect to Material Real Property (and only to the extent necessary, taking the Orders into consideration, to preserve, protect or, solely if applicable, foreclose on the liens on such Material Real Property); and

(iii) cause any such new Wholly Owned Restricted Subsidiary to become a Debtor under the Chapter 11 Cases.

(c) Further to the Interim DIP Order (and, when entered, the Final DIP Order), to secure the full and timely payment and performance of the Obligations, each Credit Party hereby and unconditionally grants, bargains, assigns, mortgages, sells, transfers and conveys, to the Collateral Agent, for the ratable benefit of the Secured Parties, the Mortgaged Property, to have and to hold the Mortgaged Property, in trust for the Collateral Agent, for the benefit of the Secured Parties, with power of sale (to the fullest extent permitted by applicable law) (but excluding from the foregoing grant, Excluded Property) and each party does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Mortgaged Property unto the Collateral Agent, for the benefit of the Secured Parties.

Section 5.11 Security Interests; Further Assurances. Promptly upon reasonable request by the Administrative Agent, the Collateral Agent or the Required DIP Creditors (and in respect of the Foreign Credit Parties (other than Canadian Credit Parties) or Foreign DIP Collateral (other than Collateral of the Canadian Credit Parties), subject to the Guarantee Limitations) (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Security Document or other document or instrument relating to any Collateral, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, the Collateral Agent or the Required DIP Creditors may reasonably request from time to time in order to carry out more effectively the purposes of this Agreement and the Security Documents; *provided* that, notwithstanding anything else contained herein or in any other Loan Document to the contrary, (t) no notice to or consent from any Governmental Authority under the Federal Assignment of Claims Act (or any state equivalent thereof) shall be required, (u) there shall be no requirement to enter into any source code escrow arrangement, (v) the foregoing shall not apply to any Excluded Subsidiary or Property of any Excluded Subsidiary or any Excluded Property or any Excluded Equity Interests, (w) any such documents and deliverables shall be governed by New York law or, if applicable to a Foreign Credit Party, the laws of the relevant Covered Jurisdiction and (x) no perfection actions by "control" (except with respect to Equity Interests and certain debt instruments), mortgage, deed of trust, deed to secure debt, leasehold mortgages or landlord waivers, estoppels or collateral access letters shall be required to be entered into hereunder or under any other Loan Document (other than with respect to Material Real Property, and then only upon request by the Required DIP Creditors and to the extent necessary, taking the Orders into consideration, to preserve, protect or, solely if applicable, foreclose on the liens on such Material Real Property). Notwithstanding the foregoing or anything else herein or in any other Loan Document to the contrary, in no event shall (A) the assets of any Excluded U.S. Subsidiary or Excluded Foreign Subsidiary (including the Equity Interests of any Subsidiary thereof) constitute security or secure, or such assets or the proceeds of such assets be required to be available for, payment of the Obligations, (B) more than 65% of the Voting Stock of and 100% of the Equity Interests that are not Voting Stock of any CFC Holding Company or CFC, in each case, (i) owned directly by a Credit Party and (ii) organized in a Specified Jurisdiction be required to be pledged to secure the Obligations or (C) any Equity Interests of any Subsidiary owned by an Excluded Foreign Subsidiary or Excluded U.S. Subsidiary (or any Subsidiary of any Excluded Foreign Subsidiary or Excluded U.S. Subsidiary) be required to be pledged to secure the Obligations.

Section 5.12 [Reserved].

Section 5.13 Compliance with Law. Comply (i) with all Requirements of Law and all orders, writs, injunctions and decrees applicable to Holdings, the Company or any Subsidiary Guarantor or to their business or property, except (A) as otherwise excused or prohibited by the Bankruptcy Code and subject to any required approval by the Bankruptcy Court or (B) to the extent that the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect and (ii) with the Bankruptcy Code, the Bankruptcy Rules and any other order of the Bankruptcy Court (other than the Orders) in all material respects and (iii) with the Orders in all respects.

Section 5.14 Anti-Terrorism; Sanctions; Anti-Corruption.

(a) Comply in all material respects with all applicable Sanctions, anti-corruption laws and Anti-Terrorism Laws.

(b) (i) Not repay the Loans or Notes, or make any other payment to any DIP Creditor, using funds or properties of Holdings, the Company or any Restricted Subsidiaries that are, to the knowledge of the Company, the property of any Person that is the subject or target of Sanctions or that are, to the knowledge of the Company, beneficially owned, directly or indirectly, by any Person that is the subject or target of Sanctions, in each case, that would cause a violation of Anti-Terrorism Laws or applicable Sanctions or any other applicable Requirement of Law by any Person participating in the Loans or Notes, or (ii) to the knowledge of the Company, not permit any Person that is the subject of Sanctions to have any direct or indirect interest, in Holdings, the Company or any of the Subsidiaries, with the result that the investment in Holdings, the Company or any of the Subsidiaries (whether directly or indirectly) or the Loans made or Notes purchased by the DIP Creditors would be in violation of any applicable Sanctions.

(c) Each Credit Party will maintain in effect and enforce policies and procedures that are reasonably designed to promote compliance by the Credit Parties and their respective directors, officers, employees and agents with Sanctions, Anti-Terrorism Laws, the FCPA, Canadian Economic Sanctions and Export Control Laws and other applicable anti-corruption laws.

(d) The covenants in Section 5.14 shall not apply to any Canadian Credit Party, or to any director, officer, agent or employee of such Credit Party, to the extent that they would result in a violation of or conflict with the Foreign Extraterritorial Measures (United States) Order, 1992.

Section 5.15 Post-Closing Deliveries.

(a) The Company hereby agrees to deliver, or cause to be delivered, to the Administrative Agent and the Required DIP Creditors, the items described on Schedule **5.15** hereof, if any, on or before the dates specified with respect to such items, or such later dates as may be agreed to by, or as may be waived by, the Required DIP Creditors.

(b) All representations and warranties 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 and in Schedule **5.15**, rather than as elsewhere provided in the Loan Documents); *provided* that (x) to the extent any representation and warranty would not be true because the foregoing actions were not taken on the Closing Date or, following the Closing Date, prior to the date by which such action is required to be taken by **Section** 5.15(a), the respective representation and warranty shall be required to be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) 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 Schedule **5.15**) and (y) all representations and warranties relating to the assets set forth on Schedule **5.15** pursuant to the Security

Documents shall be required to be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) immediately after the actions required to be taken under this **Section** 5.15 (and Schedule **5.15**) have been taken (or were required to be taken), except to the extent any 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 (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) as of such earlier date.

Section 5.16 Blocking Laws.

(a) Article V shall only:

(i) be given by a Restricted Member of the Group; or

(ii) apply for the benefit of a Restricted Secured Party,

to the extent that this would not result in any violation by or expose of such entity or any directors, officer or employee thereof to any liability under:

(A) EU Regulation (EC) 2271/96;

(B) §7 of the German *Außenwirtschaftsverordnung* (in connection with section 4 paragraph 1 no. 3 of the German *Außenwirtschaftsgesetz*);

(C) the Foreign Extraterritorial Measures (United States) Order, 1992 (Canada); or

(D) any similar applicable anti-boycott law, regulation or statute in force from time to time that is applicable to such entity.

(b) In connection with any amendment, waiver, determination or direction relating to any part of this Article V in relation to which:

(i) a Secured Party is a Restricted Secured Party; and

(ii) in accordance with paragraph (a) above, that Restricted Secured Party does not have the benefit of it:

(A) the Commitments, Loans and Notes of a DIP Creditor that is a Restricted Secured Party; and

(B) the vote of any other Restricted Secured Party which would be required to vote in accordance with the provisions of this Agreement,

(c) shall be excluded for the purpose of calculating the total Commitments, Loans and Notes when ascertaining whether any relevant percentage of total Commitments, Loans and Notes has been obtained to approve such amendment, waiver, determination or direction request and its status as a Secured Party shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Secured Party has been obtained to approve such amendment, waiver, determination or direction.

Section 5.17 Performance Milestones. Comply with the Performance Milestones described on Annex C within the time periods specified therefor on Annex C hereto (each such date as may be extended by the Administrative Agent (acting at the direction of the Required DIP Creditors) or the Required DIP Creditors in writing (including by email from the Specified Ad Hoc Group Advisors), in each case in their sole discretion, a "**Performance Due Date**"). The Credit Parties shall notify the Administrative Agent (for further distribution to the DIP Creditors) not later than one (1) Business Day after the Credit Parties fail to fully comply with the Performance Milestones and reporting described in Annex C by the applicable Performance Due Date.

Section 5.18 Certain Bankruptcy Matters (Compliance with Orders). Comply in all material respects (i) after entry thereof, with all of the requirements and obligations set forth in the Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance thereof and with this Agreement, (ii) after entry thereof, with each order of the type referred to in clause (b) of the definition of "Approved Bankruptcy Court Order", as each such order is amended and in effect in accordance with this Agreement (including, for the avoidance of doubt, the requirements set forth in clause (b) of the definition of "Approved Bankruptcy Court Order") and (iii) after entry thereof, the First Day Orders (to the extent not covered by clause (i) or (ii) above) and the orders approving the Debtors' "second day" relief and any pleadings seeking to establish material procedures for administration of the Chapter 11 Cases or approving significant or material outside the ordinary course of business transactions obtained in the Chapter 11 Cases, as each such order is amended and in effect in accordance with this Agreement (including, for the avoidance of doubt, the requirements set forth in clause (c) of the definition of "Approved Bankruptcy Court Order").

Section 5.19 Bankruptcy Notices.

(a) Furnish to the Specified Ad Hoc Group Advisors, to the extent reasonably practicable, no later than two (2) calendar days (or such shorter period as the Specified Ad Hoc Group Advisors may agree) prior to filing with the Bankruptcy Court, the Interim DIP Order and Final DIP Order (as applicable) and all other proposed orders and pleadings relating to the Term Loans and Notes and the Loan Documents, any other financing or use of Cash Collateral, any sale or other disposition of Collateral outside the ordinary course or having a value in excess of Five Hundred Thousand Dollars ($500,000) per transaction or series of related transactions, or having a value in excess of Two Million Dollars ($2,000,000) in the aggregate, cash management, adequate protection, any Chapter 11 Plan and/or any disclosure statement or supplemental document related thereto.

(b) Furnish to the Specified Ad Hoc Group Advisors, to the extent reasonably practicable, no later than two (2) calendar days (or such shorter period as the Specified Ad Hoc Group Advisors in its reasonable discretion may agree) prior to filing with the Bankruptcy Court all other material filings, motions, pleadings, other papers or material notices to be filed with the Bankruptcy Court relating to any request (x) to approve any compromise and settlement of claims whether under Rule 9019 of the Federal Rules of Bankruptcy Procedure or otherwise or (y) for relief under section 363 of the Bankruptcy Code, in each case other than notices, filings, motions, pleadings or other information concerning less than Five Hundred Thousand Dollars ($500,000) in value.

Section 5.20 Insolvency Proceedings. If any Credit Party or any of its Subsidiaries institutes or consents to the institution of any insolvency proceeding (other than the Chapter 11 Cases), shall or shall cause such Credit Party or Subsidiary to become a Debtor under the Chapter 11 Cases (unless such Credit Party or Subsidiary is already a Debtor under the Chapter 11 Cases).

Section 5.21 [Reserved].

Section 5.22 Priority of Liens and Claims. In the case of each Credit Party that is a Debtor, covenant, represent and warrant that:

(a) Upon entry of the Interim DIP Order (and when applicable, the Final DIP Order), its Obligations hereunder and under the other Loan Documents, in each case subject to the Orders, as applicable shall at all times (i) constitute an allowed Superpriority Claim against such Credit Party, which will be payable from and have recourse to all pre- and Post-Petition property of such Credit Party and all proceeds thereof (excluding Avoidance Actions but including Avoidance Proceeds), subject to the extent provided in the Interim DIP Order or the Final DIP Order, as applicable, and any payments or proceeds on account of such Superpriority Claim shall be distributed in accordance with Section 8.02 and (ii) to the extent such security interest may be perfected by virtue of the Order or by filings of Uniform Commercial Code financing statements or any other method of perfection referred to in this definition or requested by a Direction of the Required DIP Creditors; be secured by a valid, binding, continuing, enforceable, fully-perfected senior security interest and Lien on all of the assets of such Credit Party, whether currently existing or thereafter acquired, of the same nature, scope and type as the Collateral with the priorities set forth in the Orders; *provided* that the Liens required to be granted from time to time after the Closing Date pursuant to this Agreement by or in respect of a Foreign Credit Party, a Foreign Subsidiary and/or any Foreign Security Agreement shall be subject to the Guarantee Limitations, the Legal Reservations and the Perfection Requirements and any other exceptions and limitations set forth in this Agreement and the applicable Security Documents. For the avoidance of doubt, foregoing 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 or any Excluded Subsidiary.

(b) Except as provided in the Orders, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including a case under Chapter 7 of the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of section 552 of the Bankruptcy Code, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) or any similar principle of law, without the prior written consent of the Administrative Agent, the Collateral Agent and the Required DIP Creditors, as the case may be with respect to their respective interests, and no consent shall be implied from any action, inaction or acquiescence by the Administrative Agent, the Collateral Agent or the DIP Creditors. Subject to the entry of the Final DIP Order providing such relief, in no event shall the Administrative Agent, the Collateral Agent, the DIP Creditors or the Prepetition Secured Parties (as defined in the Orders) be subject to (i) the "equities of the case" exception contained in section 552(b) of the Bankruptcy Code, or (ii) the equitable doctrine of "marshaling" or any other similar doctrine with respect to the Collateral.

(c) Except for the Carve Out and as otherwise set forth in the applicable Order and herein, the Superpriority Claims shall at all times be senior to the rights of such Credit Party, any Chapter 11 trustee and, subject to section 726 of the Bankruptcy Code, any Chapter 7 trustee, or any other creditor (including, without limitation, Post-Petition counterparties and other Post-Petition creditors) in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code, including, without limitation, any Chapter 7 cases (if any of the Chapter 11 Cases are converted to cases under Chapter 7 of the Bankruptcy Code).

Section 5.23 DIP Term Loan Proceeds Account. The Borrower shall hold all proceeds of the New Money Term Loans in a Deposit Account (the "**DIP Term Loan Proceeds Account**") at a financial institution reasonably acceptable to the Required DIP Creditors; *provided,* that the Credit Parties'

JPMorgan Chase Bank account ending in x9539 shall be deemed satisfactory. The Borrower may only withdraw funds from the DIP Term Loan Proceeds Account if such funds are applied in accordance with the Budget (subject to any permitted variance described in Section 6.18) or the Required DIP Creditors have otherwise given their prior written consent. The DIP Term Loan Proceeds Account may not be closed.

ARTICLE VI
NEGATIVE COVENANTS

Until the Termination Date shall have occurred, none of the Credit Parties will, nor will permit any of its Restricted Subsidiaries to (subject to Section 6.07, it being understood that for purposes of this Article VI, "Group Members" shall exclude Luyang Group (which for the avoidance of doubt, shall not be subject to this Article VI)):

Section 6.01 Indebtedness. Incur, create, assume or permit to exist, directly or indirectly, any Indebtedness, except:

(a) Indebtedness incurred under this Agreement and the other Loan Documents (including, without duplication, 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, in each case, with respect to Indebtedness permitted hereunder);

(b) Indebtedness in existence on the Closing Date (other than Prepetition Indebtedness) and set forth on Schedule **6.01**(b);

(c) Prepetition Indebtedness in an aggregate principal amount not to exceed the aggregate principal amount outstanding on the Petition Date plus accrued interest and any interest paid in kind;

(i) [reserved];

(ii) [reserved];

(iii) [reserved];

(iv) [reserved];

(d) Indebtedness under Hedging Obligations with respect to interest rates, foreign currency exchange rates or commodity prices entered into in the ordinary course of business and not for speculative purposes;

(e) Indebtedness in respect of Purchase Money Obligations or Capital Lease Obligations in the ordinary course of business, in an aggregate amount for all such Indebtedness under this clause **(**e) not to exceed, at any time outstanding, $2,000,000;

(f) Indebtedness in respect of (x) appeal bonds or similar instruments and (y) payment, bid, performance or surety bonds, or other similar bonds, completion guarantees, pension guarantees, or similar instruments, workers' compensation claims, health, disability or other employee benefits, self-insurance obligations, letters of credit, and bankers' acceptances issued for the account of any Group Member, in each case listed under this clause (y), in the ordinary course of business, and including guarantees or obligations of any Group Member with respect to letters of credit supporting such appeal, payment, bid, performance or surety or other similar bonds, completion guarantees, pension guarantees, or

similar instruments, workers' compensation claims, health, disability or other employee benefits, self-insurance obligations and bankers' acceptances (in each case other than for an obligation for money borrowed);

(g) (i) Contingent Obligations in respect of Indebtedness otherwise permitted to be incurred by such Group Member under this **Section** 6.01 (*provided* that (x) the foregoing shall not permit a non-Credit Party to guarantee Indebtedness that it could not otherwise incur under this **Section** 6.01 and (y) if any such Indebtedness is subordinated (including as to lien or collateral priority) to the Obligations, such Contingent Obligation shall be subordinated on terms at least as favorable to the DIP Creditors) and (ii) Indebtedness constituting Investments permitted under **Section** 6.03 (other than **Section** 6.03(n)) (*provided* that any Indebtedness advanced by any Restricted Subsidiary that is not a Credit Party to the Company or any other Credit Party pursuant to this clause (g)(ii) shall be subordinated to the Obligations pursuant to the terms of the Intercompany Note or other subordination terms reasonably acceptable to the Required DIP Creditors), in the case of each of the foregoing clauses (i) and (ii), incurred in the ordinary course of business;

(h) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five (5) Business Days of incurrence;

(i) Unsecured Indebtedness arising in connection with the endorsement of instruments for deposit in the ordinary course of business;

(j) Unsecured Indebtedness in respect of netting services or overdraft protection or otherwise in connection with deposit or securities accounts 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) [reserved];

(m) subject to Section 6.03(f), intercompany Indebtedness incurred in the ordinary course of business owing (i) by and among the Credit Parties, (ii) by Restricted Subsidiaries that are not Credit Parties to Restricted Subsidiaries that are not Credit Parties, (iii) by Restricted Subsidiaries that are not Credit Parties to Credit Parties and (iv) by Credit Parties to Subsidiaries that are not Credit Parties in an aggregate amount not to exceed $500,000; *provided* that Indebtedness under this clause (m)(iv) shall be unsecured and shall be subordinated to the Obligations pursuant to the terms of the Intercompany Note or other subordination terms reasonably acceptable to the Required DIP Creditors;

(n) [reserved];

(o) Indebtedness arising as a direct result of judgments, orders, awards or decrees against Holdings or any Restricted Subsidiaries, in each case arising in the ordinary course of business and not constituting an Event of Default;

(p) Unsecured Indebtedness representing any Taxes to the extent such Taxes are being contested by any Group Member in good faith by appropriate proceedings and adequate reserves are being maintained by the Group Members in accordance with GAAP (or any other applicable accounting standard);

(q) [reserved];

(r) [reserved];

(s) Indebtedness of Restricted Subsidiaries that are not Credit Parties (but only to the extent non-recourse to the Credit Parties) and any joint ventures, and any guarantees thereof by Restricted Subsidiaries that are not Credit Parties, in aggregate principal amount not to exceed $500,000; *provided* that, in the case of Indebtedness incurred by joint ventures pursuant to this clause (s), such joint venture must be formed for a legitimate business purpose and in the ordinary course of business and with a non-Affiliate party;

(t) Disqualified Capital Stock issued by the Company or the Restricted Subsidiaries to the extent that (i) such Disqualified Capital Stock is payment subordinated to the Secured Obligations and (ii) the principal amount or liquidation preference of all other Disqualified Capital Stock then outstanding and incurred pursuant to this clause (t), does not exceed an amount equal to $250,000;

(u) [reserved];

(v) [reserved];

(w) [reserved];

(x) additional Indebtedness (or Disqualified Capital Stock) of the Company and the Restricted Subsidiaries; *provided* that, immediately after giving effect to any of incurrence of Indebtedness under this clause (x), the sum of the aggregate principal amount of Indebtedness outstanding under this clause (x) shall not exceed $1,000,000; *provided, further*, that any Indebtedness under this clause (x) must be secured by Liens on Collateral ranking on a junior basis to the Liens on the Collateral securing the Secured Obligations or be unsecured and incurred in the ordinary course of business;

(y) to the extent constituting Indebtedness and incurred in the ordinary course of business, advances in respect of transfer pricing or shared services agreements that are permitted by **Section** 6.03(z);

(z) [reserved];

(aa) Indebtedness pursuant to trade letters of credit and cash collateralized letters of credit in an aggregate amount not to exceed the greater of $4,000,000 in the ordinary course of business;

(bb) Indebtedness (i) incurred in, any Investment or any Asset Sale, in each case to the extent constituting indemnification obligations or obligations in respect of purchase price (including earn-outs and any other contingent consideration obligations or deferred purchase price obligations or any Indebtedness incurred to finance such obligations) or other similar adjustments, or (ii) outstanding at any time to the seller of any business or assets permitted to be acquired by Holdings or any Restricted Subsidiary hereunder, in each case incurred prior to the Closing Date and in the ordinary course of business;

(cc) Unsecured Indebtedness in respect of credit cards, purchasing cards, treasury management services and other netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs, controlled disbursement, ACH transactions, return items, interstate depository network service, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management, and, in each case, similar arrangements, in each case, to the extent incurred in the ordinary course of business and not in violation of the Cash Management Order in any material respect;

(dd) Indebtedness representing deferred compensation or other similar arrangements incurred in the ordinary course of business;

(ee) all premiums (if any), interest (including Post-Petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through **Error! Reference source not found.** of this **Section** 6.01;

(ff) customary indemnities contained in mandate, engagement and commitment letters, facility agreements, purchase agreements and indentures, in each case entered into in respect of Indebtedness permitted pursuant to this **Section** 6.01 and any Permitted Refinancing in respect thereof;

(gg) [reserved];

(hh) Indebtedness consisting of unsecured guarantees incurred in the ordinary course of business by the Company or any of its Restricted Subsidiaries of operating leases of Subsidiary Guarantors;

(ii) Indebtedness in respect of premium financing arrangements incurred in the ordinary course of business (*provided* that the aggregate principal amount of such Indebtedness shall not exceed the annual premium amount and shall be secured only by the Liens described in **Section** 6.02(gg));

(jj) Indebtedness consisting of obligations owing under any dealer, customer or supplier incentive, supply, non-exclusive license or similar agreements entered into in the ordinary course of business;

(kk) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business; and

(ll) any Indebtedness pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*).

Section 6.02 Liens. Create, incur, assume or permit to exist, directly or indirectly, any Lien on any property now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, the "**Permitted Liens**"):

(a) Liens for Taxes not yet delinquent and Liens for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP (or any other applicable accounting standard) or that are for Taxes the nonpayment of which is permitted or required by the Bankruptcy Court;

(b) Liens in respect of property of any Group Member imposed by Requirements of Law, (i) which were incurred in the ordinary course of business after the Petition Date and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business or otherwise pertaining to Indebtedness permitted under **Section** 6.01(f) and (h) which do not in the aggregate materially detract from the value of the property of the Group Members, taken as a whole, and do not materially impair the use thereof in the operation of the business of the Group Members, taken as a whole, and which, if they secure obligations that are then more than 30 days overdue and unpaid, are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, or (ii) arising mandatorily on the assets of any Foreign Subsidiary;

(c) any Lien in existence on the Closing Date and set forth on Schedule **6.02**(c) and any Lien granted as a replacement or substitute therefor; *provided* that any such Lien does not secure any obligation other than those it secured on the Closing Date; *provided further* that any such replacement or substitute Lien (i) does not secure an aggregate amount of Indebtedness, if any, greater than the amount of such Indebtedness secured on the Closing Date and (ii) does not encumber any property in a material manner other than the property subject thereto on the Closing Date and any proceeds therefrom (any such Lien, an "**Existing Lien**");

(d) easements, rights-of-way, restrictions (including zoning restrictions), covenants, conditions, licenses, encroachments, protrusions and other similar charges or encumbrances, and title deficiencies on or other irregularities with respect to any Real Property, in each case whether now or hereafter in existence, not (i) securing Indebtedness or (ii) individually or in the aggregate materially interfering with the ordinary conduct of the business and operations of the Group Members at such Real Property or materially adversely affecting the value, use and occupancy thereof;

(e) Liens to the extent arising out of judgments, orders, attachments, decrees or awards not resulting in an Event of Default;

(f) Liens (x) imposed by Requirements of Law or deposits made in connection therewith in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security legislation, (y) incurred to secure the performance of appeal bonds or incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise taxes), surety, stay, customs bonds and statutory bonds, bids, leases (including deposits with respect thereto), government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) or (z) arising by virtue of deposits made in the ordinary course of business to secure liability for premiums to insurance carriers; *provided* that (i) with respect to subclauses (x), (y) and (z) of this clause (f), such Liens are for amounts not yet delinquent or, to the extent such amounts are so delinquent, such amounts are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings or orders entered in connection with such proceedings have the effect of preventing the forfeiture or sale of the property subject to any such Lien and (ii) to the extent such Liens are not imposed by Requirements of Law, such Liens shall in no event encumber any property other than cash and cash equivalents (including Cash Equivalents);

(g) Leases, subleases, licenses and sublicenses of any Property (other than Intellectual Property) of any Group Member granted by such Group Member to third parties, in each case entered into in the ordinary course of such Group Member's business;

(h) any interest or title of a lessor, sublessor, licensor, sublicensor, licensee or sublicensee under any lease, sublease, license or sublicense not prohibited by this Agreement or the other Security Documents;

(i) Liens which may arise as a result of municipal and zoning codes and ordinances, building and other land use laws imposed by any Governmental Authority which are not violated in any material respect by existing improvements or the present use or occupancy of any real property;

(j) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by any Group Member, in each case, in the ordinary course of business in accordance with the past practices of such Group Member;

(k) Liens securing Indebtedness incurred pursuant to Section 6.01(e); *provided* that (other than with respect to any Sale Leaseback Transaction) any such Liens attach only to the property being financed pursuant to such Indebtedness;

(l) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Group Member, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; *provided* that, unless such Liens are non-consensual and arise by operation of law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness (but in any case including, Liens under or in connection with the German general terms and conditions of banks and saving banks (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*);

(m) Liens in respect of the cash collateralization of letters of credit;

(n) (i) Liens granted pursuant to the Security Documents to secure the Secured Obligations (ii) Liens in existence on the Petition Date securing Prepetition Secured Indebtedness or (iii) without duplication of the preceding clause (ii), Liens existing on the Closing Date and set forth on Schedule 6.01(b); *provided* that such Lien does not secure any obligations other than those it secured on the Closing Date;

(o) (i) non-exclusive licenses and non-exclusive sublicenses of Intellectual Property granted by any Group Member in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Group Members and (ii) licenses and sublicenses of Intellectual Property granted pursuant to the Unifrax China License Agreement;

(p) [reserved];

(q) [reserved];

(r) statutory deemed trusts or similar Liens in respect of contributions required to be made, or withheld and remitted, by a Canadian Credit Party to a Canadian Pension Plan or a Canadian MEPP that are (A) not yet due; or (B) overdue but immaterial and the result of an inadvertent error, *provided* that such contributions are remitted no later than thirty (30) days after the Canadian Credit Party becomes aware of such error;

(s) Liens attaching solely to cash earnest money deposits in connection with an Investment permitted by **Section** 6.03 (other than **Section** 6.03(j));

(t) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(u) Liens granted by a Restricted Subsidiary (i) that is not a Credit Party in favor of any other Restricted Subsidiary in respect of Indebtedness or other obligations owed by such Restricted Subsidiary to such other Restricted Subsidiary or (ii) in favor of any Credit Party;

(v) Liens on insurance policies and the proceeds thereof granted in the ordinary course of business to secure the financing of insurance premiums with respect thereto under **Section** 6.01(k); *provided* that such financing is approved by the Bankruptcy Court pursuant to an order satisfactory to the Required DIP Creditors;

(w) Liens (i) incurred in the ordinary course of business in connection with the purchase or shipping of goods or assets (or the related assets and proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets, and (ii) 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;

(x) Liens of any Group Member with respect to Indebtedness and other obligations, incurred in the ordinary course of business, which must be secured on Collateral ranking on a junior basis to the Liens on the Collateral securing the Secured Obligations, that do not in the aggregate exceed the sum of (a) $1,000,000 at any time and (b) any accrued interest thereon and any interest paid in kind on any Indebtedness or other obligations described in clause (a) above;

(y) Liens on assets or property of Restricted Subsidiaries or any joint ventures that are not Credit Parties securing Indebtedness and other obligations of such Restricted Subsidiary that is not a Credit Party permitted to be incurred pursuant to **Section** 6.01 (so long as such Liens do not extend to the assets of any Credit Parties);

(z) [reserved];

(aa) [reserved];

(bb) Liens on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to **Section** 6.03 to be applied against the purchase price for such Investment;

(cc) Liens on Equity Interests (i) deemed to exist in connection with any options, put and call arrangements, rights of first refusal and similar rights relating to Investments in Persons that are not Restricted Subsidiaries of Holdings arising in the ordinary course of business or (ii) of any joint venture or similar arrangement pursuant to any joint venture or similar arrangement, in each case, arising in the ordinary course of business;

(dd) [reserved];

(ee) [reserved];

(ff) [reserved];

(gg) Liens securing insurance premium financing arrangements; *provided* that such Liens only encumber insurance premiums, policies or dividends with respect to the policies that were financed with the funds advanced under such arrangements;

(hh) Liens arising from precautionary UCC, PPSA or other non-U.S. equivalent financing statements (or equivalents), to the extent applicable, entered into in connection with any transaction otherwise permitted under this Agreement;

(ii) Liens arising from or in connection with the Erie County IDA;

(jj) Liens required to be granted under mandatory law in favour of creditors as a consequence of a merger or conversion permitted under the Loan Documents due to §§ 22, 204 German Transformation Act (*Umwandlungsgesetz – UmwG*);

(kk) any Lien pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*); and

(ll) Liens granted pursuant to any Order.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "**Increased Amount**" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness permitted hereunder with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 6.03 Investments, Loans and Advances. Directly or indirectly, lend money or credit (by way of guarantee or otherwise) or make advances to any person, or purchase or acquire any Equity Interests, bonds, notes, debentures, guarantees or other securities of, or make any capital contribution to, or acquire assets constituting all or substantially all of the assets of, or acquire assets constituting a line of business, business unit or division of, any other person (all of the foregoing, other than (a) intercompany advances arising from their cash management, tax, treasury, trade, accounting operations, treasury management services and other netting services, cash pooling, capital expenditure cash flows and operational foreign exchange management, in each case, not in violation of the Cash Management Order, and (b) intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms), in each case, made in the ordinary course of business or consistent with past practice collectively, "**Investments**"), except that the following shall be permitted so long as they are (i) for a bona fide business purpose or (ii) in the ordinary course of business:

(a) the Group Members may consummate the Transactions in accordance with the provisions of the Loan Documents;

(b) (i) Investments outstanding, contemplated or made pursuant to binding commitments in effect on the Closing Date and identified on Schedule **6.03**(b) and (ii) Investments consisting of any modification, replacement, renewal, reinvestment or extension of any Investment described in clause (i) above; *provided* that the amount of any Investment permitted pursuant to this clause (ii) is not increased from the amount of such Investment on the Closing Date except pursuant to the terms of such Investment as of the Closing Date;

(c) the Group Members may (i) acquire and hold accounts receivable owing to any of them if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms, (ii) invest in, acquire and hold cash and Cash Equivalents, and other cash equivalent Investments, (iii) endorse negotiable instruments held for collection or deposit in the ordinary course of business or (iv) make lease, utility and other similar deposits in the ordinary course of business;

(d) Hedging Obligations permitted by Section 6.01(d) (including in connection with the terminations or unwinding thereof);

(e) loans and advances (x) to directors, employees and officers of any Group Member in the ordinary course of business, or otherwise for *bona fide* business purposes in an aggregate amount not to exceed $500,000 and (z) consisting of commissions advanced to producers that may not be earned

through personal production and that are earned over time or written off by the Company as unearned salary;

(f) Investments (i) by any Group Member in a Credit Party, (ii) by any Group Member that is not a Credit Party in any other Group Member and (iii) by any Credit Party in any Restricted Subsidiary that is not a Credit Party; *provided* that the amount of Investments pursuant to clause (iii) of this **Section** 6.03(f) shall not exceed $1,000,000, which shall be required to be pledged pursuant to the Intercompany Note;

(g) Investments in securities or other assets of trade creditors or customers in the ordinary course of business received in settlement of *bona fide* disputes or upon foreclosure or pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;

(h) Investments held by any Group Member as a result of consideration received in connection with an Asset Sale or other disposition made in compliance with **Section** 6.05 (other than **Section** 6.05(e));

(i) [reserved];

(j) any Group Member may make pledges and deposits permitted under **Section** 6.02;

(k) [reserved];

(l) Investments consisting of earnest money deposits required in connection with a permitted Investment;

(m) [reserved];

(n) Contingent Obligations and other Indebtedness permitted by **Section** 6.01 (other than **Section** 6.01(g)(ii)), performance guarantees, and transactions permitted under **Section** 6.04 (other than **Section** 6.04(b));

(o) [reserved];

(p) (x) Investments in deposit and investment accounts (including, for the avoidance of doubt, eurocurrency investment accounts) opened in the ordinary course of business with financial institutions and (y) any Investment in any Subsidiary or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business or consistent with past practice;

(q) [reserved];

(r) Investments to the extent constituting the reinvestment of the Net Cash Proceeds arising from any Asset Sale and permitted pursuant to Section 2.10 or other disposition made in compliance with **Section** 6.05 or Casualty Events to repair, replace or restore any property in respect of which such Net Cash Proceeds were paid or to reinvest in other fixed or Capital Assets or assets that are otherwise used or useful in the business of the Group Members;

(s) [reserved];

(t) purchases and other acquisitions of inventory, materials, equipment, intangible property and other assets in the ordinary course of business;

(u) (i) leases and subleases of real or personal property and (ii) non-exclusive licenses and non-exclusive sublicenses of Intellectual Property permitted under **Section** 6.02(o) and other personal property in the ordinary course of business;

(v) Investments to the extent that payment for such Investments is made solely with cash contributions from the issuance of Equity Interests (other than Disqualified Capital Stock) of Holdings or Holdings' Equity Interests which are contributed as cash common equity to any Credit Party and Not Otherwise Applied;

(w) so long as no Event of Default under Section 8.01(a), (b), (g) or (h) has occurred and is continuing or would immediately result therefrom, Investments in joint ventures of any Group Member; provided, that the aggregate amount of such Investments outstanding at any time under this clause (w) shall not exceed $500,000; *provided*, further, that such joint venture must be formed for a legitimate business purpose, with a non-Affiliate and the purpose of such joint venture shall not be to effectuate a liability management transaction;

(x) [reserved];

(y) other Investments; *provided*, that the aggregate amount of such Investments outstanding at any time under this clause (y) shall not exceed $1,000,000;

(z) to the extent constituting Investments, advances in respect of transfer pricing and cost-sharing arrangements (*i.e.*, "cost-plus" arrangements) that are (A) in the ordinary course of business and consistent with the Group Members' historical practices and (B) funded not more than 120 days in advance of the applicable transfer pricing and cost-sharing payment;

(aa) advances of payroll payments to employees in the ordinary course of business;

(bb) [reserved];

(cc) Investments in the ordinary course of business (x) consisting of customary trade arrangements with customers consistent with past practices and (y) in connection with obtaining, maintaining or renewing client contracts and loans or advances made to distributors;

(dd) [reserved];

(ee) Investments resulting from the exercise of drag-along rights, put-rights, call-rights or similar rights under joint venture or similar documents;

(ff) [reserved]; and

(gg) [reserved].

The amount of any Investment shall be the initial amount of such Investment less all returns of principal, capital, Dividends and other cash returns therefrom and less all liabilities expressly assumed by another person in connection with the sale of such Investment; *provided* that in no event shall the amount of any Investment be reduced to less than zero by operation of this sentence.

Notwithstanding anything herein to the contrary, no Investment may be made by Holdings, the Company or any other Restricted Subsidiary in the Luyang Group pursuant to Section 6.03(e), (f)(iii) or (r).

Section 6.04 Mergers and Consolidations. Wind up, liquidate or dissolve its affairs or consummate a merger, amalgamation or consolidation, except that the following shall be permitted:

(a) Asset Sales or other dispositions in compliance with **Section** 6.05 (other than clause (d) thereof);

(b) Investments permitted pursuant to **Section** 6.03 (other than clause (n) thereof);

(c) (x) any Group Member (other than the Company) may merge, amalgamate or consolidate with or into the Company or any Subsidiary Guarantor (as long as the Company is the surviving person in the case of any merger, amalgamation or consolidation involving the Company, and such Subsidiary Guarantor is the surviving person in the case of any merger, amalgamation or consolidation involving such Subsidiary Guarantor (other than mergers or consolidations involving the Company)) and (y) any Restricted Subsidiary (other than the Company) that is not a Guarantor may merge, amalgamate or consolidate with or into any other Restricted Subsidiary (other than the Company) that is not a Guarantor, taken as a whole, in each case of the foregoing clauses (x) and (y), in the ordinary course of business;

(d) [reserved];

(e) any Restricted Subsidiary (other than the Borrower or any other Credit Party) may dissolve, liquidate or wind up its affairs at any time; provided that such dissolution, liquidation or winding up, as applicable, would not reasonably be expected to (i) have a Material Adverse Effect or (ii) have a material adverse impact on the value of the Collateral granted to the Collateral Agent for the benefit of the Secured Parties or the Guarantees in favor of the Secured Parties; and

(f) [reserved].

Section 6.05 Asset Sales. Sell, lease, assign, transfer or otherwise dispose of any property, except that the following shall be permitted:

(a) (x) sales, transfers, leases, subleases and other dispositions of inventory in the ordinary course of business, property no longer used or useful in the business or worn out, or obsolete, uneconomical, negligible or surplus property by any Group Member in the ordinary course of business, (y) the abandonment, allowance to lapse or other disposition of Intellectual Property in the ordinary course of business that is, in the reasonable business judgment of the Company, immaterial or no longer economically practicable to maintain; or (z) sales, transfers, leases, subleases and other dispositions of property (other than Intellectual Property, which is the subject of the foregoing clause (y)) by any Group Member in the ordinary course of business that is, in the reasonable business judgment of the Company, immaterial or no longer used or useful in the business;

(b) [reserved];

(c) (x) leases, assignments and subleases of real or personal property in the ordinary course of business and (y) non-exclusive licenses and non-exclusive sublicenses of Intellectual Property in the ordinary course of business and otherwise permitted under **Section** 6.02;

(d) transactions in compliance with **Section** 6.04 (other than **Section** 6.04(a));

(e) Investments in compliance with **Section** 6.03 (other than **Section** 6.03(h)), Liens in compliance with **Section** 6.02, Dividends in compliance with **0** and Restricted Debt Payments in compliance with **Section** 6.09;

(f) [reserved];

(g) sales, discounts or forgiveness of customer delinquent notes or accounts receivable (including, in all events, the disposition of delinquent accounts receivable pursuant to any factoring arrangement) in the ordinary course of business or in connection with the settlement, collection or compromise thereof;

(h) use of cash and dispositions of Cash Equivalents in the ordinary course of business and in accordance with the Approved Budget;

(i) [reserved];

(j) sales, transfers, leases and other dispositions (i) to the Company or to any other Credit Party or (ii) to any Restricted Subsidiary that is not a Credit Party from another Restricted Subsidiary that is not a Credit Party;

(k) sales, transfers, leases and other dispositions of property to the extent required by any Governmental Authority or otherwise pursuant to any Requirements of Law;

(l) [reserved];

(m) sales or dispositions of immaterial Equity Interests to qualify directors where required by applicable Requirements of Law or to satisfy other similar Requirements of Law with respect to the ownership of Equity Interests;

(n) any concurrent purchase and sale or exchange of any asset used or useful in the business of the Company and the Restricted Subsidiaries or in any line of business permitted hereunder, or any combination of any such assets and cash or Cash Equivalents, between the Company or a Restricted Subsidiary on one hand and another person in the other, in each case in the ordinary course of business;

(o) dispositions resulting from any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of any Group Member;

(p) any dispositions under the SiFAB Shared Services Agreements;

(q) [reserved];

(r) [reserved];

(s) other sales or dispositions involving assets having a fair market value (as reasonably determined by the Company at the time of such sale or disposition) in an amount not to exceed $500,000 individually or $2,000,000 in the aggregate;

(t) [reserved];

(u) surrender or waiver of contractual rights and settlements, releases or waivers of contractual or litigation claims in the ordinary course of business;

(v) any unwinding or termination of Hedging Agreements or transactions contemplated thereby;

(w) [reserved];

(x) the transactions contemplated by the Unifrax China License Agreement and limited to the licensing of the licensed technology, terms and scope of such licensing, in each case, as contemplated by the Unifrax China License Agreement;

(y) the transactions contemplated by the Erie County IDA; and

(z) Sales, transfers or other dispositions of assets with respect to any Debtor pursuant to any order of the Bankruptcy Court, in form and substance satisfactory to the Required DIP Creditors.

To the extent the Required DIP Creditors or all of the DIP Creditors, as applicable, waive the provisions of this Section 6.05 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 6.05, such Collateral (unless sold to a Credit Party) shall be sold automatically free and clear of the Liens created by the Security Documents, and, subject to Section 9.10, the Agents shall take all actions, upon the Company's reasonable written request and at the Company's sole cost and expense, they reasonably deem appropriate in order to effect the foregoing.

Notwithstanding the foregoing or anything to the contrary herein, (x) any sale, lease, assignment, transfer or other disposition of any property pursuant to Section 6.05(s) by Holdings, the Company or any of their Restricted Subsidiaries to an Affiliate of the Company shall only be permitted to the extent such sale, lease, assignment, transfer or other disposition shall be for fair market value (as determined by the Company in good faith) and with respect to any aggregate consideration received in respect thereof at least 100% of the purchase price for all property subject to such sale, lease, assignment, transfer or disposition shall be paid in cash or Cash Equivalents.

Notwithstanding anything herein to the contrary, no sales, transfers and other dispositions may be made by Holdings, the Company or any other Restricted Subsidiary to the Luyang Group pursuant to Section 6.05(j)(ii).

Section 6.06 Dividends. Authorize, declare or pay, directly or indirectly, any Dividends with respect to any Group Member, except that the following shall be permitted:

(a) Dividends by any Group Member (x) to the Company or any Subsidiary Guarantor, (y) to any Subsidiary that is not a Guarantor; *provided* that any such Dividend under this clause (y) (I) shall only be made by a Subsidiary that is not a Credit Party and (II) is paid in cash or any other assets to all equityholders on a pro rata basis;

(b) [reserved];

(c) the Company and its direct or indirect Subsidiaries may make Dividends, directly or indirectly, to Holdings (and Holdings may make Dividends to any direct or indirect parent entity of Holdings) to permit Holdings (or such direct or indirect parent entity of Holdings) to pay for any taxable period for which Holdings, the Company and any of its direct or indirect Subsidiaries are members of a consolidated, combined or similar income tax group for federal and/or applicable state or local income tax

purposes or are entities treated as disregarded from any such members for U.S. federal income Tax purposes (a "**Tax Group**") of which Holdings (or, in the case that Dividends are made to any direct or indirect parent entity of Holdings, such parent entity) is the common parent, any consolidated, combined or similar income Taxes of such Tax Group that are due and payable by Holdings (or such direct or indirect parent entity of Holdings) for such taxable period, but only to the extent attributable to the Company and its direct or indirect Subsidiaries, provided, that the amount of such Dividends for any taxable period shall not exceed the amount of such Taxes that the Company and its direct or indirect Subsidiaries would have paid had the Company and its direct or indirect Subsidiaries been a stand-alone Tax Group;

(d) [reserved];

(e) [reserved];

(f) [reserved];

(g) Dividends made solely in Equity Interests of Holdings (other than Disqualified Capital Stock);

(h) [reserved];

(i) [reserved];

(j) [reserved];

(k) to the extent contemplated by the Approved Budget, distributions for administrative, overhead and related expenses (including franchise and similar Taxes required to maintain corporate existence and other legal, accounting and other overhead expenses) of Holdings or any direct or indirect parent of Holdings to the extent directly attributable to the operations or ownership of the Group Members; and

(l) [reserved];

(m) [reserved];

(n) [reserved];

(o) [reserved];

(p) Dividends and distributions among Credit Parties in connection with transfer pricing or shared services agreements to the extent advances related thereto are permitted pursuant to **Section** 6.03(z);

(q) [reserved].

Section 6.07 Transactions with Affiliates Enter into, directly or indirectly, any transaction or series of related transactions with a fair market value (as determined in good faith by the Company) in excess of $100,000, whether or not in the ordinary course of business, with any Affiliate of any Group Member (other than among the Company and any Guarantor or any entity that becomes a Subsidiary Guarantor as a result of such transactions), including, for the avoidance of doubt, any member of the Luyang Group, other than on terms and conditions at least as favorable to such Group Member (or, in the case of a transaction between a Credit Party and a Subsidiary that is not a Credit Party, such Credit

Party) as would reasonably be obtained by such Group Member at that time in a comparable arm's-length transaction with a person other than an Affiliate (as reasonably determined by the Company), except that the following shall be permitted:

(a) Dividends permitted by **0**;

(b) customary director, officer and employee compensation (including bonuses) and other benefits (including, without limitation, retirement, health, and other benefit plans) and expense reimbursement and indemnification arrangements and severance agreements in each case consistent with the Approved Budget;

(c) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods and services, in each case in the ordinary course of business and otherwise not prohibited by the Loan Documents;

(d) [reserved];

(e) [reserved];

(f) any transaction with an Affiliate where the only consideration paid by any Credit Party is Qualified Capital Stock of Holdings (or Equity Interests of a direct or indirect parent company of Holdings);

(g) [reserved];

(h) any other agreement, arrangement or transaction as in effect on the Closing Date and listed on Schedule 6.07, and any amendment or modification with respect to such agreement, arrangement or transaction, and the performance of obligations thereunder, so long as such amendment or modification is not materially adverse to the interests of the DIP Creditors;

(i) the Transactions as contemplated by the Loan Documents;

(j) [reserved];

(k) [reserved];

(l) [reserved];

(m) transactions among Holdings and/or any of its Restricted Subsidiaries that are not otherwise prohibited hereunder, in each case, entered into in the ordinary course of business;

(n) transactions pursuant to transfer pricing or shared services agreements, advances with respect to which are permitted by **Section** 6.03(z); and

(o) any transaction pursuant to the SiFAB Shared Services Agreements.

Section 6.08 [Reserved].

Section 6.09 Prepayments of Certain Indebtedness; Modifications of Organizational Documents and Other Documents, Etc.

(a) Directly or indirectly make any voluntary or optional payment or prepayment of, or repurchase, redemption or acquisition for value of, prior to any scheduled repayment, sinking fund payment or maturity (or consummate any transaction or series of related transactions, whether direct or indirect, that results in the foregoing (including, for the avoidance of doubt, any direct or indirect exchange of such Indebtedness)) any Indebtedness of a Credit Party, other than (i) the Obligations and (ii) Prepetition Indebtedness, in each case, only as permitted by (A) the Orders, (B) any Approved Bankruptcy Court Order or (C) any other order of the Bankruptcy Court in amounts satisfactory to the Required DIP Creditors; *provided* that, in the case of clauses (A) and (B), such prepayments shall be in amounts not in excess of the amounts set forth for such prepayments in the Approved Budget; *provided, further*, that this Section 6.09(a) shall not prohibit the prepayment of Indebtedness of any Company or any Subsidiary that is both a Debtor and a Credit Party to any Company or any Subsidiary that is both a Debtor and a Credit Party, to the extent not prohibited by the subordination provisions contained in the Intercompany Note.

(b) Amend, modify or change the terms of any Prepetition Indebtedness (or the documentation governing the foregoing) other than any amendment, modification or change permitted under any Approved Bankruptcy Court Order.

(c) To the extent that its shares are secured in favor of the Secured Parties pursuant to any Security Agreement, terminate, amend, modify or change any of its Organizational Documents (including by the filing or modification of any certificate of designation) or any agreement to which it is a party with respect to its Equity Interests (including any stockholders' agreement), other than any such amendments, modifications or changes or such new agreements which are not materially adverse to the interests of the DIP Creditors.

Section 6.10 Holding Company Status. With respect to Holdings, engage in any business or activity, hold any assets or incur any Indebtedness or other liabilities, other than (i) its ownership of Equity Interests in its Subsidiaries, intercompany notes permitted hereunder, cash and Cash Equivalents, notes of officers, directors and employees permitted hereunder, and all other activities incidental to its ownership of Equity Interests in its Subsidiaries or related to the management of its investment in its Subsidiaries, (ii) maintaining its corporate existence, (iii) participating in tax, accounting and other administrative activities as a member of the consolidated group of companies including the Credit Parties, (iv) executing, delivering and performing rights and obligations under the Loan Documents and any other permitted Indebtedness, (v) performance of rights and obligations under any management services agreement to which it is a party, (vi) making any Dividend permitted by 0, (vii) purchasing or acquiring Qualified Capital Stock in any Subsidiary, (viii) making capital contributions to its first-tier Subsidiaries, (ix) [reserved], (x) [reserved], (xi) [reserved], (xii) the making of loans to officers, directors (or other Persons in comparable positions), and employees and others in exchange for Equity Interests of any Credit Party or its Subsidiaries purchased by such officers, directors (or other Persons in comparable positions), employees or others pursuant to Section 6.03(e) and the acceptance of notes related thereto, (xiii) transactions expressly described herein as involving Holdings and permitted under this Agreement, (xiv) [reserved], (xv) [reserved], (xvi) providing guarantees with respect to the performance of rights and obligations under contracts and agreements of its Subsidiaries and taking actions in furtherance thereof, and (xix) activities incidental to the businesses or activities described in clauses (i) through (xviii) above.

Section 6.11 No Further Negative Pledge; Subsidiary Distributions. (I) Enter into any agreement, instrument, deed or lease which (a) prohibits or limits the ability of any Credit Party to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any security for an obligation if security is

granted for another obligation or (b) prohibits, restricts or imposes any condition upon the ability of any Restricted Subsidiary that is not a Credit Party from paying dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to any Restricted Subsidiary or to Guarantee Indebtedness of any Restricted Subsidiary, in each case, except the following: (i) this Agreement and the other Loan Documents or any Indebtedness incurred pursuant to Section 6.01(u); (ii) covenants in documents creating Liens permitted by Section 6.02 prohibiting further Liens on the properties encumbered thereby; (iii) restrictions imposed by any agreement governing indebtedness in effect on the Petition Date, including, without limitation, Prepetition Secured Indebtedness; (iv) any other agreement that does not restrict in any manner (directly or indirectly) Liens created pursuant to the Loan Documents on any Collateral securing the Secured Obligations and does not require the direct or indirect granting of any Lien securing any Indebtedness or other obligation by virtue of the granting of Liens on or pledge of property of any Credit Party to secure the Secured Obligations; (v) restrictions required by the Order or Debtor Relief Laws; (vi) customary restrictions on cash or other deposits; (vii) [reserved]; (viii) [reserved]; and (ix) any prohibition or limitation that (A) exists pursuant to applicable Requirements of Law, (B) [reserved], (C) restricts subletting or assignment of leasehold interests contained in any Lease governing a leasehold interest of a Credit Party or a Subsidiary, or (D) is imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents of the contracts, instruments or obligations referred to in immediately preceding clauses (i) through (ix) of this Section 6.11; *provided* that such amendments and refinancings are no more materially restrictive with respect to such prohibitions and limitations than those prior to such amendment or refinancing; or (II) permit Luyang Group to, directly or indirectly, incur, guarantee or otherwise become liable for or provide credit support for any Indebtedness of Holdings or any of its Restricted Subsidiaries.

Section 6.12 Nature of Business. The Company and its Restricted Subsidiaries will not engage in any material line of business substantially different from the lines of business conducted by the Company and its Restricted Subsidiaries on the Closing Date or any business reasonably related, similar, corollary, complementary, incidental or ancillary thereto.

Section 6.13 Fiscal Year. Change its fiscal year end date to a date other than December 31, other than with prior written notice to the Administrative Agent (acting at the direction of the Required DIP Creditors).

Section 6.14 Material Intellectual Property. Notwithstanding anything herein to the contrary, in no event shall Holdings, the Company or any Restricted Subsidiary be permitted to sell, assign, contribute, transfer or otherwise dispose of, or exclusively license, any Intellectual Property that is material to the operation of the business of the Company and its Restricted Subsidiaries, taken as a whole ("Material Intellectual Property") to any Subsidiary of Holdings that is not a Credit Party, except for the non-exclusive licenses of such Material Intellectual Property which occurs in the ordinary course of business and for a bona fide business purpose.

Section 6.15 Canadian Defined Benefit Plans. No Credit Party shall maintain, administer, contribute to or have any liability in respect of any Canadian Defined Benefit Plan or acquire an interest in a Person if such Person sponsors, maintains, administers or contributes to, or has any liability in respect of any Canadian Defined Benefit Plan, in each case, to the extent a Material Adverse Effect could reasonably be expected to result.

Section 6.16 Blocking Laws.

(a) Article VI shall only:

(i) be given by a Restricted Member of the Group; or

(ii) apply for the benefit of a Restricted Secured Party,

to the extent that this would not result in any violation by or expose of such entity or any directors, officer or employee thereof to any liability under:

(A) EU Regulation (EC) 2271/96;

(B) §7 of the German *Außenwirtschaftsverordnung* (in connection with section 4 paragraph 1 no. 3 of the German *Außenwirtschaftsgesetz*);

(C) the Foreign Extraterritorial Measures (United States) Order, 1992 (Canada); or

(D) any similar applicable anti-boycott law, regulation or statute in force from time to time that is applicable to such entity.

(b) In connection with any amendment, waiver, determination or direction relating to any part of this Sections 6 in relation to which:

(i) a Secured Party is a Restricted Secured Party; and

(ii) in accordance with paragraph (a) above, that Restricted Secured Party does not have the benefit of it:

(A) the Commitments, Loans and Notes of a DIP Creditor that is a Restricted Secured Party; and

(B) the vote of any other Restricted Secured Party which would be required to vote in accordance with the provisions of this Agreement,

(c) shall be excluded for the purpose of calculating the total Commitments, Loans and Notes when ascertaining whether any relevant percentage of total Commitments, Loans and Notes has been obtained to approve such amendment, waiver, determination or direction request and its status as a Secured Party shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Secured Party has been obtained to approve such amendment, waiver, determination or direction.

Section 6.17 Additional Bankruptcy Matters. Without the Required DIP Creditors' prior written consent (with an email from counsel being sufficient), do any of the following:

(a) subject to the terms of the Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Administrative Agent, Collateral Agent, or DIP Creditors; or

(b) subject to the terms of the Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent, the Collateral Agent or the DIP Creditors with respect to the Collateral following the occurrence, and during the continuance, of a Default or an Event of Default; *provided* that any Credit Party may contest or dispute whether a Default has occurred, has been cured or has been waived in accordance with the terms of the Orders; or

(c) except as expressly provided or permitted hereunder (including, without limitation, to the extent authorized pursuant to any order of the Bankruptcy Court complying with the terms of this Agreement) or with the prior consent of the Required DIP Creditors and, if applicable, the Administrative Agent and/or Collateral Agent (with an email from counsel being sufficient) or provided pursuant to an Approved Bankruptcy Court Order, make any payment or distribution to any non-Debtor affiliate or insider unless such payment or distribution is on arm's length terms, consistent with past practice and in the ordinary course of business for the applicable Credit Party or Subsidiary; *provided* that, any vote, decision or other action of any independent director of the Board of Directors, members or other governing body of any Credit Party (whether or not such vote, decision or other action binds such Credit Party to such vote, decision or other action) shall not be subject to this Section 6.17.

Section 6.18 Budget Variance Covenant. On each Budget Variance Test Date, permit actual total disbursements (other than Professional Fee Disbursements, U.S. Trustee Fee Disbursements and adequate protection payments) on a cumulative basis for such Budget Variance Test Period to be greater than 112.5% of the forecasted total disbursements for such Budget Variance Test Period in the applicable Approved Budget.

Section 6.19 Liquidity. Permit Liquidity as of each Liquidity Test Date, to be less than $32,500,000 (the "**Liquidity Covenant**").

ARTICLE VII
GUARANTEE

Section 7.01 The Guarantee. Each Guarantor and the Company hereby jointly and severally guarantees, as a primary obligor and not as a surety, to each Secured Party and its successors and assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, or acceleration or otherwise) of the principal of and interest on (including any interest, fees, costs or charges that would accrue but for the provisions of Title 11 of the Bankruptcy Code (or any similar provision of any other Debtor Relief Law) after any bankruptcy or insolvency petition under Title 11 of the Bankruptcy Code (or any similar provision of any other Debtor Relief Law)) the Loans made by and Notes purchased by the DIP Creditors to, and the Promissory Notes held by each DIP Creditor of, the Company, and all other Secured Obligations from time to time owing to the Secured Parties by any Credit Party or any of its Restricted Subsidiaries under any Loan Document (such obligations being herein collectively called the "**Guaranteed Obligations**"). Each Guarantor and the Company hereby jointly and severally agree that if, in the case of such Guarantor, the Company or any other Guarantor, and in the case of the Company, any Guarantor, shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors and the Company in its capacity as a Guarantor under this Article VII will, promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Notwithstanding any other provision contained herein or in any other Loan Document, if a "secured creditor" (as that term is defined under the Bankruptcy and Insolvency Act (Canada)) is determined by a court of competent jurisdiction not to include a Person to whom obligations are owed on a joint and several basis, then such Person's Guaranteed Obligations (and the Guaranteed Obligations of each other Canadian Credit Party or any other applicable Credit Party), to the extent such Guaranteed Obligations are secured, shall be several obligations and not joint and several obligations.

Section 7.02 Obligations Unconditional. The obligations of the Guarantors and the Company under Section 7.01 shall constitute a guaranty of payment of Guaranteed Obligations and, to the

fullest extent permitted by applicable Requirements of Law, are absolute, irrevocable and unconditional, and joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Company or the applicable Guarantor under this Agreement, the Promissory Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (except for payment in full (other than contingent indemnity obligations and unasserted expense reimbursement obligations)). Without limiting the generality of the foregoing and subject to applicable law, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder, which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Company or the Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Promissory Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted (except in each case for payment in full of the Guaranteed Obligations (other than contingent indemnity obligations and unasserted expense reimbursement obligations);

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of any DIP Creditor, Agent or other Secured Party as security for any of the Guaranteed Obligations shall fail to be perfected; or

(e) the release of any other Guarantor pursuant to **Section** 9.10 or Section 10.02(b).

The Guarantors and the Company hereby expressly waive, to the fullest extent permitted by law, diligence, presentment, demand of payment, protest and all notices whatsoever (except as specifically provided for herein or in any other Loan Document), and any requirement that any Secured Party exhaust any right, power or remedy or proceed against the Company under this Agreement or the Promissory Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors and the Company waive, to the extent permitted by law, any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between the Company and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment of the Guaranteed Obligations without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by Secured Parties, and the obligations and liabilities of the Guarantors and the Company hereunder shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other person at any time of any right or remedy against the Company or against any other person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee

shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the Company and the successors and assigns thereof, and shall inure to the benefit of the DIP Creditors, and their respective successors and permitted assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

Section 7.03 Reinstatement. The obligations of the Guarantors and the Company under this Article VII shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Company or any other Credit Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, in each case, including as a result of any proceedings in bankruptcy or reorganization or pursuant to a Debtor Relief Law.

Section 7.04 Subrogation; Subordination. Each Guarantor hereby agrees that, until the payment and satisfaction in full in cash of all Guaranteed Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations) and the expiration or termination of the Commitments of the DIP Creditors under this Agreement, it shall subordinate and not exercise any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 7.01, whether by subrogation or otherwise, against the Company or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Credit Party permitted pursuant to Section 6.01(m) shall be subordinated to such Credit Party's Guaranteed Obligations; *provided* that upon the payment and satisfaction in full of all Guaranteed Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations) and the expiration or termination of the Commitments of the DIP Creditors under this Agreement, without any further action by any person, the Guarantors shall be automatically subrogated to the rights of the Agents and the DIP Creditors, and may exercise their rights of contribution pursuant to Section 7.11, in each case to the extent of any payment hereunder.

Section 7.05 Remedies. The Guarantors jointly and severally agree that, as between the Guarantors and the DIP Creditors, the obligations of the Company under this Agreement and the Promissory Notes, if any, may be declared to be forthwith due and payable as provided in Section 8.01 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 8.01) for purposes of Section 7.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Company and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Company) shall forthwith become due and payable by the Guarantors for purposes of Section 7.01.

Section 7.06 Instrument for the Payment of Money. Each Guarantor hereby acknowledges that the guarantee in this Article VII constitutes an instrument for the payment of money, and consents and agrees that any DIP Creditor or Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion or action under New York CPLR Section 3213.

Section 7.07 Continuing Guarantee. The guarantee in this Article VII is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

Section 7.08 General Limitation on Guarantee Obligations. In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, voidable, avoidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to

the contrary, the amount of such liability shall, without any further action by such Guarantor, any Credit Party or any other person, be automatically limited and reduced to the highest amount (after giving effect to the right of contribution established in Section 7.11) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 7.09 German Limitation on Guarantee Obligations.

(a) Definitions

"**Auditor's Determination**" means the determination pursuant to paragraph (b)(iv) below.

"**BGB**" means the German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

"**DPLA**" means a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) as defined in § 291 (1) AktG.

"**German Guarantor**" means any GmbH Guarantor.

"**GmbH**" means (i) a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) incorporated under German law and/or (ii) a limited partnership (*Kommanditgesellschaft*) with a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) as general partner (*Komplementär*).

"**GmbH Capital Impairment**" means the GmbH Net Assets of a GmbH Guarantor falling below the amount (*Entstehung einer Unterbilanz*) required to maintain that GmbH Guarantor's registered share capital (*Stammkapital*) or an increase of an existing shortage (*Vertiefung einer Unterbilanz*) of its registered share capital (*Stammkapital*) and thereby violating §§ 30, 31 GmbHG.

"**GmbH Guarantor**" means a Guarantor which is a GmbH.

"**GmbH Net Assets**" means the net assets (*Reinvermögen*) of a GmbH Guarantor calculated in accordance with § 42 GmbHG, §§ 242, 264 HGB and the generally accepted accounting principles applicable (*Grundsätze ordnungsgemäßer Buchführung*) from time to time in Germany as adjusted pursuant to paragraph (b)(vi) below.

"**GmbHG**" means the German Limited Company Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung, GmbHG*).

"**HGB**" means the German Commercial Code (*Handelsgesetzbuch, HGB*).

"**InsO**" means the German Insolvency Code (*Insolvenzordnung, InsO*).

"**Limited Obligation**" means any guarantee and any other liability, indemnity or other payment obligation under Article VII (*Guarantee*) or any other provision of the Loan Documents.

"**Limited Upstream Obligation**" means any Limited Obligation if and to the extent such Limited Obligation secures or relates to liabilities which are owed by direct or indirect shareholders of the relevant Guarantor (upstream) or Subsidiaries of such shareholders (such Subsidiaries not to include the relevant Guarantor and the Subsidiaries of that relevant Guarantor) (cross-stream).

"**Management Notification**" means the notification pursuant to paragraph (b)(iii) below.

(b) GmbH Guarantee Limitation Language

(i) Save as set out in this paragraph (b), the Secured Parties shall not enforce, and any GmbH Guarantor (and/or the relevant subsidiary of a GmbH Guarantor) shall have a defence (*Einrede*) against, any Limited Upstream Obligation if and to the extent a discharge (*Erfüllung*) or enforcement (*Vollstreckung*) in respect of a Limited Upstream Obligation would cause a GmbH Capital Impairment to occur.

(ii) The restrictions in paragraph (i) shall not apply:

(A) if and to the extent the Limited Upstream Obligation of the GmbH Guarantor secures any indebtedness under any Loan Document in respect of:

1. loans and notes to the extent such loans and notes are (directly or indirectly) on-lent or otherwise passed on to the relevant GmbH Guarantor or its Subsidiaries; or

2. bank guarantees or letters of credit that are issued for the benefit of any of the creditors of the GmbH Guarantor or the GmbH Guarantor's Subsidiaries,

in each case, to the extent that any such on-lending or otherwise passing on or bank guarantees or letters of credit are still outstanding at the time of the enforcement of the relevant Limited Upstream Obligation; for the avoidance of doubt, nothing in this paragraph (ii) shall have the effect that such on-lent or passed on amounts may be enforced multiple times (no double dip);

(B) if, at the time of enforcement of the Limited Upstream Obligation, a DPLA (either directly or indirectly through an unbroken chain of DPLAs) exists between the relevant Credit Party whose obligations are secured by the relevant Limited Upstream Obligation as dominating company (*beherrschendes Unternehmen*) and the relevant GmbH Guarantor as a dominated company (*beherrschtes Unternehmen*), provided that:

1. the GmbH Guarantor is a Subsidiary of the relevant Credit Party whose obligations are secured by the relevant Limited Upstream Obligation; or

2. the GmbH Guarantor and the relevant Credit Party whose obligations are secured by the relevant Limited Upstream Obligation are both Subsidiaries of a joint (direct or indirect) parent company and such parent company as dominating company (*beherrschendes Unternehmen*),

in each case to the extent the relevant GmbH Guarantor has a fully valuable recourse claim (*vollwertiger Verlustausgleichsanspruch*) against the dominating company, unless a decision of the German Federal Supreme Court (*Bundesgerichtshof*) confirmed in a third party case that

the mere existence of such DPLA leads to the inapplicability of § 30 (1) sentence 1 GmbHG;

(C) if and to the extent any payment under the Limited Upstream Obligation is covered (*gedeckt*) by a fully valuable and recoverable consideration or recourse claim (vollwertiger Gegenleistungs- oder Rückgewähranspruch) of the GmbH Guarantor against the relevant Credit Party whose obligations are secured by the relevant Limited Upstream Obligation; or

(D) if the relevant GmbH Guarantor has not complied with its obligations pursuant to paragraphs (iv) and/or (v) (as applicable) below; however, if and to the extent that the relevant Limited Upstream Obligation has been enforced without regard to the restrictions contained in this paragraph (b) because the Management Notification and/or the Auditor's Determination has not (or not in a timely manner) been delivered pursuant to paragraphs (iv) and/or (v) (as applicable) below, but the Auditor's Determination has then been delivered within four months from its due date in accordance with paragraph (v) below, the Secured Parties shall upon demand of the GmbH Guarantor to the Administrative Agent repay any amount received from the GmbH Guarantor which pursuant to the Auditor's Determination would not have been available for enforcement, if the Auditor's Determination had been delivered in a timely manner.

(iii) If the relevant GmbH Guarantor does not notify the Administrative Agent within fifteen (15) Business Days after the making of a demand against that GmbH Guarantor under the relevant Limited Upstream Obligation:

(A) to what extent such Limited Upstream Obligation is an upstream or cross-stream guarantee or indemnity; and

(B) to what extent a GmbH Capital Impairment would occur as a result of an enforcement of the Limited Upstream Obligation (setting out in reasonable detail the amount of its GmbH Net Assets, providing an up-to-date pro forma balance sheet),

then the restrictions set out in paragraph (i) above shall cease to apply until a Management Notification has been provided.

(iv) If the Administrative Agent (acting at the direction of the Required DIP Creditors) disagrees with the Management Notification, it may within twenty (20) Business Days of its receipt, request the relevant GmbH Guarantor to provide to the Administrative Agent within forty-five (45) Business Days of receipt of such request a determination by the Auditors or any other auditors of international standard and reputation appointed by the GmbH Guarantor (at its own cost and expense) setting out in reasonable detail the amount in which the payment under the Limited Upstream Obligation would cause a GmbH Capital Impairment subject to the terms set out under this paragraph (b). Save for manifest errors, the Auditor's Determination shall be binding on all parties.

(v) If, after it has been provided with an Auditor's Determination which prevented it from demanding any or only partial payment under the Limited Upstream

Obligation, the Administrative Agent (acting at the direction of the Required DIP Creditors) ascertains in good faith that the financial conditions of the GmbH Guarantor as set out in the Auditor's Determination has substantially improved, the Administrative Agent (acting at the direction of the Required DIP Creditors) may, at the GmbH Guarantor's cost and expense, arrange for the preparation of an updated balance sheet of the GmbH Guarantor by applying the same principles that were used for the preparation of the Auditor's Determination by the auditors who prepared the Auditor's Determination in order for such Auditors to determine whether (and, if so, to what extent) the GmbH Capital Impairment has been cured as result of the improvement of the financial condition of the GmbH Guarantor. The Administrative Agent may not arrange for the preparation of an Auditor's Determination prior to the expiry of three months from the date of the issuance of the preceding Auditor's Determination. The Administrative Agent may only demand payment under the Limited Upstream Obligation to the extent the Auditors determine that the GmbH Capital Impairment have been cured.

(vi) The GmbH Net Assets shall be adjusted as follows:

(A) the amount of any increase in the registered share capital of the relevant GmbH Guarantor which was carried out after the relevant GmbH Guarantor became a party to this Agreement and made from retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) shall be deducted from the amount of the registered share capital (*Stammkapital*) of the relevant GmbH Guarantor if it is expressly prohibited under the Loan Documents and has been carried out without the prior written consent of the Administrative Agent (acting at the direction of the Required DIP Creditors);

(B) the amount of non-distributable assets according to § 253 (6) HGB shall not be included in the calculation of GmbH Net Assets;

(C) the amount of non-distributable assets according to § 268 (8) HGB shall not be included in the calculation of GmbH Net Assets;

(D) the amount of non-distributable assets according to § 272 (5) HGB shall not be included in the calculation of GmbH Net Assets; and

(E) loans or other liabilities incurred by the relevant GmbH Guarantor in willful or grossly negligent violation of the Finance Documents shall not be taken into account as liabilities.

(vii) Where a GmbH Guarantor claims in accordance with the provisions of this paragraph (b) that the Guarantee can only be enforced in a limited amount, it shall realise, to the extent lawful and within reasonable opinion commercially justifiable, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets and are not necessary for the relevant GmbH Guarantor's business (*nicht betriebsnotwendig*).

(d) Where the provisions of this Section 7.09 apply to a limited partnership (*Kommanditgesellschaft*), all references to the assets of a German Guarantor shall mutatis

mutandis include a reference to the assets of the general partner (*Komplementär*) of such limited partnership (*Kommanditgesellschaft*).

(e) In addition to the restrictions set out in paragraphs (b) through (d) above, if a German Guarantor demonstrates that, according to the decisions of the German Federal Supreme Court (*Bundesgerichtshof*) or a higher regional court of appeals (*Oberlandesgericht*), the payment under and/or enforcement of any Limited Upstream Obligation against such German Guarantor would result in personal liability of its managing director(s) (*Geschäftsführer*) or director(s) (*Vorstände*) for a reimbursement of payments made under any Limited Upstream Obligation (including, without limitation, pursuant to § 43 GmbHG, § 93 AktG and/or § 826 BGB), the German Guarantor shall have a defence (*Einrede*) against the Limited Upstream Obligation to the extent required in order not to incur such liability.

(f) For the avoidance of doubt, the validity and enforceability of any Limited Upstream Obligation granted by a German Guarantor or of any subsidiary of a German Guarantor in respect of any borrowing liabilities which are owed by German Guarantor or any of its subsidiaries shall not be limited under this Section 7.09.

(g) Nothing in this Section 7.09 shall prevent the Administrative Agent or a German Guarantor from claiming in court that payments under and/or an enforcement of the Limited Upstream Obligations do or do not fall within the scope of §§ 30, 31, 43 GmbHG, §§ 57, 71a, 93, 278 (3) AktG, § 15b (5) InsO, Art. 5 SE Regulation and/or § 826 BGB (as applicable).

(h) The restrictions set forth in this Section 7.09 shall cease to apply with respect to a German Pledgor in respect of which an insolvency proceeding has been opened.

(i) Nothing in this Section 7.09 shall constitute a waiver (*Verzicht*) of any right granted under this Agreement or any other Loan Document to the Administrative Agent or any Secured Party or vice versa.

(j) Each reference in this Section 7.09 to a statutory provision shall be construed to be a reference to the relevant equivalent statutory provision (if any) as amended, re-enacted or replaced from time to time.

Notwithstanding anything to the contrary in this Agreement, this Section 7.09 and any rights and/or obligations arising out of it shall be governed by, and construed in accordance with, German law.

Section 7.10 Luxembourg Guarantee Limitation.

(a) Notwithstanding any other provision of this Agreement and any other Relevant Documents, the maximum liability of a Guarantor which is incorporated or established under the laws of the Grand Duchy of Luxembourg (the "**Luxembourg Guarantor**") for the Relevant Guaranteed Obligations of any Relevant Credit Party which is not a direct or indirect Subsidiary of such Luxembourg Guarantor, shall be limited at any time (without double counting, such that the aggregate exposure across all such guarantees shall not at any time exceed the cap set out herein) to an aggregate amount not exceeding 90 per cent of the higher of:

(i) the sum of that Luxembourg Guarantor's own funds (*capitaux propres*) (as referred to in annex I to the Grand Ducal Regulation dated 18 December 2015 determining the

form and contents of the balance sheet and the profit and loss account) (the "**Net Assets"**), increased by the amount of any Intra-Group Liabilities, each as determined as of the date the guarantee under this Agreement is called; and

(ii) the sum of that Luxembourg Guarantor's Net Assets, increased by the amount of any Intra-Group Liabilities, each as determined as of the date of this Agreement.

(b) For the purposes of paragraph (a) above, "**Intra-Group Liabilities**" shall mean any amounts and liabilities owed by a Luxembourg Guarantor to any other member of the group of companies to which it belongs and that have not been financed (directly or indirectly) by a borrowing or issuance under the Relevant Documents.

(c) The limitation in paragraph (a) above shall not apply to:

(i) any amounts borrowed by such Luxembourg Guarantor or any of its direct or indirect Subsidiaries under the Loan Documents; and

(ii) any amounts borrowed under the Loan Documents and on-lent, or otherwise made available, directly or indirectly, to the Luxembourg Guarantor or any of its direct or indirect Subsidiaries (in any form whatsoever).

(d) The above determination of Net Assets and Intra-group Liabilities will be made on the basis of the then latest available annual accounts of such Luxembourg Guarantor duly established in accordance with applicable accounting rules. If no duly established annual accounts are available for the relevant reference period (which, for the avoidance of doubt, includes a situation where, in respect of the determination to be made above, no final annual accounts have been established in due time in respect of the then most recently ended financial year), or where the relevant annual accounts do not adequately reflect the status of the Net Assets and the Intra-Group Liabilities as envisaged above or where the relevant Luxembourg Guarantor has taken corporate or contractual actions having resulted in the increase of its Net Assets and the Intra-Group Liabilities since the close of its last financial year, the Administrative Agent (acting at the direction of the Required DIP Creditors) may: (a) request that the relevant Luxembourg Guarantor shall, promptly establish unaudited interim accounts (as of the date of the end of the then most recent financial quarter) or annual accounts (as applicable) duly established in accordance with the applicable accounting rules, pursuant to which the relevant Luxembourg Guarantor's Net Assets and Intra-Group Liabilities will be determined or (b) appoint an independent auditor or an investment bank to determine the relevant amount of Net Assets and the Intra-Group Liabilities on the basis of such information and elements available to it as deemed relevant by the independent auditor or the investment bank.

(e) Without prejudice to the foregoing, the maximum guarantee obligation of any Luxembourg Guarantor for the Relevant Guaranteed Obligations of any Relevant Credit Parties, which is a direct or indirect subsidiary but in which it holds less than 100% of the share capital and voting rights shall be limited to an amount corresponding to the percentage of shareholding and voting rights held directly or indirectly by such Luxembourg Guarantor in the Relevant Credit Party multiplied by the total amount of Relevant Guaranteed Obligations owed by such Relevant Credit Party in order not to exceed the Luxembourg Guarantor's financial means.

Section 7.11 Right of Contribution. Each Guarantor hereby agrees that to the extent that any Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment, in an amount not to exceed the highest amount that would be valid and enforceable and not subordinated to the claims of other creditors as determined in

any action or proceeding involving any state corporate, limited partnership or limited liability law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally. Each such Guarantor's right of contribution shall be subject to the terms and conditions of Section 7.04. The provisions of this Section 7.11 shall in no respect limit the obligations and liabilities of any Guarantor to the Agents and the DIP Creditors, and each Guarantor shall remain liable to the Agents and the DIP Creditors for the full amount guaranteed by such Guarantor hereunder.

Section 7.12 Specific Limitation on Guarantee Obligations. No obligations or liabilities of a Guarantor which is a Subsidiary incorporated in England and Wales under this Agreement and under any other guarantee or indemnity provision in a Loan Document (the "**Relevant Guarantee Obligations**") will extend to included any obligation or liability; and no Collateral granted by such Guarantor will secure any Relevant Guarantee Obligation, in each case, if to the extent doing so would be unlawful financial assistance (including within the meaning of sections 678 or 679 of the Companies Act 2006 applicable to any Subsidiary incorporated in England and Wales or any equivalent provision of any other applicable law and notwithstanding any applicable exemptions and/or undertakings of any applicable prescribed whitewash or similar financial assistance procedures) in respect of the acquisition of shares in itself or its parent entity.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default. For so long as this Agreement remains outstanding, and notwithstanding the provisions of Section 362 of the Bankruptcy Code to the extent provided in the applicable Order, but subject to the applicable Order in all respects, the following shall constitute events of default ("**Events of Default**"); *provided*, that, notwithstanding anything to the contrary, this Section 8.01 shall not apply to Luyang Group;

(a) default shall be made in the payment of any principal of any Loan or Note when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for mandatory prepayment thereof or by acceleration thereof or otherwise;

(b) default shall be made in the payment of any interest on any Loan or Note, any Fee, any payment of amounts when and as required to be paid pursuant to the Orders or any other amount (other than an amount referred to in clause **0** above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of three (3) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Group Member in any Loan Document or Borrowing Request or any representation, warranty, statement or information contained in any certificate furnished by or on behalf of any Group Member pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made or deemed made;

(d) default shall be made in the due observance or performance by any Group Member of any covenant, condition or agreement contained in Sections **5.02**(a), 5.02(d), **5.03**(a) (only with respect to legal existence in the Debtor's state of organization), 5.08, 5.15, 5.17, 5.18, 5.19, 5.20, 5.22 or in Article **VI**;

(e) default shall be made in the due observance or performance by any Group Member of any covenant, condition or agreement contained in any Loan Document other than those specified in clauses **0**, (a) or **(**d) immediately above and such default shall continue unremedied or shall not be waived

for (i) in the case of any failure under Sections 5.01(d), 5.01(g) or 5.01(j), five Business Days or (ii) in the case of any other such failure described in this clause (c), fifteen (15) calendar days after receipt of written notice thereof from the Administrative Agent or from the Required DIP Creditors, which notice may be provided via email from counsel, to the Company;

(f) any Credit Party or Restricted Subsidiary shall fail to (i) pay any principal or interest due in respect of any Indebtedness (other than the Obligations or any intercompany Indebtedness), when and as the same shall become due and payable beyond any applicable grace period, or (ii) observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness, if the effect of any failure referred to in this clause (ii) is to cause, or to permit the holder or holders of such Indebtedness or a trustee or other representative on its or their behalf to cause (with or without the giving of notice, but taking into account any applicable grace periods or waivers), such Indebtedness to become due prior to its stated maturity or become subject to a mandatory offer to purchase by the obligor; *provided*, that no Event of Default shall occur pursuant to this clause (f) in any case (A)(x) unless the aggregate principal amount of all such Indebtedness referred to in clauses (i) and (ii) above exceeds $1,000,000 (other than any Indebtedness that arose prior to the Petition Date so long as the remedies under such Indebtedness are subject to the automatic stay applicable under section 362 of the Bankruptcy Code) at any one time and (y) unless such failure is unremedied and is not waived by the holders of such Indebtedness or (B) if such Indebtedness is Prepetition Indebtedness, the breach or default of which resulted solely from the commencement of the Chapter 11 Cases so long as remedies under such Prepetition Indebtedness or other Indebtedness are subject to the automatic stay applicable under section 362 of the Bankruptcy Code;

(g) other than the Chapter 11 Cases and other than to the extent in compliance with Section 5.20, an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of any Group Member , or of all or substantially all of the property of any Group Member, under Title 11 of the Bankruptcy Code or any other Debtor Relief Law, as now constituted or hereafter amended or any other federal, state or foreign bankruptcy, insolvency, receivership, suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, provisional supervision, reorganization or similar law or any other federal, state or foreign bankruptcy, insolvency, receivership, suspension of payments, a moratorium of any indebtedness, administration, provisional supervision, reorganization or similar law; (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, interim receiver, receiver and manager, monitor or similar official for any Group Member or for all or substantially all of the property of any Group Member; or (iii) the winding-up or liquidation of any Group Member; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; *provided* that this clause (g) shall not apply to the extent that (A) with respect to the case of any Restricted Subsidiary that is not a Debtor, within five Business Days after the commencement thereof, such case becomes jointly administered with the Chapter 11 Cases and (B) each of the Interim DIP Order and/or Final DIP Order (as applicable) are made applicable to such Restricted Subsidiary hereunder on terms and conditions satisfactory to the Required DIP Creditors;

Without prejudice to the above and with respect to Luxembourg Credit Parties, any corporate action, legal proceedings or other procedure or step is taken in connection with, *inter alia*,

(i) bankrupcty (*faillite*) pursuant to articles 437 et seq. of the Luxembourg Commercial Code;

(ii) judicial reorganisation procedure (*réorganisation judiciaire*) pursuant to the Luxembourg law of 7 August 2023 on business preservation and modernisation of bankruptcy

(*loi du 7 août 2023 relative à la preservation des entreprises et portant modernisation du droit de la faillite*);

(iii) suspension of payments (*sursis de paiement*) pursuant to articles 593 et seq. of the Luxembourg Commercial Code;

(iv) judicial liquidation (*liquidation judiciaire*) pursuant to article 1200-1 of the Luxembourg Companies' Act; and

(v) administrative dissolution without liquidation (*dissolution administrative sans liquidation*) pursuant to the Luxembourg law of 28 October 2022 on administrative dissolution without liquidation (*loi du 28 octobre 2022 portant création de la procédure de dissolution administrative sans liquidation*).

(h) other than the Chapter 11 Cases and other than to the extent in compliance with Section 5.20, any Group Member shall (i) voluntarily commence any proceeding, or file any petition or application, seeking relief under Title 11 of the Bankruptcy Code or any other Debtor Relief Law, as now constituted or hereafter amended or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law; or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law; (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (g) above; (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, interim receiver, receiver and manager, liquidator, administrator, administrative receiver, compulsory manager, provisional supervisor, monitor or similar official for any Group Member or for a substantial part of the property of any Group Member; (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding; (v) make a general assignment for the benefit of creditors; (vi) become unable, admit in writing its inability, or fail generally to, pay its debts as they become due; or (vii) take any corporate (or equivalent) action for the purpose of effecting any of the foregoing; *provided* that this clause (g) shall not apply to the extent that (A) with respect to the case of any Restricted Subsidiary that is not a Debtor, within five Business Days after the commencement thereof, such case becomes jointly administered with the Chapter 11 Cases and (B) each of the Interim DIP Order and/or Final DIP Order (as applicable) are made applicable to such Restricted Subsidiary hereunder on terms and conditions satisfactory to the Required DIP Creditors;

(i) there is entered against any Credit Party or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount in excess of $500,000 (to the extent not covered by independent third-party insurance or a third-party indemnification agreement) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of 60 consecutive days;

(j) any material provision of any Loan Document (including, for the avoidance of doubt, the Orders), at any time after its entry or execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under **Section** 6.04 or **Section** 6.05) or solely as a result of acts or omissions by the Collateral Agent or any DIP Creditor, or the satisfaction in full in cash of all of the Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations), ceases to be in full force and effect or, in the case of any Security Document, ceases to create a valid and perfected lien with the priority set forth in the Orders (subject to Permitted Liens expressly permitted by the Orders to have priority relative to the Liens on the Collateral securing the Secured Obligations) on the Collateral covered thereby; or any material Guarantee for any reason other than as expressly permitted in the Orders and this Agreement (including as a result of a transaction permitted under **Section** 6.04 or **Section** 6.05) or solely as a result of acts or omissions by the Collateral Agent or any DIP Creditor, or the satisfaction in full of all of the Guaranteed Obligations (other

than contingent indemnification obligations and unasserted expense reimbursement obligations), ceases to be in full force and effect; or any Credit Party contests in writing or challenges the validity or enforceability of any material provision of any Loan Document or any material Guarantee other than as a result of the express provisions hereof or thereof; or any Credit Party denies in writing that it has any or further liability or obligation under any material provision of any Loan Document or any material Guarantee (in each case, other than as a result of the express provisions hereof or thereof or repayment in full in cash of the Obligations (other than contingent indemnification obligations or unasserted expense reimbursement obligations), or purports in writing to revoke or rescind any material portion of any Loan Document, the grant or assignment of any material security interest or any material Guarantee;

(k) (i) there shall have occurred an ERISA Event or Canadian Pension Event that, when taken either alone or together with all such other ERISA Events and Canadian Pension Events, could reasonably be expected to have a Material Adverse Effect; or (ii) a lien is imposed on the assets of the Company or any other Credit Party under Section 303(k) of ERISA or 430(k) of the Code;

(l) there shall have occurred a Change of Control; or

(m) the occurrence of any one or more of the following events;

(i) The entry of an order dismissing any of the Chapter 11 Cases, converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or any filing by any Credit Party (or any Subsidiary thereof) of a motion or other pleading seeking entry of such an order, in each case, without the consent of the Required DIP Creditors in their sole discretion (with an email from counsel being sufficient);

(ii) a trustee, a responsible officer or an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner), or any similar person is appointed or elected in any of the Chapter 11 Cases, any Credit Party (or any Subsidiary thereof) applies for, consents to, or fails to contest, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment and the order appointing such trustee or examiner shall not be reversed or vacated within five business days after the entry thereof, in each case, unless consented to by the Required DIP Creditors in their sole discretion (with an email from counsel being sufficient) *provided, however*, that the appointment of a fee examiner shall not be considered an Event of Default under this clause;

(iii) the entry of an order or the filing by any Credit Party (or any Subsidiary thereof) of an application, motion or other pleading seeking or supporting entry of an order staying, reversing, amending, supplementing, vacating or otherwise modifying the Interim DIP Order or the Final DIP Order, or any of the Company or any of its Subsidiaries shall apply for authority to do so (unless substantially concurrently with the entry of such order the DIP Facility will be repaid in full and the Commitments will be terminated), without the consent of the Required DIP Creditors (with an email from counsel being sufficient) or the Interim DIP Order or Final DIP Order shall cease to be in full force and effect;

(iv) (1) the entry of an order in any of the Chapter 11 Cases denying or terminating use of Cash Collateral by the Credit Parties; (2) the termination of the right of any Credit Party to use any Cash Collateral under the Orders or the Cash Management Order, and in either case, the Credit Parties have not otherwise obtained authorization to use Cash Collateral with the prior written consent of the Administrative Agent and the Collateral Agent, as applicable (solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required DIP

Creditors (with an email from counsel being sufficient); or (3) any other event that terminates the Credit Parties' right to use Cash Collateral, in each case, without the consent of the Required DIP Creditors (with an email from counsel being sufficient); *provided, however*, that each of the orders in the foregoing clauses remains unstayed for more than five Business Days;

(v) any of the Credit Parties or any of their Subsidiaries shall commence, join in, assist, support or otherwise participate as an adverse party in any suit or other proceeding against the Administrative Agent, the Collateral Agent or the DIP Creditors (in each case, in their capacities as such), including, without limitation, with respect to the Debtors' stipulations, admissions, agreements and releases contained in the Orders, the invalidation, subordination or other challenging of the Superpriority Claims and Liens granted to secure the Obligations of the Debtors or any other rights granted to the Administrative Agent, the Collateral Agent or the DIP Creditors in the Orders or this Agreement or with respect to any relief under section 506(c) or 552 of the Bankruptcy Code with respect to any Collateral of the Debtors, in each case, without the consent of the Required DIP Creditors (with an email from counsel being sufficient);

(vi) the entry of an order in any of the Chapter 11 Cases (other than the Orders and the Cash Management Order) granting authority to use Cash Collateral (other than with the prior written consent of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required DIP Creditors (with an email from counsel being sufficient) or to obtain financing under section 364 of the Bankruptcy Code (other than the DIP Facility);

(vii) without the written consent of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, liabilities, duties and treatment) and the Required DIP Creditors (with an email from counsel being sufficient), the entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person (which, for the avoidance of doubt, shall not apply to any payments made pursuant to any Order or any First Day Order reasonably acceptable to the Required DIP Creditors);

(viii) the filing or support of any pleading by any Credit Party (or any of its Subsidiaries) seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vii) above or which could otherwise be reasonably expected to result in the occurrence of a Default;

(ix) other than in respect of this Agreement and the other Loan Documents, or as otherwise permitted under the applicable Loan Documents, the DIP Orders, or the orders approving any of the First Day Pleadings, an order of the Bankruptcy Court granting, other than in respect of this Agreement and the Carve Out or pursuant to the Orders or as may be expressly permitted by the Orders or the or any First Day Orders, any superpriority administrative expense claim or lien security interest in the Chapter 11 Cases pursuant to section 364(c) or (d) of the Bankruptcy Code, in each case that is *pari passu* with or senior to the claims of the Administrative Agent, the Collateral Agent and the DIP Creditors, or the filing by any Credit Party (or any of its Subsidiaries) of a motion or application (or any other pleading, or the making of any statement to the Bankruptcy Court) seeking or supporting entry of such an order;

(x) the Final DIP Order is not entered by the date that is twenty-eight (28) days after the Petition Date;

(xi) noncompliance by any Credit Party or any of its Subsidiaries with the terms of the Interim DIP Order or the Final DIP Order in any material respect;

(xii) the filing of a Chapter 11 Plan that is not an Acceptable Plan of Reorganization;

(xiii) the filing of a motion, pleading or proceeding by any Credit Party or any of its Subsidiaries that initiates, pursues, supports or otherwise constitutes a Challenge (as defined in the Interim DIP Order (or, as applicable, the Final DIP Order)) with respect to, or that could reasonably be expected to result in any material impairment of the rights or interests of the Secured Parties in their capacities as holders of the Obligations and/or Prepetition Indebtedness, in each case, without the prior written consent of the Required DIP Creditors (with an email from counsel being sufficient);

(xiv) any Credit Party (or any of its Restricted Subsidiaries) shall file a motion, without the Required DIP Creditors' written consent, seeking authority to sell all or substantially all of its assets or consummate a sale of assets of the Credit Parties or any of its Restricted Subsidiaries that are Debtors of Collateral having a fair market value in excess of $500,000 and not otherwise permitted hereunder in a transaction, in each case, that is not approved by the Required DIP Creditors; or

(xv) the RSA shall have been terminated in accordance with its terms or shall no longer be in full force and effect.

Then, and in every such event (other than an event with respect to the Company described in clause (g) or (h) above), subject to the Carve Out and the Orders, upon the occurrence and during the continuance of such event, the Administrative Agent, at the direction of the Required DIP Creditors, shall, by notice to the Company (with a copy to the Collateral Agent), take either or all of the following actions, at the same or different times: (i) terminate forthwith the Commitments, (ii) declare the Loans and Notes then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans and Notes so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and premiums and all other Obligations of the Company 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 Company and the Guarantors, anything contained herein or in any other Loan Document to the contrary notwithstanding or (iii) exercise on behalf of itself and the DIP Creditors all rights and remedies available to it and the DIP Creditors under the Loan Documents or applicable Law; and in any event, with respect to the events with respect to the Company described in clause (g) or (h) above, the Commitments shall automatically terminate and the principal of the Loans and Notes then outstanding, together with accrued interest thereon and any unpaid accrued Fees and premiums and all other Obligations of the Company accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Company and the Guarantors, anything contained herein or in any other Loan Document to the contrary notwithstanding.

Notwithstanding anything to the contrary herein, the enforcement of Liens or remedies with respect to the Collateral and the exercise of all other remedies provided for in this Agreement and the other Loan Documents, shall be subject to the provisions of the applicable Order (including notice periods as provided therein).

Section 8.02 Application of Proceeds. Subject to the Carve Out and the Orders, the proceeds received by the Administrative Agent or the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral or the Guarantees pursuant to the exercise by the Administrative Agent or the Collateral Agent, as the case may be, in accordance with the terms of the

Loan Documents, of its remedies shall be applied, in full or in part, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:

(a) *first*, to the payment of all reasonable and documented costs and expenses, fees, commissions and Taxes of such sale, collection or other realization including compensation to the Administrative Agent, the Collateral Agent and their respective agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent or the Collateral Agent in connection therewith and all other fees, costs, expenses, indemnities and other amounts for which the Administrative Agent or the Collateral Agent is entitled to pursuant to the provisions of any Loan Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing and unpaid until paid in full;

(b) *second*, to the payment of all other reasonable and documented costs and expenses of such sale, collection or other realization including compensation to the other Secured Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing and unpaid until paid in full;

(c) *third*, without duplication of amounts applied pursuant to clauses (a) or (b), to the payment of that portion of the Obligations constituting fees (including the Fees) and indemnities and other amounts (other than principal and interest) payable to the DIP Creditors (including attorney's costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause *Third* payable to them;

(d) *fourth*, without duplication of amounts applied pursuant to clauses (a), (b) or (c), to the payment in full in cash, *pro rata*, of interest and other amounts constituting Obligations solely in respect of the Term Loans and Notes, in each case equally and ratably in accordance with the respective amounts thereof then due and owing;

(e) *fifth*, to the payment in full in cash, *pro rata*, of the principal amount of the Obligations solely in respect of the Term Loans and Notes and any premium thereon; and

(f) *sixth*, the balance, if any, to the person lawfully entitled thereto (including the applicable Credit Party or its successors or assigns or holders of Contingent Rolled-Up Term Loans, Contingent Rolled-Up Notes, Prepetition First Lien Term Loans or Prepetition First Lien Notes) or as a court of competent jurisdiction may direct.

In the event that any such proceeds are insufficient to pay in full the items described in the preceding sentences of this Section 8.02, the Credit Parties shall remain liable, jointly and severally, for any deficiency.

Section 8.03 [Reserved].

(a) [Reserved]

(b) [Reserved]

ARTICLE IX
THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

Section 9.01 Appointment and Authority.

(a) Each of the DIP Creditors hereby irrevocably appoints Wilmington Savings Fund Society, FSB to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and irrevocably authorizes the Administrative Agent (including through its agents or employees) to take such actions on its behalf, including execution, delivery and performance of the other Loan Documents, and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Collateral Agent and the DIP Creditors, and neither the Company nor any other Credit Party shall have rights as a third party beneficiary of any of such provisions (except for the provisions in Sections **9.01**, **9.06** and **9.10**). It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Requirements of Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties. In addition, to the extent required under the laws of any jurisdiction other than within the United States, each DIP Creditor hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Loan Document governed by the laws of such jurisdiction on such DIP Creditor's behalf.

(b) In accordance with Section 9.1 of the U.S. Security Agreement and the Orders, each of the DIP Creditors hereby irrevocably appoints and authorizes Wilmington Savings Fund Society, FSB to act as the agent of such DIP Creditor for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Credit Parties to secure any of the Obligations, together with such actions and powers as are reasonably incidental thereto Each of the DIP Creditors hereby irrevocably authorizes the Collateral Agent to enter into the Loan Documents to which it is a party and take such other action on its behalf under the provisions of such documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of the U.S. Security Agreement and the other Loan Documents to which it is a party, together with such actions and powers as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights, duties and remedies thereunder at the direction of the Required DIP Creditors shall be entitled to the benefits of all provisions of this **Article** IX and **Article** X (including **Section** 10.03) (in the case of co-agents, sub-agents and attorneys-in-fact, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) and the U.S. Security Agreement and the other Loan Documents as if set forth in full herein with respect thereto. Any entity holding Collateral for and on behalf of the Collateral Agent shall be deemed to be appointed as a sub-agent of the Collateral Agent.

(c) Without limiting the powers of the Administrative Agent or Collateral Agent under the Loan Documents, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Quebec to secure the prompt payment and performance of any and all Obligations by any Credit Party, each of the Secured Parties hereby irrevocably appoints and authorizes the Collateral Agent and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, as part of its duties as Collateral Agent, to act as the hypothecary representative of the creditors as contemplated under Article 2692 of the Civil Code of Quebec (in such capacity, the "Attorney"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any related deed of hypothec. The Attorney

shall: (a) have the sole and exclusive right and authority to exercise, subject to the terms hereof in respect of the Security Documents, all rights and remedies given to the Attorney pursuant to any such deed of hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Collateral Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Secured Parties and Credit Parties. Any person who becomes a Secured Party shall, by its execution of an Assignment and Assumption, be deemed to have consented to and confirmed the Attorney as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Secured Party, all actions taken by the Attorney in such capacity. The substitution of the Collateral Agent pursuant to the provisions of this Article 9 also constitutes the substitution of the Attorney.

Section 9.02 Rights as a DIP Creditor. At any time that any such Person serving as the Administrative Agent hereunder is also a DIP Creditor hereunder, any such Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a DIP Creditor as any other DIP Creditor and may exercise the same as though it were not the Administrative Agent, and the term "DIP Creditor" or "DIP Creditors" shall, unless otherwise expressly indicated or unless the context otherwise requires, include such Person serving as the Administrative Agent hereunder in its individual capacity. Any such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the DIP Creditors.

Section 9.03 Exculpatory Provisions.

(a) Neither Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise against either Agent, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied (or express) duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), and each DIP Creditor agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required DIP Creditors (or such other number or percentage of the DIP Creditors as shall be expressly provided for herein or in the other Loan Documents) and 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 Requirements of Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting DIP Creditor in violation of any Debtor Relief Law, and the Administrative Agent may seek clarification or direction from the Required DIP Creditors (or

such other group, number or percentage of the DIP Creditors as shall be expressly provided for herein or in the other Loan Documents) prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings, the Company or any of their respective Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity, and, for the avoidance of doubt, shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings, the Company or any of their respective Affiliates that is communicated to or obtained by it or any of its Affiliates in its or their capacities as DIP Creditors hereunder.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request or direction of the Required DIP Creditors (or such other number or percentage of the DIP Creditors as shall be expressly provided for herein or in the other Loan Documents) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default (and identifying it as such) is given in writing to the Administrative Agent by the Company or a DIP Creditor. The Administrative Agent shall not be responsible for ascertaining or confirming the applicable Interim Roll-Up Date or Final Roll-Up Date

(c) 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral or that the Liens granted to the Collateral Agent pursuant to the Loan Documents have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or (vi) the satisfaction of any condition set forth in **Article** IV or elsewhere herein.

(d) Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or under any Loan Document or in the exercise of any of its rights or powers under any Loan Document if it shall have grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(e) The Administrative Agent shall not be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than such Loan Documents to which it is directly a party.

(f) The Administrative Agent shall not be responsible for nor have any duty to monitor the performance of any action of the Company or the other Credit Parties, or any of their directors, members, officers, agents, affiliates or employees and may assume performance by all such Persons of their respective obligations and shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(g) The Administrative Agent shall not have any duty as to any Collateral in its possession or in the possession of someone under its control or in the possession or control of any agent or nominee of the Administrative Agent's or any income thereon or as to the preservation of rights prior parties or any other rights pertaining thereto, except to accord such of the collateral as may be in its possession substantially the same care as it accords similar assets held for the benefit of third parties and the duty to account for monies received by it. The Administrative Agent shall not be under any obligation to independently request or examine insurance coverage with respect to any Collateral nor shall the Administrative Agent be liable for the acts or omissions of any bank, depositary bank, custodian, independent counsel of any other Person or any other party selected by the Administrative Agent with reasonable care or selected by any other party hereto that may hold or possess collateral or documents related to collateral.

(h) For the avoidance of doubt, the Administrative Agent shall not be responsible for the perfection of any lien or for the filing, form, content or renewal of any UCC financing statements, fixture filings, mortgages, deeds of trust and such other documents or instruments.

(i) In no event shall the Administrative Agent be responsible or liable for (i) providing, maintaining, monitoring, or preserving insurance on or the payment of taxes with respect to any Collateral, or (ii) obtaining, monitoring or continuing any flood hazard determinations or flood insurance policies or for determining whether any flood hazard determinations or flood insurance policies are or should be obtained in respect of the Collateral, and each DIP Creditor shall be solely responsible for determining whether it requires that any flood hazard determinations or flood insurance policies be obtained in respect of the Collateral and that it will not rely on the Administrative Agent to make such determination or to see that any such flood hazard determinations or flood insurance policies are in fact obtained.

(j) The Administrative Agent shall have no obligation to ascertain, monitor, confirm or inquire as to, compliance by any DIP Creditor, any Credit Party or any other Person with the Securities Act, federal or state securities laws or any other applicable law or restrictions relating to the Notes, the Loans or any other Obligations (including any Contingent Rolled-Up Loans or Contingent Rolled-Up Notes) under the Loan Documents, including without limitation, with respect to the sale or transfer of any Notes or Contingent Rolled-Up Notes.

(k) Notwithstanding anything herein or in any Loan Document to the contrary, in administering this Agreement and the Loans and Notes contemplated hereby, if the Administrative Agent determines that one or more defined terms or provisions of this Agreement are ambiguous or inconsistent, or that the intent of any defined term or provision is unclear, the Administrative Agent shall be entitled to request direction from the Specified Ad Hoc Group Advisors and the Company as to such ambiguous, inconsistent or unclear defined term or provision, and the Administrative Agent shall be entitled to conclusively rely on, and act in reliance on, such direction from both parties without incurring liability therefor, and such direction and determination by the Specified Ad Hoc Group Advisors and Company shall be binding on the DIP Creditors hereunder.

(l) The rights, privileges, protections, indemnities, immunities and benefits afforded to the Administrative Agent under this Agreement are extended to, and shall be enforceable by (i) the Administrative Agent in each document related hereto to which it is a party or otherwise subject, whether or not specifically set forth therein, and (ii) the entity serving as the Administrative Agent in each of its capacities (including as Collateral Agent) hereunder, and under any Loan Document or any related document and each agent, custodian and other Person employed to act by the Administrative Agent or the Collateral Agent hereunder and under any related document, whether or not specifically set forth herein or in any related document.

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to conclusively 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 (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). 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 (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan or purchase of a Note that by its terms must be fulfilled to the satisfaction of a DIP Creditor, the Administrative Agent may presume that such condition is satisfactory to such DIP Creditor unless the Administrative Agent shall have received notice to the contrary from such DIP Creditor prior to the making of such Loan purchase of such Note. In particular and without limiting any of the foregoing, the Administrative Agent shall have no responsibility for confirming the accuracy of any compliance certificate or other document or instrument received by it under the Loan Documents. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required DIP Creditors as it deems appropriate or as expressly provided for in this Agreement. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), 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. Notwithstanding anything contained in this Agreement or the other Loan Documents to the contrary, without limiting any rights, protections, immunities or indemnitees afforded to the Administrative Agent or the Collateral Agent under the Loan Documents (including without limitation this Article IX), phrases such as "satisfactory to the [Administrative Agent] [Collateral Agent]," "approved by the [Administrative Agent] [Collateral Agent]," "acceptable to the [Administrative Agent] [Collateral Agent]," "agreed to by the [Administrative Agent] [Collateral Agent]," "as determined by the [Administrative Agent] [Collateral Agent]," "designated by the [Administrative Agent] [Collateral Agent]", "specified by the [Administrative Agent] [Collateral Agent]", "in the [Administrative Agent's] [Collateral Agent's] discretion," "selected by the [Administrative Agent] [Collateral Agent]," "elected by the [Administrative Agent][Collateral Agent]," "requested by the [Administrative Agent] [Collateral Agent]," "in the opinion of the [Administrative Agent] [Collateral Agent]," and phrases of similar import that authorize or permit the Administrative Agent or the Collateral Agent to approve, disapprove, determine, act, evaluate or decline to act in its discretion shall be subject to the Administrative Agent or the Collateral Agent receiving a direction from the Required DIP Creditors (or such other number or percentage of the DIP Creditors as shall be expressly provided for herein or in the other Loan Documents).

Section 9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through, or delegate any and all such rights and powers to, any one or more co-agents, sub-agents or attorneys-in-fact appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory and indemnification provisions of this Article IX and Article X shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply, without limiting the foregoing, to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as 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 non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.06 Resignation and Replacement of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the DIP Creditors, the Company and the other Agents, and the Required DIP Creditors may at any time notify any Agent and the Company that the Required DIP Creditors are requiring the Administrative Agent to resign; *provided*, that any such notice provided by or to the Administrative Agent shall provide for at least ten (10) Business Days prior notice to such persons of such resignation unless the Company expressly consents to a shorter notice period in its sole discretion. If the DIP Creditor acting as Administrative Agent is, or the Administrative Agent is an Affiliate of a DIP Creditor that is, replaced pursuant to Section 2.16(b), then such DIP Creditor or Administrative Agent, as applicable, shall be deemed to have submitted its notice of resignation as the Administrative Agent concurrent with such replacement (and, for the avoidance of doubt, the Company shall be deemed to have waived the notice period required pursuant to this Section 9.06). Upon receipt or delivery of any such notice of resignation, (i) the retiring Administrative Agent shall have no further obligation to take any direction from the DIP Creditors or any other party in its capacity as Administrative Agent (but, for the avoidance of doubt, the Administrative Agent may decide in its sole discretion to act on such direction) and (ii) the Required DIP Creditors shall have the right, with the Company's consent (absent an Event of Default) (such consent not to be unreasonably withheld or delayed), to appoint a successor that is not a Disqualified Institution, which shall be a commercial bank or trust company with an office in the United States, or an Affiliate of any such commercial bank or trust company with an office in the United States having capital and surplus aggregating in excess of $1,000,000,000, with any prohibited appointment to be absolutely void *ab initio*. If no such successor shall have been so appointed by the Required DIP Creditors and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation or the Required DIP Creditors give notice that they are requiring the Administrative Agent to resign, as applicable (or, in each case, such earlier day as shall be agreed by the Required DIP Creditors) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the DIP Creditors, appoint, or petition a court of competent jurisdiction to appoint, a successor Administrative Agent meeting the qualifications set forth above (including the Company's consent and that such successor not be a Disqualified Institution) to replace it, with any prohibited appointment to be absolutely void *ab initio*. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents, and (2) except for any indemnity payments or other amounts then owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each DIP Creditor directly, until such time, if any, as the Required DIP Creditors or the resigning Administrative Agent appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Administrative Agent (other than as provided in Section 2.15 and other than any rights to indemnity payments or other amounts owed to the retiring Administrative Agent as of the Resignation Effective Date), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.03 and any other provisions with expressly survive the resignation or removal of the Administrative Agent 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 the retiring Administrative Agent was acting as Administrative Agent.

(c) The provisions set forth in this Section 9.06 shall apply to the Collateral Agent as if such provisions were fully incorporated herein mutatis mutandis.

(d) [Reserved].

Section 9.07 Non-Reliance on Administrative Agent and Other DIP Creditors. Each DIP Creditor acknowledges that it has, independently and without reliance upon any Agent or any other DIP Creditor or any of their Related Parties and based on such documents and information as it has deemed appropriate, conducted its own independent investigation of the financial condition and affairs of the Credit Parties and their Subsidiaries and made its own credit analysis and decision to enter into this Agreement. Each DIP Creditor further represents and warrants that it has reviewed each document made available to it on the Platform in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof (including any such terms and conditions set forth, or otherwise maintained, on the Platform with respect thereto). Each DIP Creditor also acknowledges that it will, independently and without reliance upon any Agent or any other DIP Creditor 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 any related agreement or any document furnished hereunder or thereunder. Each DIP Creditor expressly acknowledges that each Agent and its Affiliates have not made any representation or warranty to it. Except for documents expressly required by the Loan Documents to be transmitted by the Administrative Agent to the DIP Creditors, no Agent shall have any duty or responsibility (either express or implied) to provide any DIP Creditor with any credit or other information concerning any Credit Party, including the business, prospects, operations, property, financial and other condition or creditworthiness of any Credit Party or any Affiliate of a Credit Party, that may come into the possession of such Agent or any of its Affiliates. Each DIP Creditor represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and (ii) in participating as a DIP Creditor, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such DIP Creditor, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Company, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each DIP Creditor agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities law).

Section 9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, or a DIP Creditor hereunder.

Section 9.09 Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan or Note 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 Company) shall be entitled and empowered (but not obligated), 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 Notes and all other Obligations that are owing and unpaid and to file such other documents as may be reasonably necessary or advisable in order to have the claims of the DIP Creditors and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the DIP Creditors and the Agents and their respective agents and counsel

and all other amounts due to the DIP Creditors and the Agents under Sections **2.05** and **10.03** or otherwise) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator, interim receiver, receiver and manager, monitor or other similar official in any such judicial proceeding is hereby authorized by each DIP Creditor and each other Secured Party 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 DIP Creditors and the other Secured Parties, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections **2.05** and **10.03**.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any DIP Creditor any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any DIP Creditor or to authorize the Administrative Agent to vote in respect of the claim of any DIP Creditor in any such proceeding.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required DIP Creditors, to credit bid all or any portion of the Obligations other than any Obligations owing to any Agent) (including accepting some or all of the Collateral in satisfaction of some or all of the Secured 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 provisions of any Debtor Relief Law or any other Requirements of Law in any other jurisdictions to which a Credit Party is subject or (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Requirements of Law. In connection with any such credit bid and purchase, such Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased. In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, the vote of the Required DIP Creditors 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 DIP Creditors contained in clauses (i) through (xi) of the first proviso to Section 10.02(b) of this Agreement, (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the DIP Creditors, as a result of which each of the DIP Creditors shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations

shall automatically be reassigned to the DIP Creditors pro rata, and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 9.10 Collateral and Guarantee Matters. Each of the DIP Creditors irrevocably authorize the Administrative Agent and Collateral Agent (and the Administrative Agent and Collateral Agent shall, promptly upon request):

(a) release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments of the DIP Creditors under this Agreement and payment in full of all Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, (ii) that is sold or otherwise disposed of (other than to a Credit Party) or (A) to be sold or otherwise disposed of as part of or (B) in connection with any conveyance, sale, transfer or other disposition permitted hereunder or under any other Loan Document, (iii) [reserved] or (iv) subject to Section 10.02, if approved, authorized or ratified in writing by the Required DIP Creditors;

(b) with the consent of the DIP Creditors, subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is expressly permitted to be senior to the Liens securing the Secured Obligations pursuant to **Section** 6.02;

(c) release any Guarantor from its obligations under its Guarantee if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted under the Loan Documents; *provided* that no such release shall occur if such Guarantor continues to be a guarantor or obligor in respect of any Prepetition Indebtedness or any other Indebtedness for borrowed money;

(d) [reserved];

(e) enter into the Foreign Security Documents, and acknowledge and agree that in connection therewith the Company, the Administrative Agent and the Collateral Agent may amend this Agreement (and the Company hereby agrees to amend this Agreement) without the consent of any other DIP Creditor or any other Person, to include provisions appointing the Collateral Agent as security trustee or other concept under applicable foreign law, to hold the security under the Foreign Security Documents and the Orders and to provide the Collateral Agent with the maximum protections under applicable foreign law (including, without limitation, to provide for releases of liability for the Collateral Agent and to disclaim any fiduciary or other obligations or duties of, or restrictions on, the Collateral Agent under applicable law and to provide for indemnification and exculpation of the Collateral Agent) and otherwise to implement the Foreign Security Documents and the Orders and the transactions contemplated by the Loan Documents as in effect on the Closing Date. Each of the DIP Creditors and each other Secured Party acknowledges and agrees that it shall be bound by such provisions, as if fully set forth in Article IX of this Agreement; and

(f) execute and perform under any Foreign Security Documents and, to the extent applicable, the Orders.

Upon request by the Administrative Agent or the Collateral Agent at any time, the Required DIP Creditors will confirm in writing the Administrative Agent's or the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under its Guarantee pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Company's written request and sole expense, execute and deliver to the applicable Credit Party such documents as such Credit Party

may prepare and reasonably request, in form and substance reasonably satisfactory to the applicable Agent, without representation, warranty or recourse, to evidence the release of any such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in any such item, or to release any such Guarantor from its obligations under its Guarantee, in each case in accordance with the terms of the Loan Documents and this Section 9.10. Notwithstanding anything contained herein or in any other Loan Document to the contrary, in no event shall either Agent be obligated to execute or deliver any document evidencing any release without receipt of a certificate executed by a Responsible Officer of the applicable Credit Party certifying that such release or subordination (and the execution of any documents presented to it in connection therewith) is authorized or permitted by, and complies with, this Agreement and the other Loan Documents.

Neither the Collateral Agent nor the Administrative Agent shall be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Credit Party in connection therewith, nor shall the Collateral Agent or the Administrative Agent be responsible or liable to the DIP Creditors for any failure to monitor or maintain any portion of the Collateral.

Notwithstanding the foregoing, no Credit Party will be released solely as a result of ceasing to be wholly-owned unless (w) at the time such Credit Party ceases to be wholly-owned, the primary purpose of such transaction was not to evade the Guarantees, (x) the transaction by which such Credit Party ceases to be wholly-owned was consummated on an arms' length basis with a non-Affiliate, (y) after giving effect to the transaction, the Credit Party being released from its Guarantees is no longer a direct or indirect Restricted Subsidiary of the Company and (z) sufficient Investment capacity under Section 6.03 exists after giving effect to such release.

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, any release of a Credit Party, release of a security interest in any Collateral or subordination of any Lien held by the Collateral Agent shall be subject to the applicable requirements of the Orders, other Loan Documents and the U.S. Security Agreement to which the Collateral Agent is a party and the Collateral Agent's receipt of all deliverables to which the Collateral Agent is entitled pursuant to the terms thereof (including any certificates, directions and confirmations contemplated thereby), upon which deliverables the Collateral Agent shall be entitled to conclusively rely without independent inquiry or investigation.

Section 9.11 [Reserved].

Section 9.12 Withholding Tax. To the extent required by any applicable Requirements of Law (including for this purpose, pursuant to any agreements entered into with a Governmental Authority), the Agents may withhold from any payment to any DIP Creditor an amount equivalent to any applicable withholding Tax. If the IRS or any other authority of the United States or other Governmental Authority asserts a claim that an Agent did not properly withhold Tax from any amounts paid to or for the account of any DIP Creditor for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such DIP Creditor failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such DIP Creditor shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so) and shall make payable in respect thereof within ten (10) days after demand therefor, for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any DIP Creditor by an Agent shall be

deemed presumptively correct absent manifest error. Each DIP Creditor hereby authorizes each Agent to set off and apply any and all amounts at any time owing to such DIP Creditor under this Agreement or any other Loan Document against any amount due the Agents under this Section 9.12. The agreements in this Section 9.12 shall survive the resignation and/or replacement of an Agent, any assignment of rights by, or the replacement of, a DIP Creditor, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. Unless required by applicable laws, at no time shall any Agent have any obligation to file for or otherwise pursue on behalf of a DIP Creditor any refund of Taxes withheld or deducted from funds paid to or for the account of such DIP Creditor.

Section 9.13 Certain ERISA Matters.

(a) Each DIP Creditor (x) represents and warrants, as of the date such Person became a DIP Creditor party hereto, to, and (y) covenants, from the date such Person became a DIP Creditor party hereto to the date such Person ceases being a DIP Creditor party hereto, for the benefit of, the Administrative Agent and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Credit Party, that at least one of the following is and will be true:

(i) such DIP Creditor is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, Notes or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable, and the conditions of such exemption have been satisfied, with respect to such DIP Creditor's entrance into, participation in, administration of and performance of the Loans, the Notes, the Commitments and this Agreement, or

(iii) (A) such DIP Creditor is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Section VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such DIP Creditor to enter into, participate in, administer and perform the Loans, the Notes, the Commitments and this Agreement, and (C) the entrance into, participation in, administration of and performance of the Loans, the Notes, the Commitments and this Agreement satisfies the requirements of sub-sections (a) through (g) and (k) of Section I of PTE 84-14.

(b) The Administrative Agent hereby informs the DIP Creditors that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Notes, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Notes or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Notes or the Commitments by such DIP Creditor or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment

fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

Section 9.14 Non-U.S. Administrative Agent Tax Matters. Any successor or supplemental Administrative Agent that is not a United States person under Section 7701(a)(30) of the Code, shall deliver, on or prior to the date that it becomes a party to this Agreement, to the Company two duly completed originals of IRS Form W-8IMY (or successor form) certifying that it is a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of a trade or business in the United States and that it is using such form as evidence of its agreement with the Company to be treated as a United States person with respect to such payments (and the Company and the Administrative Agent agree to so treat the Administrative Agent as a United States person with respect to such payments as contemplated by Treasury Regulation Section 1.1441-1(b)(2)(iv)(A)), with the effect that the Company can make payments to the Administrative Agent without deduction or withholding of any Taxes imposed by the United States.

Section 9.15 Erroneous Payments.

(a) If the Administrative Agent (x) notifies a DIP Creditor or other Secured Party, or any Person who has received funds on behalf of a DIP Creditor or other Secured Party (any such DIP Creditor, other Secured Party or other recipient (and each of their respective successors and assigns), a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such DIP Creditor, other Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 9.15 and held in trust for the benefit of the Administrative Agent, and such DIP Creditor or other Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each DIP Creditor, other Secured Party or any Person who has received funds on behalf of a DIP Creditor or other Secured Party (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment,

prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such DIP Creditor or other Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such DIP Creditor or other Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 9.15(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 9.15(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.15(a) or on whether or not an Erroneous Payment has been made.

(c) Each DIP Creditor or other Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such DIP Creditor or other Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such DIP Creditor or other Secured Party under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(d) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with immediately preceding clause (a), from any DIP Creditor that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Administrative Agent's notice to such DIP Creditor at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such DIP Creditor shall be deemed to have assigned its Loans or Notes (but, in each case, not its Commitments) of the relevant Class with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Class**") to the Administrative Agent in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans and/or Notes (but, in each case, not Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment Deficiency Assignment**") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest), and is hereby (together with the Company) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an electronic platform approved by the Administrative Agent as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such DIP Creditor shall deliver any Promissory Notes evidencing such Loans or Notes to the Company or the Administrative Agent (but the failure of such Person to deliver any such Promissory Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee DIP Creditor shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such

deemed acquisition, the Administrative Agent as the assignee DIP Creditor shall become a DIP Creditor, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning DIP Creditor shall cease to be a DIP Creditor, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning DIP Creditor, (D) the Administrative Agent and the Company shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Administrative Agent will reflect in the DIP Term Loan Creditor Register its ownership interest in the Loans and/or Notes subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any DIP Creditor and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 10.04 (but excluding, in all events, any assignment consent or approval requirements (whether from the Company or otherwise)), the Administrative Agent may, in its discretion, sell any Loans and Notes acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable DIP Creditor shall be reduced by the net proceeds of the sale of such Loan and/or Note (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such DIP Creditor (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable DIP Creditor (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans and/or Notes acquired from such DIP Creditor pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans and/or Notes are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable DIP Creditor from time to time.

(e) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a DIP Creditor or other Secured Party, to the rights and interests of such DIP Creditor or other Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "**Erroneous Payment Subrogation Rights**") (*provided* that the Credit Parties' Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans and/or Notes that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Company or any other Credit Party; *provided* that this Section 9.15 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Company relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; *provided*, *further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Company for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim,

counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 9.15 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a DIP Creditor, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

Section 9.16 UK Security Documents and Hong Kong Security Documents. For the purposes of any Lien or guarantees created under, or Collateral secured under, any UK Security Document or Hong Kong Security Documents or any other Loan Document, the following additional provisions shall apply, in addition to the provisions set out in this Section 9 or otherwise hereunder. For the avoidance of doubt, any reference to the "Collateral Agent" in this Section 9.16Section 9.16 shall refer to the Collateral Agent in its capacity as security trustee, which shall hold the Collateral and guarantee on trust for each of the Secured Parties:

(a) With respect to any UK Security Documents and Hong Kong Security Documents:

(i) In this ***Section*** 9.16, the following terms shall have the following definitions:

(A) "Appointee" means any receiver, administrator, administrative receiver or liquidator appointed in respect of any Credit Party or its assets; and

(B) "Delegate" means any delegate, nominee, agent, attorney or co-trustee appointed by the Collateral Agent (in its capacity as security trustee).

(ii) Each DIP Creditor (and, if applicable, each other Secured Party) hereby appoints the Collateral Agent to hold the security interests and guarantee constituted by the UK Security Documents and the Orders on trust for the Secured Parties on the terms of the U.S. Security Agreement and the other Loan Documents and Hong Kong Security Documents to which it is a party and the Orders and the Collateral Agent accepts such appointment and declares that it holds the Collateral charged and guarantee granted under the UK Security Documents and Hong Kong Security Documents and the Orders on trust for the Secured Parties on the terms of the U.S. Security Agreement and the other Loan Documents to which it is a party.

(iii) Each DIP Creditor (and, if applicable, each other Secured Party) authorizes the Collateral Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Collateral Agent as security trustee under or in connection with the U.S. Security Agreement and the other Loan Documents to which it is a party together with any other incidental rights, powers, authorities and discretions.

(iv) The Collateral Agent may appoint one or more Delegates on such terms (which may include the power to sub-delegate) and subject to such conditions as it thinks fit, to exercise and perform all or any of the duties, rights, powers and discretions vested in it by the UK Security Documents, Hong Kong Security Documents and the other Loan Documents and shall not be obliged to supervise any Delegate or be responsible to any person for any loss incurred by reason of any act, omission, misconduct or default on the part of any Delegate.

(v) The Collateral Agent may (whether for the purpose of complying with any law or regulation of any overseas jurisdiction, for obtaining or enforcing any judgment in any overseas jurisdiction or if it considers the appointment to be in the interests of the Secured Parties in respect of which it acts as security trustee) appoint (and subsequently remove) any person to act jointly with or to replace the Collateral Agent either as a separate trustee or as a co-trustee on such terms and subject to such conditions as the Collateral Agent may determine and with such of the duties, rights, powers and discretions vested in the Collateral Agent by the UK Security Documents, Hong Kong Security Documents and the other Loan Documents as may be conferred by the instrument of appointment of such person.

(vi) The Collateral Agent shall notify the Company of the appointment of each Appointee (other than a Delegate).

(vii) [Reserved].

(viii) Each DIP Creditor (and, if applicable, each other Secured Party) confirms its approval of the UK Security Documents, Hong Kong Security Documents and the other Loan Documents and authorizes and instructs the Collateral Agent: (i) to execute and deliver the UK Security Documents and Hong Kong Security Documents; (ii) to exercise the duties and powers given to the Collateral Agent (in its capacity as security trustee) under or in connection with the UK Security Documents, Hong Kong Security Documents and the other Loan Documents together with any other incidental rights, powers and discretions; and (iii) to give any authorizations and confirmations to be given by the Collateral Agent (in its capacity as security trustee) on behalf of each Secured Party under the UK Security Documents, Hong Kong Security Documents and the other Loan Documents.

(ix) The Collateral Agent may accept without inquiry the title (if any) which any person may have to the Collateral charged under the UK Security Documents, Hong Kong Security Documents and the other Loan Documents.

(x) Each DIP Creditor (and, if applicable, each other Secured Party) confirms that it does not wish to be registered as a joint proprietor of any security interest constituted by a UK Security Document, Hong Kong Security Document and any other Loan Document and accordingly authorizes: (i) the Collateral Agent to hold such security interest in its sole name (or in the name of any Delegate) as trustee for the Secured Parties; and (ii) if required by a UK Security Document or the Orders and consented to by the Collateral Agent, the HM Land Registry (or other relevant registry) of if required by a Hong Kong Security Document or the Orders and consented to by the Collateral Agent, the Hong Kong Land Registry (or other relevant registry) to register the Collateral Agent (or any Delegate or Appointee) as a sole proprietor of such security interest.

(xi) Except to the extent that a UK Security Document or Hong Kong Security Documents or the provisions of any other Loan Document otherwise require and prior to the application of proceeds from the relevant Collateral in accordance with Section 8.02 (Application of Proceeds), any moneys which the Collateral Agent receives under or pursuant to a UK Security Document or (as the case may be) Hong Kong Security Documents or the Orders as part of any enforcement procedure may be: (i) invested in any investments which the Collateral Agent selects and which are authorized by applicable law; or (ii) placed on deposit at any bank or institution (including with the Collateral Agent and any branch or affiliate of the Collateral Agent) on terms that the Collateral Agent may determine, in each case in the name or under the control of the Collateral Agent, and the Collateral Agent shall hold those moneys, together with any accrued

income (net of any applicable Tax) and shall pay them to the Administrative Agent for distribution to each Secured Party on demand in accordance with the terms of this Agreement.

(xii) The Collateral Agent shall not be liable for: (a) any defect in or failure of the title (if any) which any person may have to any assets over which security is intended to be created by a UK Security Document or a Hong Kong Security Document or the Orders; (b) any loss resulting from the investment or deposit at any bank of enforcement moneys which it invests or deposits in a manner permitted by a UK Security Document, a Hong Kong Security Document and/or this Agreement; (c) the exercise of, or the failure to exercise, any right, power or discretion given to it by or in connection with any Loan Document, other than gross negligence or willful misconduct as determined pursuant to a final, non-appealable judgment or decree of a court of competent jurisdiction; or (d) any shortfall which arises on enforcing a UK Security Document, a Hong Kong Security Document or any other Loan Document.

(xiii) The Collateral Agent shall not be obligated to: (a) obtain any authorization or environmental permit in respect of any of the Collateral or a UK Security Document or a Hong Kong Security Document or any other Loan Document; hold in its own possession UK Security Documents or a Hong Kong Security Document, title deed or other document relating to the Collateral or a UK Security Document or a Hong Kong Security Document or any other Loan Document; (c) perfect, protect, register, make any filing or give any notice in respect of a UK Security Document or a Hong Kong Security Documents or any other Loan Document (or the order of ranking of a Hong Kong Security Documents or any other Loan Document) (or the order of ranking of a UK Security Document or any other Loan Document); or (d) require any further assurances in relation to a UK Security Document or any other Loan Document.

(xiv) In respect of any UK Security Documents, any Hong Kong Security Documents or any other Loan Document, the Collateral Agent shall not be obligated to: (i) insure, or require any other person to insure, the Collateral; or (ii) make any enquiry or conduct any investigation into the legality, validity, effectiveness, adequacy or enforceability of any insurance existing over such Collateral.

(xv) In respect of any UK Security Documents, any Hong Kong Security Documents or any other Loan Document, the Collateral Agent shall not have any obligation or duty to any person for any loss suffered as a result of: (i) the lack or inadequacy of an insurance; or (ii) the failure of the Collateral Agent to notify the insurers of any material fact relating to the risk assumed by them, or of any other information of any kind.

(xvi) Every appointment of a successor Collateral Agent under a UK Security Document, any Hong Kong Security Documents or any other Loan Document shall be by deed.

(xvii) In relation to the UK Security Documents, Section 1 of the United Kingdom Trustee Act 2000 and in relation to the Hong Kong Security Documents, Section 3A of the Trustee Ordinance (Cap. 29 of the Laws of Hong Kong) shall not apply to the duty of Collateral Agent in relation to the trusts constituted by this Agreement.

(xviii) The perpetuity period under the rule against perpetuities if applicable to this Agreement and any UK Security Documents shall be eighty (80) years from the date of this Agreement.

(xix) The Collateral Agent, in its capacity as security trustee, shall be entitled to the benefit of the rights, privileges, immunities, indemnities and exculpatory provisions set forth in the U.S. Security Agreement and this Agreement that otherwise apply to the Collateral Agent.

(xx) If (x) all of the Obligations and all other obligations secured by the UK Security Documents or (as the case may be) Hong Kong Security Documents or any other Loan Document have been fully and finally discharged and (y) none of the Secured Parties is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Credit Party pursuant to the Loan Documents:

(1) the trusts set out in this Agreement shall, subject to the terms and provisions of the U.S. Security Agreement and this Agreement, be wound up and the Collateral Agent shall release, without recourse, representation or warranty, all of the Liens and the rights of the Collateral Agent under each of the UK Security Documents, Hong Kong Security Documents or any other Loan Documents; and

(2) any retiring Collateral Agent shall, subject to the terms and provisions of the U.S. Security Agreement, release, without recourse, representation or warranty, all of its rights under each of the UK Security Documents, Hong Kong Security Documents or any other Loan Document.

Section 9.17 Collateral Agent.

(a) Notwithstanding anything contained in this Agreement to the contrary, in the event of any conflict or inconsistency between the provisions providing any rights, protections, exculpations or benefits to the Collateral Agent set forth in this Agreement and the provisions providing any rights, protections, exculpations or benefits to the Collateral Agent set forth in the U.S. Security Agreement and/or the Orders, the provisions of the U.S. Security Agreement and/or Orders.

(b) The parties hereto agree that the Collateral Agent shall be an express beneficiary of the provisions of this Agreement (including, without limitation, all sections providing for payment of fees, costs, expenses, reimbursements and indemnification amounts to the Collateral Agent) that grant the Collateral Agent any rights under this Agreement, with full rights to enforce the same.

(c) For the purposes of this Agreement and all other Loan Documents, and notwithstanding anything to the contrary in this Agreement or any other Loan Documents, the Collateral Agent shall not (i) have any duties or obligations in connection with this Agreement or any agreement, instrument or document other than the express duties and obligations set forth in the U.S. Security Agreement and any other Loan Document to which the Collateral Agent is a party entered into after the Closing Date, whether or not referenced herein, and (ii) have any duty or obligation to ascertain, inquire into, monitor or confirm satisfaction of, the terms and conditions of this Agreement or any other agreement, instrument, or document and (iii) be subject to or bound by, the terms and conditions of, this Agreement or any other agreement, instrument, or document other than the U.S. Security Agreement and any other Loan Document to which the Collateral Agent is a party entered into after the Closing Date, whether or not referenced herein. For the avoidance of doubt, in addition to any rights, privileges, protections, indemnities, immunities and benefits afforded to the Collateral Agent hereunder and under any other Loan Document, the Collateral Agent shall be entitled to each of the rights, privileges, protections, indemnities, immunities and benefits afforded to the Administrative Agent under this Agreement as if fully set forth herein and in any other Loan Document.

Section 9.18 Registration of Notes. The Company hereby irrevocably appoints the Administrative Agent as Registrar to keep at the Administrative Agent's office a register for the registration and registration of transfers of Notes (the "**DIP Notes Creditor Register**") and to register and update the same, including to reflect the relevant information in accordance with the sale and purchase of Notes hereunder. The name of each holder of Notes, the principal amount (and interest accrued thereon) of each Class and Type of Notes issued to a holder and the date of its issue, the details of the date on which each Note is repaid, prepaid or cancelled and the same information in respect of each transferee of one or more Notes, the date on which a person ceases to be a holder, and the principal amount of the Notes held by each holder shall be registered on the DIP Notes Creditor Register. The entries in the DIP Notes Creditor Register shall be presumptively correct absent manifest error, and the Company, the Agents and the DIP Creditors shall treat each person whose name is recorded in the DIP Notes Creditor Register pursuant to the terms hereof as a DIP Creditor hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. No transfer of Notes shall be effective unless recorded in the DIP Notes Creditor Register. The DIP Notes Creditor Register shall be available for inspection by the Company, the Collateral Agent and any DIP Creditor (with respect to its own interests), at any reasonable time and from time to time upon reasonable prior notice. This paragraph shall be construed so that the obligations are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of U.S. Internal Revenue Code of 1986, as amended.

Section 9.19 Transfer and Exchange of Notes. Upon the settlement of any transfer of a Note pursuant to Section 10.04, the Registrar appointed by the Company (or, if no Registrar has been appointed, the Company) shall reflect such transfer on the DIP Notes Creditor Register, in an aggregate principal amount equal to the unpaid principal amount of the transferred Note position, *provided* that any such transfer must be made in compliance with the federal securities laws of the United States, including the Securities Act or other applicable law, and the Transfer Restrictions; *provided further* that in no event shall any Agent (including in its capacity as Registrar) have any obligation or liability with respect to determining or monitoring that any transfer is made in compliance with any state securities laws or the federal securities laws of the United States, including the Securities Act or other applicable law, and each Agent (including in its capacity as Registrar) may conclusively presume that any such transfer is made in compliance with any state securities laws or the federal securities laws of the United States. Each such new Note position shall be payable to such Person as such holder may request and shall be evidenced by book-entry in the DIP Notes Creditor Register maintained by the Registrar. The Company may, by notice to the Registrar, require payment of a sum sufficient to cover any stamp tax or similar governmental charge imposed by applicable law in respect of any such transfer of Notes, *provided* that any such amount shall be owing by the transferee of the applicable Note position following the effectuation of any transfer and shall not be a condition precedent to the effectiveness of such transfer. Note positions shall not be transferred in denominations of less than $1, *provided* that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than $1. No transfer of Note positions shall be effective unless recorded in the DIP Notes Creditor Register. Notwithstanding anything to the contrary in this Section 9.19, for the avoidance of doubt, any transfer of Contingent Rolled-Up Notes shall be subject to Section 10.04 (including, for the avoidance of doubt, Section 10.04(b)(vi)).

ARTICLE X
MISCELLANEOUS

Section 10.01 Notices.

(a) Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (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 telecopier or electronic mail as follows:

if to any Credit Party, to the Company at:

ASP Unifrax Holdings, Inc.
Laura Kohanski
180 Glastonbury Boulevard
Glastonbury, CT 06033
Attention: SVP, Chief Financial Officer
Mobile: (860) 490-8029
Email: LKohanski@Alkegen.com

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

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Los Angeles, CA 90067
Attention: Andrew Hurley
Email: andrew.hurley@kirkland.com

if to the Sponsor, to it at:

Clearlake Capital Group, L.P.
233 Wilshire Blvd, Suite 800
Santa Monica, CA 90401
Attention: Fund Operations
Email: loannotices@clearlake.com; legal@clearlake.com

if to the Administrative Agent or the Collateral Agent, to:

Wilmington Savings Fund Society, FSB, as Collateral Agent
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Attention: Patrick Healy, Raye Goldsborough and Craig Cramer
Email: PHealy@wsfsbank.com, RGoldsborough@wsfsbank.com and CCramer@wsfsbank.com
with a copy (which shall not constitute notice) to:

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Gregg Bateman
Email: bateman@sewkis.com

if to the Ad Hoc Group, to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Damian Schaible, Angela Libby, Jarret Erickson and David Kennedy

Email: damian.schaible@davispolk.com, angela.libby@davispolk.com, jarret.erickson@davispolk.com, david.kennedy@davispolk.com

if to any other DIP Creditor, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, they shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in clause (b) below, shall be effective as provided in said clause (b).

(b) Electronic Communications. Notices and other communications to the DIP Creditors hereunder may (subject to **Section** 10.01(d)) be delivered or furnished by electronic communication (including electronic mail, FpML messaging, Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any DIP Creditor pursuant to **Article** II if such DIP Creditor has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Collateral Agent or the Company may agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it (including as set forth in **Section** 10.01(d) and Section 10.01(g)); *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its electronic mail address as described in the foregoing clause (b) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Any party hereto may change its address or telecopier number or electronic mail address for notices and other communications hereunder by written notice to the other parties hereto.

(d) Posting. Each Credit Party hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication (unless otherwise approved in writing by the Administrative Agent) that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) [reserved], (iv) provides notice of any Default under this Agreement or (v) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder (all such non-excluded communications, collectively, the "**Communications**"), by transmitting the Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to the Company from time to time or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. In addition, each Credit Party agrees to continue to provide the Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form, including hard copy delivery thereof, as the Administrative Agent shall reasonably request. Nothing in this **Section** 10.01 shall prejudice the right of the Agents, any DIP Creditor or any Credit Party to give any notice or other communication

pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as any such Agent shall require.

(e) Platform. Each Credit Party further agrees that any Agent may make the Communications available to the DIP Creditors by posting the Communications on IntraLinks, ClearPar, Debt Domain or SyndTrak or a substantially similar secure electronic transmission system (the "**Platform**"). The Platform is provided "as is" and "as available." The Agents do not warrant the accuracy or completeness of the Communications or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Agent in connection with the Communications or the Platform. In no event shall any Agent or any of its Related Parties have any liability to the Credit Parties, any DIP Creditor or any other person for damages of any kind, (whether in tort, contract or otherwise) arising out of any Credit Party's or such Agent's transmission of communications through the Internet, except to the extent the liability of such person is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such person's gross negligence or willful misconduct.

(f) Public/Private.

(i) Each Credit Party hereby authorizes the Administrative Agent to distribute (A) to Public Siders all Communications that the Company identifies in writing as containing no MNPI ("**Public Side Communications**"), and the Company represents and warrants that no such Public Side Communications contain any MNPI, and, at the reasonable written request of the Administrative Agent, the Company shall use commercially reasonable efforts to identify Public Side Communications by clearly and conspicuously marking the same as "PUBLIC"; and (B) to Private Siders all Communications other than Public Side Communications (such Communications, "**Private Side Communications**"). The Company agrees to designate as Private Side Communications only those Communications or portions thereof that it reasonably believes in good faith contains MNPI, and agrees to use commercially reasonable efforts not to designate any Communications provided under Sections ***5.01***(a), ***(***b) and ***(***c) as Private Side Communications. "**Private Siders**" shall mean DIP Creditors' employees and representatives who have declared that they are authorized to receive MNPI. "**Public Siders**" shall mean DIP Creditors' employees and representatives who have not declared that they are authorized to receive MNPI; it being understood that Public Siders may be engaged in investment and other market-related activities with respect to the Company's or its Affiliates' securities or loans. "**MNPI**" shall mean material non-public information (within the meaning of United States federal securities laws assuming that Holdings is a public reporting company under federal securities laws (regardless of whether Holdings is actually a public reporting company under federal securities laws)) with respect to Holdings, its Affiliates, its Subsidiaries and any of their respective securities.

(ii) Each DIP Creditor acknowledges that United States federal and state securities laws prohibit any person from purchasing or selling securities on the basis of material, non-public information concerning the issuer of such securities or, subject to certain limited exceptions, from communicating such information to any other person. Each DIP Creditor confirms that it has developed procedures designed to ensure compliance with these securities laws.

(iii) Each DIP Creditor acknowledges that circumstances may arise that require it to refer to Communications that may contain MNPI. Accordingly, each DIP Creditor agrees that it will use commercially reasonable efforts to designate at least one individual to receive Private Side Communications on its behalf in compliance with its procedures and applicable Requirements

of Law and identify such designee (including such designee's contact information) on such DIP Creditor's Administrative Questionnaire. Each DIP Creditor agrees to notify the Administrative Agent in writing from time to time of such DIP Creditor's designee's e-mail address to which notice of the availability of Private Side Communications may be sent by electronic transmission.

(g) Approved Company Portal.

(i) The Administrative Agent and the DIP Creditors agree that the Company may, but shall not be obligated to, make any Company Communications to the Administrative Agent through an electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "**Approved Company Portal**").

(ii) Although the Approved Company Portal and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Closing Date, a user ID/password authorization system), each of the DIP Creditors and the Company acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of the Company that are added to the Approved Company Portal, and that there may be confidentiality and other risks associated with such distribution. Each of the DIP Creditors and the Company hereby approves distribution of Company Communications through the Approved Company Portal and understands and assumes the risks of such distribution.

(iii) THE APPROVED COMPANY PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMPANY COMMUNICATION, OR THE ADEQUACY OF THE APPROVED COMPANY PORTAL AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED COMPANY PORTAL AND THE COMPANY COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMPANY COMMUNICATIONS OR THE APPROVED COMPANY PORTAL. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "**APPLICABLE PARTIES**") HAVE ANY LIABILITY TO ANY CREDIT PARTY, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE COMPANY TRANSMISSION OF COMPANY COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED COMPANY PORTAL.

(iv) Each of the DIP Creditors and the Company agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Company Communications on the Approved Company Portal in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(v) Nothing herein shall prejudice the right of the Company to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

Section 10.02 Waivers; Amendment.

(a) Generally. No failure or delay by any Agent or any DIP Creditor 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 each Agent and the DIP Creditors hereunder and under the other Loan Documents 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 Credit Party therefrom shall in any event be effective unless the same shall be permitted by this **Section** 10.02, 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, the making of a Loan or the purchase of a Note shall not be construed as a waiver of any Default or Event of Default, regardless of whether any Agent or any DIP Creditor may have had notice or knowledge of such Default or Event of Default at the time. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances.

(b) Required Consents. Subject to Section 10.02(c) and (d), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended, supplemented or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Company and the Administrative Agent (acting at the direction of the Required DIP Creditors) or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent (acting at the direction of the Required DIP Creditors), the Collateral Agent (solely in the case of any Security Document to which the Collateral Agent is bound) (acting at the direction of the Required DIP Creditors) and the Credit Party or Credit Parties that are party thereto, in each case with the written consent of the Required DIP Creditors; *provided* that no such agreement shall be effective if the effect thereof would be to:

(i) increase the Commitment of any DIP Creditor without the written consent of such DIP Creditor (but not, for the avoidance of doubt, the Required DIP Creditors) (it being understood that no amendment, modification, termination, waiver or consent with respect to any condition precedent, covenant, mandatory prepayment or Default or Event of Default shall constitute an increase in the Commitment of any DIP Creditor);

(ii) reduce the principal amount of or premium, if any, on any Loan or Note or, in each case, reduce the rate of interest thereon, including any provision establishing a minimum rate (other than any waiver, extension or reduction of interest pursuant to ***Section*** 2.06(e), or any waivers or extensions of mandatory prepayments), or reduce any fees (including any Fees or any prepayment fee or premium) payable hereunder, without the written consent of each DIP Creditor directly and adversely affected thereby but not the Required DIP Creditors (it being understood that any amendment, modification, termination, waiver or consent with respect to any mandatory prepayment of the Loans or Notes or mandatory reduction of any Commitments shall not constitute such a reduction);

(iii) (A) extend the scheduled final maturity of any Term Loan or Notes except in accordance with ***Section*** 2.21, (B) postpone the date for payment of any interest, premium or fees payable hereunder (other than waivers or extension of any mandatory prepayments), or (C) postpone the scheduled date of expiration of any Commitment without the written consent of each DIP Creditor directly and adversely affected thereby (but not the Required DIP Creditors) (it being understood that any amendment, modification, termination, waiver or consent with respect to any

mandatory prepayment of the Loans or Notes or mandatory reduction of any Commitments shall not constitute such an extension or postponement);

(iv) release Holdings or the Company or release all or substantially all of the value of the Subsidiary Guarantors from their Guarantees, without the written consent of each DIP Creditor;

(v) release all or substantially all of the Collateral from the Liens of the Security Documents without the written consent of each DIP Creditor; *provided* that, for the avoidance of doubt, any transaction permitted under ***Section*** 6.04 or ***Section*** 6.05 shall not be subject to this clause (v) to the extent such transaction does not result in the release of all or substantially all of the Collateral;

(vi) change any provision of this ***Section*** 10.02(b) that has the effect of decreasing the number of DIP Creditors that must approve any amendment, modification or waiver, without the written consent of each DIP Creditor;

(vii) decrease the percentage set forth in the definition of "Required DIP Creditors," "Specified Required Backstop Creditors" or any other provision of the Loan Documents specifying the number of DIP Creditors or portion of the Loans or Notes or Commitments required to take any action under the Loan Documents, without the written consent of each DIP Creditor (or each DIP Creditor of the applicable Class, as the case may be), other than to increase such percentage or number or to give any Additional DIP Creditor or group of applicable DIP Creditors such right to waive, amend or modify or make any such determination or grant any such consent;

(viii) change or waive any provision of ***Article*** IX as the same applies to any Agent, or any other provision hereof as the same applies to the rights, obligations, protections, immunities, indemnities or duties of any Agent, in each case without the prior written consent of such Agent; notwithstanding anything to the contrary contained in this Agreement or any other Loan Document;

(ix) [reserved];

(x) [reserved];

(xi) amend or modify (A) the definition of any pro rata sharing provisions contained herein or (B) the "waterfall" that applies following enforcement of the Loan Documents pursuant to ***Section*** 8.02 or any equivalent or similar provision in the Orders, in each case, without the written consent of each DIP Creditor directly and adversely affected thereby;

(xii) without the written consent of each DIP Creditor directly and adversely affected thereby, amend, supplement, waive or modify this Agreement or any other Loan Document to (a) contractually subordinate the Obligations in respect of the Loans or Notes in right of payment to any other Indebtedness or (b) contractually subordinate all or substantially all of the Liens on the Collateral securing the Obligations in respect of the Loans or Notes to the Liens on the Collateral securing any other Indebtedness;

(xiii) [reserved];

(xiv) without the written consent of each DIP Creditor, amend, supplement, waive or modify (i) the last sentence of Section 10.02(c), (ii) [reserved] (iii) any term herein to

effectively create (or permit the creation of) or designate (taken as a whole) an "Unrestricted Subsidiary" or generally exclude any Subsidiary from the covenants, taken as a whole, applicable to Restricted Subsidiaries hereunder, (iv) the definition of "Excluded Subsidiary" and (v) any term that prohibits or limits the transfer of assets to any Subsidiary of Holdings that is not a Credit Party];

(xv) without the written consent of the Specified Required Backstop Creditors:

(A) amend, waive or modify or make any change that has the effect of modifying Section 2.09 or Section 2.21 (including, any definition directly or indirectly referenced therein or used in connection therewith, but not, for the avoidance of doubt, as used in any other Section or provision hereunder) or any Event of Default with respect thereto;

(B) amend, waive or modify or make any change that has the effect of modifying any consent right or requirement of the Specified Required Backstop Creditors or any provision that is otherwise subject to the consent of the Specified Required Backstop Creditors;

(C) amend, waive or modify or make any change that has the effect of modifying Section 8.01 with respect to the remedies upon an Event of Default (including, any definition directly or indirectly referenced therein or used in connection therewith, but not, for the avoidance of doubt, as used in any other Section or provision hereunder); or

provided that, notwithstanding the foregoing, any amendment or modification to Section 2.09 or to any other provision in any Loan Document which would adversely affect any rights of a Backstop DIP Creditor or its Approved Funds under the Backstop Commitment Provisions, shall, in each case require the written consent of each Backstop DIP Creditor directly and adversely affected thereby; *provided*, *further*, that the Company shall be solely responsible for ensuring compliance with the foregoing restrictions and the Administrative Agent and Collateral Agent shall be entitled to conclusively assume that any amendment presented to it for execution complies with the foregoing requirements and shall incur no liability for executing any amendment in reliance upon such conclusive assumption;

(xvi) extend the grace period applicable to Defaults described in Section 8.01(a) without the written consent of each affected DIP Creditor;

(xvii) modify the restriction in Section 9.09 regarding the prohibition on Secured Parties credit bidding independently without the written consent of each affected DIP Creditor;

(xviii) amend or modify the Superpriority Claim status of the DIP Creditors under the Orders or any Loan Document without the written consent of each DIP Creditor; and

(xix) amend, waive, discharge or modify any condition under Section 4.02 without the consent of each DIP Creditor with a Delayed Draw Term Loan Commitment or Delayed Draw Note Commitment then outstanding;

provided that, notwithstanding the foregoing, this Agreement may be amended to make any change that by its terms only affects the rights and duties of DIP Creditors holding Loans, Notes or Commitments of a particular Class (and not DIP Creditors holding Loans, Notes or Commitments of any other Class) with the consent of the DIP Creditors holding the relevant Loans, Notes or Commitments voting as if such Class were the only Class hereunder.

Notwithstanding anything herein to the contrary, (I) no Defaulting DIP Creditor shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except to the extent the consent of such DIP Creditor would be required under clause (i), (ii) or (iii) in the proviso to the first sentence of this Section 10.02(b) and, but only to the extent that any such matter disproportionately affects such Defaulting DIP Creditor, clauses (iv) or (v) of such proviso and (II) this Agreement and any other Loan Document may be amended, modified or supplemented solely with the consent of the Administrative Agent (and the Collateral Agent, solely in the case of any Security Document to which the Collateral Agent is bound) and the Company, each in their sole discretion, without the need to obtain the consent of any other DIP Creditor, if such amendment, modification or supplement is delivered in order to cure ambiguities, defects, errors, mistakes, omissions in this Agreement or the applicable Loan Document or make Conforming Changes (*provided* that any such amendment shall not become effective unless the DIP Creditors have received at least five (5) Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the DIP Creditors, a written notice from the Required DIP Creditors stating that the Required DIP Creditors object to such amendment).

Any waiver, amendment, supplement or modification in accordance with this Section 10.02 shall apply equally to each of the affected DIP Creditors and shall be binding upon Holdings, the Company, such DIP Creditors, the Administrative Agent, the Collateral Agent and all future holders of the affected Loans or Notes. In the case of any such waiver, Holdings, the Company, the DIP Creditors, the Administrative Agent and the Collateral Agent shall be restored to their former positions and rights hereunder and under the other Loan Documents, and any Default or Event of Default so waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the Administrative Agent may, but shall have no obligation to, with the concurrence of any DIP Creditor, execute amendments, modifications, waivers or consents on behalf of such DIP Creditor.

In connection with any amendment, supplement, waiver or modification that requires the Required DIP Creditors pursuant to clause (a) of the definition thereof, the Administrative Agent and the Collateral Agent may rely on a written notice from the Company which certifies that that the requisite percentage of DIP Creditors have been obtained with respect to such amendment, supplement, waiver or modification.

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, the Collateral Agent's execution of, or consent to, any amendment, supplement, waiver or modification to this Agreement or any other Loan Document shall be subject to the applicable requirements of the Security Documents to which the Collateral Agent is a party and the Orders and the Collateral Agent's receipt of all deliverables to which the Collateral Agent is entitled pursuant to the terms thereof, upon which deliverables the Collateral Agent shall be entitled to conclusively rely without independent inquiry or investigation.

The Fronting DIP Creditor hereby agrees that notwithstanding anything to the contrary herein or in any other Loan Document, the Fronting DIP Creditor will not exercise any voting rights under Section 10.02(b) in respect of the Commitments or the Term Loans or Notes that it holds as a fronting lender on behalf of any Person hereunder and such Person shall have the right to exercise any voting rights under Section 10.02(b) in respect of such Commitments or such Term Loans or Notes on its own behalf.

(c) Collateral.

(i) [Reserved].

(ii) [Reserved].

(iii) Subject to the last sentence of this clause (iii), the DIP Creditors hereby irrevocably agree that the Liens granted to the Collateral Agent by the Credit Parties on any Collateral shall be automatically released (i) in full, upon the occurrence of the Termination Date (ii) upon the sale or other disposition (including, without limitation, through any Investment permitted pursuant to ***Section*** 6.03, Dividend permitted pursuant to ***0***, disposition permitted pursuant to ***Section*** 6.05 or transaction permitted pursuant to ***Section*** 6.04, as applicable) of such Collateral (including as part of or in connection with any other sale or other disposition permitted hereunder) to any Person other than another Credit Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided by any Credit Party upon its reasonable request without further inquiry), (iii) to the extent such Collateral is comprised of property leased to a Credit Party, upon termination or expiration of such lease, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required DIP Creditors (or such other percentage of the DIP Creditors whose consent may be required in accordance with this ***Section*** 10.02), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the applicable Guarantee (in accordance with the second following sentence), (vi) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Security Documents, or (vii) if such assets constitute Excluded Property. Any such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Credit Parties in respect of) all interests retained by the Credit Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents. Additionally, the DIP Creditors hereby irrevocably agree that any Restricted Subsidiary that is a Guarantor shall be released from the Guarantees upon consummation of any transaction not prohibited by this Agreement resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary or upon becoming an Excluded Subsidiary (and Liens on any former Collateral of such Excluded Subsidiary shall be automatically released in connection therewith) (including, without limitation, through any Investment permitted pursuant to ***Section*** 6.03, Dividend permitted pursuant to ***0***, disposition permitted pursuant to ***Section*** 6.05 or transaction permitted pursuant to ***Section*** 6.04, as applicable). The DIP Creditors hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to, and the Administrative Agent and Collateral Agent agree to, subject to Section 9.10, execute and deliver any instruments, documents and agreements reasonably requested by the Company to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any DIP Creditor and without any representation or warranty of any such Agent. Notwithstanding the foregoing, no Credit Party will be released solely as a result of ceasing to be wholly-owned unless (v) no Default or Event of Default is continuing or would result therefrom, (w) at the time such Credit Party ceases to be wholly-owned, the purpose of such transaction was not to evade the Guarantees, (x) the transaction by which such Credit Party ceases to be wholly-owned was consummated on an arms' length basis with a non-Affiliate, (y) after giving effect to the transaction, the Credit Party being released from its Guarantees is no longer a direct or indirect Restricted Subsidiary of the Company and (z) sufficient Investment capacity under Section 6.03 exists after giving effect to such release.

(d) [Reserved].

(e) [Reserved].

(f) Non-Consenting DIP Creditors. The Company may, at its sole expense and effort, upon notice to a Non-Consenting DIP Creditor and the Administrative Agent, require such DIP Creditor to (i) be paid off in full for all of its Loans and Notes and, in each case, interest due related thereto and relinquish all rights it has under the Loan Documents (including any amounts pursuant to Section 2.05, as applicable), (ii) assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section** 10.04), all of its interests, rights (other than its existing rights to payments pursuant to **Section** 2.12, **Section** 2.15 and **Section** 2.16) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another DIP Creditor, if a DIP Creditor accepts such assignment)); *provided* that in the case of this clause (ii), (A) the Company shall have paid to the Administrative Agent (unless waived by the Administrative Agent) the assignment fee (if any) specified in **Section** 10.04(b) and (B) such DIP Creditor shall have received payment of an amount equal to the outstanding principal of its Loans and Notes, in each case, accrued interest thereon, accrued fees and all other amounts payable (including any amounts pursuant to Section 2.05, as applicable) to it hereunder in connection with any prepayment of its Loans and Notes and under the other Loan Documents from the assignee or the Company, (iii) such assignment does not conflict with applicable Requirements of Law and (iv) the applicable assignee shall have consented to the applicable amendment, waiver or consent. A DIP Creditor shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such DIP Creditor or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

(g) [Reserved].

Section 10.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Company shall pay, promptly following written demand therefor: (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent, each DIP Creditor and any of their respective Affiliates and any agent, sub-agent, attorney-in-fact or other representative appointed by the Administrative Agent, the Collateral Agent and/or DIP Creditors (including the reasonable and documented out-of-pocket fees, charges and disbursements of (A) the Ad Hoc Group Advisors, plus (B) one counsel and one financial advisor to the Administrative Agent and their respective Affiliates, taken as a whole, plus (C) one counsel to the Collateral Agent and its Affiliates, taken as a whole (plus additional counsel desirable due to actual or reasonably perceived conflicts of interest among such parties referenced in the foregoing clauses (A), (B) and (C)), plus, if reasonably necessary, the reasonable fees, charges and disbursements of one local counsel per appropriate jurisdiction for the applicable parties or groups in the foregoing clauses (A), (B) and (C) (which may include a single special counsel acting in multiple jurisdictions plus additional counsel desirable due to actual or reasonably perceived conflicts of interest among such parties) in connection with the due diligence investigation and the syndication of the credit facilities provided for herein (including the obtaining and maintaining of CUSIP numbers for the Loans and/or Notes), the preparation, negotiation, execution, delivery, filing and administration of this Agreement including any expenses incurred as a result of trades not permitted by **Section** 10.04 and the other Loan Documents and any amendment, supplement, amendment and restatement, modification or waiver of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), including in connection with any post-closing obligations and post-closing searches to confirm that security filings and recordations have been properly made, (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent, each DIP Creditor and any of their respective Affiliates (including the reasonable and documented out-of-pocket fees, charges and disbursements of (A) the Ad Hoc Group Advisors, plus (B) one counsel and one financial advisor to the Administrative Agent and their respective Affiliates, taken as a whole, plus (C) one counsel to the Collateral Agent and its Affiliates, taken as a whole (plus additional counsel desirable due to actual or reasonably perceived conflicts of interest among such parties referenced in the foregoing

clauses (A), (B) and (C)), plus, if reasonably necessary, the reasonable fees, charges and disbursements of one local counsel per appropriate jurisdiction for the applicable parties or groups in the foregoing clauses (A), (B) and (C) (which may include a single special counsel acting in multiple jurisdictions plus additional counsel desirable due to actual or reasonably perceived conflicts of interest among such parties) and, upon the Company's prior written consent (not to be unreasonably withheld or delayed), other counsel to and consultants for the Administrative Agent, the Collateral Agent, or any DIP Creditor), in connection with the enforcement, attempted enforcement or preservation of any rights or remedies (A) in connection with this Agreement and the other Loan Documents, including its rights under this **Section** 10.03, whether in any action, suit or proceeding (including any bankruptcy or insolvency proceeding) or otherwise, or (B) in connection with the Loans made and Notes purchased hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans and Notes whether in any insolvency or bankruptcy proceeding or otherwise and whether or not consummated, and (iv) all Other Taxes, as provided in **Section** 2.15.

(b) Indemnification by the Company. The Company and each Guarantor shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent (and any sub-agent thereof), each DIP Creditor 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 and direct losses (other than lost profits), claims, damages, liabilities and related reasonable and documented out-of-pocket expenses (including the reasonable and documented out-of-pocket fees and reasonable out-of-pocket expenses of (A) in the case of any Indemnitee that is a member of the Ad Hoc Group or a Related Party of a member of the Ad Hoc Group, or any Ad Hoc Group Advisor that is counsel to the Ad Hoc Group or a DIP Creditor, the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel (and one local or special counsel, as reasonably required) to such Person, plus (B) in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties, the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to such parties, plus (C) in the case of the Collateral Agent (and any sub-agent thereof) and its Related Parties, the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to such parties and plus (D) in the case of any other Indemnitee, the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all such other Indemnitees taken as a whole (plus additional counsel desirable due to actual or reasonably perceived conflicts of interest among such parties referenced in the foregoing clauses (A), (B), (C) and (D)), plus, if reasonably necessary, the reasonable and documented out-of-pocket fees and expenses of one local counsel per appropriate jurisdiction for all Indemnitees (other than the Agents (and any sub-agent thereof) and its Related Parties) plus the reasonable fees, charges and disbursements of one local counsel per appropriate jurisdiction for the Agents (and any sub-agent thereof) and its Related Parties (plus, in each case, additional counsel desirable due to actual or reasonably perceived conflicts of interest among such parties) and, upon the Company's prior written consent (not to be unreasonably withheld or delayed), consultants) (but excluding allocated costs of in-house counsel) incurred by any Indemnitee or asserted against any Indemnitee by any party hereto or any third party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document, or any amendment, amendment and restatement, modification or waiver of the provisions hereof or thereof, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby (including the syndication of the DIP Facility or any transaction financed or to be financed, in whole or in part, directly or indirectly with the proceeds of any Loan or Note), (ii) any Loan or Note or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release or threatened Release of Hazardous Materials on, at, under or from any Real Property or facility now, or hereafter owned, leased or operated by any Credit Party or any of their respective Subsidiaries, or any Environmental Claim or liability under any Environmental Law related in any way to any Credit Party or any of their respective Subsidiaries, (iv) the Chapter 11 Cases, the monitoring and administration thereof, the negotiation and implementation of an Acceptable Plan of

Reorganization and any other matter, motion or order, bearing on the validity, priority and/or repayment of the Obligations in accordance with the terms hereof, including the reasonable, documented and invoiced fees, charges and disbursements of the Ad Hoc Group Advisors and counsel to the Agents or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any other Credit Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (v) arise out of actions taken or omissions to act by such Indemnitee in its capacity as a co-investor in Holdings and its Restricted Subsidiaries, (w) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee or (to the extent involved in or aware of the Transactions) any of its Controlling Persons, Controlled Affiliates or any of the officers, directors, employees, partners or agents, advisors or representatives, of any of the foregoing, (x) in the case of all Indemnitees other than the Agents and their Related Parties, result from a claim brought by the Company or any other Credit Party against such Indemnitee for the bad faith of such Indemnitee or for material breach of such Indemnitee's obligations hereunder or under any other Loan Document (by such Indemnitee or its Controlling Persons or Controlled Affiliates), if the Company or such other Credit Party has obtained a final non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction, (y) arises from disputes arising solely among Indemnitees that do not involve an Agent or DIP Creditor acting in its capacity as such or any act or omission by any Group Member or its Affiliates and are unrelated to any dispute involving, or any claim by, an Agent, any DIP Creditor or Secured Party against any Group Member or its Affiliates, or (z) are payable as a result of a settlement agreement related to the foregoing effected without the written consent of the Company (which consent shall not to be unreasonably withheld or delayed) (in the case of this clause (z), for the avoidance of doubt, if settled with the Company's written consent, or if there is a final judgment against an Indemnitee in any proceeding, the Company shall indemnify and hold harmless each Indemnitee to the extent and in the manner set forth above); *provided*, *however*, that such Indemnitee shall promptly refund any amount paid to such Indemnitee for fees, expenses, damages, indemnification or contribution, in each case, pursuant to this **Section** 10.03(b) to the extent that there is a final, non-appealable judicial determination that such Indemnitee was not entitled to the payment of such amounts pursuant to the express terms of this **Section** 10.03. For the avoidance of doubt, this **Section** 10.03(b) shall not apply to Taxes other than Taxes that represent losses, claims, damages, liabilities, etc. arising from any non-Tax claim.

(c) Reimbursement by DIP Creditors. To the extent that the Company for any reason fails to pay any amount required under clause **(**a) or **(**b) of this **Section** 10.03 to be paid by it to the Administrative Agent (or any sub-agent thereof), the Collateral Agent (or any sub-agent thereof), or any Related Party of any of the foregoing, each DIP Creditor severally agrees to pay (whether or not any such amount arises, in whole or in part, out of the comparative, contributory or sole negligence of the Administrative Agent (or any such sub-agent), the Collateral Agent (or any such sub-agent thereof), or such Related Party) to the Administrative Agent, the Collateral Agent, or such Related Party, as the case may be, such DIP Creditor's *pro rata* share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought or, if indemnification is sought after the date upon which all Commitments shall have terminated and the Loans and Notes shall have been paid in full, ratably in accordance with such outstanding Loans, Notes and Commitments as in effect immediately prior to such date) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent (or any sub-agent thereof) or any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent (or any sub-agent thereof) in connection with such capacity The obligations of the DIP Creditors under this clause (c) are subject to the provisions of Section 2.13(b).

For purposes hereof, a DIP Creditor's "*pro rata* share" shall be determined based upon its share of the sum of the total outstanding Term Loans, Notes and unused Commitments at the time.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Requirements of Law, no party shall assert, and each party hereby waives, any claim against any other party hereto or any of its Related Parties on any theory of liability, for special, indirect, special, exemplary, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Note or the use of the proceeds thereof (in each case, other than, in the case of any Credit Party, in respect of any such damages incurred or paid by an Indemnitee to a third party and otherwise required to be indemnified by a Credit Party under this **Section** 10.03). No party hereto nor any of its Related Parties shall be liable for any damages (other than those damages resulting from gross negligence or willful misconduct of such Person, as determined by a court of competent jurisdiction by final and nonappealable judgment) arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than 30 Business Days after written demand (including detailed invoices) therefor.

Section 10.04 Successors and Assigns.

(a) Successors and Assigns Generally. 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 the Company may not assign or otherwise transfer any of its rights or obligations hereunder (other than in connection with a transaction permitted by **Section** 6.04 and Section 9.18) without the prior written consent of the Administrative Agent and each DIP Creditor (and any other attempted assignment or transfer by the Company shall be null and void), and no DIP Creditor may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of clause (b) of this **Section** 10.04, **Section** 2.16(b) or **Section** 10.02(f), (ii) by way of participation in accordance with the provisions of clause (d) of this **Section** 10.04, (iii) by way of pledge or assignment of a security interest in accordance with clause (f) of this **Section** 10.04 or (iv) to a transferee of Notes in accordance with Section 9.19 (in addition to this Section 10.04). Nothing in this Agreement or any other Loan Document, 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 clause (d) of this Section and, to the extent expressly contemplated hereby, the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement or any other Loan Document. Each Credit Party hereby expressly accepts and confirms, for the purposes of article 1278 and article 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under, and made in accordance with, the provisions of this Agreement, any Guarantee or Security Agreement Collateral provided pursuant to a Loan Document, to which a Credit Party is a party, shall be preserved, for the purposes of Luxembourg law, for the benefit of any new Secured Party.

(b) Assignments by DIP Creditors. Any DIP Creditor may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans and Notes at the time owing to it), subject to, except in the case of an assignment to a DIP Creditor, an Affiliate of a DIP Creditor or an Approved Fund with respect to a DIP Creditor (in each case, other than a Disqualified Institution) (other than a Disqualified Institution), the prior written consent of (i) the Administrative Agent and (ii) so long as (other than in the case of a proposed assignment to a Disqualified Institution) no Event of Default shall have occurred and be

continuing, the Company (each such consent not to be unreasonably withheld or delayed; the request for such consent to be delivered both to the Company and the Sponsor; and the Company's consent to any such assignment to be deemed to have been given if (except in the case of a proposed assignment to a Disqualified Institution) the Company has not responded within ten (10) Business Days of a written request for such consent); *provided* that:

(i) except in the case of any assignment (a) of the entire remaining amount of the assigning DIP Creditor's Commitment and/or the Loans and Notes at the time owing to it, (b) the Fronting DIP Creditor Assignments or (c) to a DIP Creditor or an Affiliate of a DIP Creditor or an Approved Fund with respect to a DIP Creditor, the aggregate amount of the Commitment (which for this purpose includes Loans and Notes outstanding thereunder) or, if the applicable Commitment is not then in effect, the outstanding principal balance of the Loans and/or Notes of the assigning DIP Creditor 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) shall not be less than $1,000,000, in the case of any assignment in respect of Term Loans, Notes and/or Commitments, and, in each case $1,000,000 increments thereof, or if less, all of such DIP Creditor's remaining Loans, Notes and/or Commitments of the applicable Class (*provided* that contemporaneous assignments to or by two or more affiliated Approved Funds shall be aggregated for purposes of meeting such minimum transfer amount), unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Company otherwise consents (each such consent not to be unreasonably withheld or delayed, and which consent shall be deemed to have been given by the Company if the Company shall not have responded within ten (10) Business Days of a written request for such consent);

(ii) except in the case of the Fronting DIP Creditor Assignments, each partial assignment shall be made as an assignment of a proportionate part of all of the assigning DIP Creditor's rights and obligations under this Agreement with respect to the Loan, the Note or the Commitment assigned, except that this clause (ii) shall not prohibit any DIP Creditor from assigning all or a portion of its rights and obligations among separate tranches on a non-*pro rata* basis;

(iii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with (other than in the case of an assignment to an Affiliate of the assigning DIP Creditor) a processing and recordation fee of $3,500 (which fee may be waived or reduced by the Administrative Agent in its discretion), and the Eligible Assignee, if it shall not be a DIP Creditor, shall deliver to the Administrative Agent an Administrative Questionnaire, its applicable tax forms, and all other know-your-customer documentation reasonably requested by the Administrative Agent; *provided* that, there will be no such processing fee for any Fronting DIP Creditor Assignments in connection with the primary syndication of the New Money Term Loans, New Money Notes, Delayed Draw Term Loan Commitments and Delayed Draw Note Commitments following the Closing Date;

(iv) no assignment shall be made to a Disqualified Institution without the Company's prior consent in writing (which consent may be withheld in its sole discretion), and upon an inquiry by any DIP Creditor to the Administrative Agent as to whether a specific potential assignee or prospective participant is a Disqualified Institution, the Administrative Agent shall be permitted to disclose to such inquiring DIP Creditor whether such specific potential assignee or prospective participant is on the list of Disqualified Institutions; *provided* that the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions and shall not be obligated to ascertain, monitor or inquire as to whether any DIP Creditor or Participant

or prospective DIP Creditor or Participant is a Disqualified Institution or have any liability with respect to or arising out of any assignment or participation to or disclosure of confidential information to, a Disqualified Institution;

(v) notwithstanding anything to the contrary in this Section 10.07(b), (w) the Fronting DIP Creditor, solely in its capacity as Fronting DIP Creditor, shall at any time be permitted to assign its New Money Term Loans and/or Delayed Draw Term Loans pursuant to the Fronting Arrangement without consent of any other party hereto, but subject to a completed and executed Assignment and Assumption which is countersigned by the Administrative Agent or pursuant to procedures and other documentation reasonably determined by the Fronting DIP Creditor and/or the Administrative Agent (the assignments and exchanges described in this clause (y) and in the definition of Fronting Arrangement, the "**Fronting DIP Creditor Assignments**");

(vi) Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes may not be assigned prior to (A) the termination of all Commitments and (B) the effectiveness of any amendment, supplement or other modification to this Agreement (including any Schedule to this Agreement and/or the creation and delivery of new Schedules to this Agreement) that the Administrative Agent deems reasonably necessary in order for the Administrative Agent to administer this Agreement (including this clause (iv)); *provided* that, upon the occurrence of the conditions set forth in both of clauses (A) and (B), Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes may be assigned at any time thereafter in accordance with the other provisions of this Section 10.04 as if such Contingent Rolled-Up Term Loans and Contingent Rolled-Up Notes were Loans and Notes, respectively; and

(vii) No assignment shall be effective unless such Eligible Assignee signs a "Joinder" (as such term is defined in the RSA) to the RSA and agrees to be bound by the terms of the RSA;

(viii) [reserved].

Subject to the recording thereof by the Administrative Agent pursuant to clause (c) of this Section 10.04 or Section 9.19, from and after the date such recordation in the DIP Term Loan Creditor Register or DIP Notes Creditor Register is made, as applicable, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a DIP Creditor under this Agreement (including, for the avoidance of doubt, any rights and obligations pursuant to Section 2.15), and the assigning DIP Creditor 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 DIP Creditor's rights and obligations under this Agreement, such DIP Creditor shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.12, 2.13, 2.15, and 10.03 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a DIP Creditor of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such DIP Creditor of a participation in such rights and obligations in accordance with clause (d) of this Section 10.04.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Company (and such agency being solely for tax purposes), shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the DIP Creditors, and the Commitments of, and principal and stated interest amounts of the Loans owing to, each DIP Creditor pursuant to the terms hereof from time to time (the "**DIP Term Loan Creditor Register**"). The entries in

the DIP Term Loan Creditor Register shall be presumptively correct absent manifest error, and the Company, the Agents and the DIP Creditors shall treat each person whose name is recorded in the DIP Term Loan Creditor Register pursuant to the terms hereof as a DIP Creditor hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. No assignment of Loans shall be effective unless recorded in the DIP Term Loan Creditor Register. The DIP Term Loan Creditor Register is intended to cause each Loan and other obligation hereunder to be in registered form within the meaning of Section 5f.103-1(c) and Proposed Section 1.163-5(b) of the United States Treasury Regulations and within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code. The DIP Term Loan Creditor Register shall be available for inspection by the Company, the Collateral Agent and any DIP Creditor (with respect to its own interests), at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations.

(i) Any DIP Creditor may at any time, without the consent of, or notice to, the Company or the Administrative Agent, sell participations to any person (other than a natural person, Holdings, the Company or any of their Subsidiaries or any of its Affiliates or any Disqualified Institutions) (each, a "**Participant**") in all or a portion of such DIP Creditor's rights and/or obligations under this Agreement (including all or a portion of its Commitment, the Loans and/or the Notes owing to it); *provided* that (A) such DIP Creditor's obligations under this Agreement shall remain unchanged, (B) such DIP Creditor shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Company, the Agents and the DIP Creditors shall continue to deal solely and directly with such DIP Creditor in connection with such DIP Creditor's rights and obligations under this Agreement.

(ii) Any agreement or instrument pursuant to which a DIP Creditor sells such a participation shall provide that such DIP Creditor shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; *provided* that such agreement or instrument may provide that such DIP Creditor will not, without the consent of the Participant, agree to any amendment, modification or waiver with regard to amendments, modifications or waivers described in clauses (i)-(v) of the first proviso in ***Section*** 10.02(b), in each case, that directly affects such Participant. Subject to clause **Error! Reference source not found.** of this Section, the Company agrees that each Participant shall (subject to clause **Error! Reference source not found.** below) be entitled to the benefits of and subject to the obligations and requirements of Sections ***2.12*** and ***2.15*** (*provided* that any documentation required to be provided by a Participant pursuant to ***Section*** 2.15(e) shall be provided to the participating DIP Creditor and, if Additional Amounts are required to be paid pursuant to Section 2.15 to the Company and the Administrative Agent), and the definition of Excluded Taxes shall apply to the same extent as if it were a DIP Creditor and had acquired its interest by assignment pursuant to clause (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of ***Section*** 10.08 as though it were a DIP Creditor; *provided* that such Participant shall be subject to Section 2.14 as though it were a DIP Creditor. Notwithstanding anything to the contrary, no DIP Creditor shall enter into any agreement with any Participant that will permit such Participant to influence or control the voting rights of such DIP Creditor except with regard to amendments, modifications and waivers described in clauses (i)-(v) of the first proviso in ***Section*** 10.02(b), in each case, that directly affects such Participant.

(iii) Each DIP Creditor that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Company (and such agency being solely for tax purposes), maintain a register on which it enters the name and address of each Participant and the principal and stated interest amounts of each participant's interest in the Loans or Notes or other obligations under this Agreement (a "**Participant Register**"); *provided* that no DIP Creditor shall have any

obligation to disclose all or any portion of a Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or other obligations under any Loan Document) to any Person except to the extent such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) and Proposed Section 1.163-5(b) of the United States Treasury Regulations and within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and to confirm a Participant is not a Disqualified Institution. The entries in a Participant Register shall be presumptively correct absent manifest error, and such DIP Creditor shall treat each person whose name is recorded in a Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(iv) Any such participation that does not comply with this Section shall be void *ab initio* and, promptly following such DIP Creditor becoming aware that any such participation has been made in breach of this Section, the Participant Register shall be modified by it to reverse such participation and shall be disclosed to the Company and the Administrative Agent.

(v) The Administrative Agent shall have no responsibility (in its capacity as Administrative Agent) for (i) maintaining a Participant Register and (ii) any DIP Creditor's compliance with this ***Section*** 10.04, including any sale of participations to a Disqualified Institution in violation hereof by any DIP Creditor.

(e) Limitations on Participant Rights. A Participant shall not be entitled to receive any greater payment under Sections **2.12**, 2.13 or **2.15** than the applicable DIP Creditor would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Company's prior written consent or except to the extent the right to greater payment results from a Change in Law after the Participant becomes a Participant.

(f) Certain Pledges. Any DIP Creditor may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such DIP Creditor without restriction, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank; *provided* that no such pledge or assignment shall release such DIP Creditor from any of its obligations hereunder or substitute any such pledgee or assignee for such DIP Creditor as a party hereto. In the case of any DIP Creditor that is a fund that invests in bank loans or similar extensions of credit, such DIP Creditor may, without the consent of the Company or the Administrative Agent or any other Person, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Notes, Loans and Promissory Notes or any other instrument evidencing its rights as a DIP Creditor under this Agreement, to any holder of, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities; *provided* that no such pledge or assignment shall release such DIP Creditor from any of its obligations hereunder or substitute any such pledgee or assignee for such DIP Creditor as a party hereto.

(g) Disqualified Institutions. Notwithstanding anything to the contrary herein, if any Loans or Notes are assigned or any participations are purchased or otherwise acquired, without the Company's consent (in violation of **Section** 10.04(b) or **(**d)), to any Disqualified Institution, then: (i) the Company may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (x) terminate any commitment of such Disqualified Institution and repay any applicable outstanding Loans and/or Notes (in the case of Term Loans or Notes, at a price equal to the least of (A) par, (B) the amount that the applicable Disqualified Institution paid to acquire such Loans or Notes and (C) the most recent trading price for such Term Loans or Notes, as applicable), plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder, but, notwithstanding anything to the contrary, without premium, penalty, prepayment fee, breakage or accrued

interest, and/or (y) require such Disqualified Institution to assign its rights and obligations to one or more Eligible Assignees at the price indicated in the immediately preceding clause (x), plus accrued fees and all other amounts (other than principal amounts) payable to it hereunder, but, notwithstanding anything to the contrary, without premium, penalty, prepayment fee, accrued interest or breakage (which assignment shall not be subject to the processing and recordation fee described in **Section** 10.04(b)(iii)), (ii) no such Disqualified Institution shall (x) receive any information or reporting provided by the Company, the Administrative Agent or any other DIP Creditor, (y) attend or participate in meetings attended by the DIP Creditors and the Administrative Agent or (z) access any electronic site established for the DIP Creditors or confidential communications from counsel to or financial advisors of the Administrative Agent or the DIP Creditors, (iii) for purposes of voting, any Loans, Notes, Commitments or participations held by such Disqualified Institution shall be deemed not to be outstanding and such Disqualified Institution shall have no voting or consent rights with respect to "Required DIP Creditors", "Required DIP Creditors" or Class votes or consents, in each case notwithstanding **Section** 10.02(b), (iv) for purposes of any matter requiring the vote or consent of each DIP Creditor affected by any amendment or waiver, such Disqualified Institution shall be deemed to have voted or consented to approve such amendment or waiver if a majority of the affected Class so approves and (v) such Disqualified Institution shall not be entitled to any expense reimbursement or indemnification rights ordinarily afforded to DIP Creditors or Participants hereunder or in any Loan Document and such Disqualified Institution shall be treated in all other respects as a Defaulting DIP Creditor.

Section 10.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Credit 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 and purchase of any Notes, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agents or any DIP Creditor may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or Note or any fee or any other amount payable under this Agreement (other than contingent indemnification obligations, unasserted expense reimbursement obligations) is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.12, 2.14, 2.15 and Article X (other than Section 10.12) shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans and Notes and the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof or the resignation or removal of an Agent.

Section 10.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Agents, 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 the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.07 Severability. Any provision of this Agreement 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 hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, and subject to the Orders, each DIP Creditor and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Requirements of Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time due and owing by such DIP Creditor or any such Affiliate to or for the credit or the account of the Company or any other Credit Party (but excluding amounts held in payroll, employee benefits, tax and other fiduciary or trust accounts) against any and all of the obligations of the Company or such Credit Party now or hereafter existing, due or owing under this Agreement or any other Loan Document to such DIP Creditor, irrespective of whether or not such DIP Creditor shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Company or such Credit Party may be due and owing to a branch or office of such DIP Creditor different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each DIP Creditor and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such DIP Creditor or their respective Affiliates may have. Each DIP Creditor agrees to notify the Company and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York and to the extent applicable, the Bankruptcy Code.

(b) Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court and, if the Bankruptcy Court does not have or abstains from jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan in the State of New York and of the United States District Court of the Southern District of New York sitting in the Borough of Manhattan in the State of New York, and any appellate court from any thereof, in any action or proceeding (whether in contract, tort, or otherwise and whether at law or in equity) arising out of or relating to any Loan Document (except if specified otherwise therein), or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Bankruptcy Court, New York State court or, to the fullest extent permitted by applicable Requirements of Law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Collateral Agent or any DIP Creditor may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Credit Party or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law, 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 **Section** 10.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than telecopier) in **Section** 10.01. Nothing in this Agreement or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law.

Section 10.10 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). 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 10.11 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 10.12 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the DIP Creditors agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (in each case, other than to a Disqualified Institution) (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, managed funds, managed accounts, financing sources, agents, advisors, numbering, administration and settlement services provider and other representatives (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority or regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners) and filings, submissions and any other similar documentation necessary to comply with SEC filing requirements, (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, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, but only to the extent required in connection with such exercise or enforcement, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.12, to (i) any assignee of or Participant in, or any prospective assignee of or Participant (except, in each case, for the avoidance of doubt, for any Disqualified Institution) in, any of its rights or obligations under this Agreement and in connection with any pledge or assignment made pursuant to Section 10.04(f), (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Company and its obligations or (iii) any rating agency for the purpose of obtaining a credit rating applicable to any Credit Party or to the credit facilities hereunder, (g) with the prior consent of the Company (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any DIP Creditor or any of their respective Affiliates on a nonconfidential basis from a source other than the Company, (i) to the CUSIP Service Bureau and similar agencies or (j) to the Bankruptcy Court in connection with the approval of the Transactions contemplated hereby or the Chapter 11 Cases, generally; *provided* that with respect to clauses (b) and (c)

above, if the Administrative Agent or any DIP Creditor receives a subpoena, interrogatory or other request (verbal or otherwise) for any Information, or believes that it is legally required to disclose any of the Information to a third party, it shall, in advance of such disclosure, to the extent legally permissible and unless such disclosure is made to regulatory or self-regulatory authorities in the course of routine audits and reviews, promptly provide to the Company written notice of any such request or requirement so that the Company or the applicable Credit Party (or Subsidiary thereof) may seek a protective order or other remedy. In addition, the Administrative Agent and the DIP Creditors may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Agents or any DIP Creditor in connection with the administration of this Agreement, the other Loan Documents, and the Commitments. For purposes of this Section, "**Information**" means all information received from or on behalf of Holdings or any of its Subsidiaries relating to Holdings or any of its Subsidiaries or any of their respective businesses. Except with respect to disclosing any Information to any Disqualified Institution, any person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Information as such person would accord to its own confidential information.

Section 10.13 USA PATRIOT Act Notice and Beneficial Ownership Regulation Notice. Each DIP Creditor that is subject to the Patriot Act and/or the Beneficial Ownership Regulation and the Administrative Agent (for itself and not on behalf of any DIP Creditor) hereby notifies the Company that pursuant to the requirements of the Patriot Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of the Credit Parties and other information that will allow such DIP Creditor or the Administrative Agent, as applicable, to identify the Credit Parties in accordance with the Patriot Act and the Beneficial Ownership Regulation. The Company shall, promptly following a request by the Administrative Agent or any DIP Creditor, provide all documentation and other information that the Administrative Agent or such DIP Creditor requests that is required in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation.

Section 10.14 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or Note, together with all fees, charges and other amounts which are treated as interest on such Loan or Note under applicable Requirements of Law (collectively, the "**Rate Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the DIP Creditor holding such Loan or Note in accordance with applicable Requirements of Law, the rate of interest payable in respect of such Loan or Note hereunder, together with all Rate Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Rate Charges that would have been payable in respect of such Loan or Note but were not payable as a result of the operation of this Section shall be cumulated and the interest and Rate Charges payable to such DIP Creditor in respect of other Loans or Notes or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such DIP Creditor.

Section 10.15 Interest Act (Canada). For the purposes of the *Interest Act* (Canada), (a) whenever a rate of interest or fee rate hereunder is calculated on the basis of a year (the "deemed year") that contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest or fee rate shall be expressed as a yearly rate by multiplying such rate of interest or fee rate by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year, (b) the principle of deemed reinvestment of interest shall not apply to any interest calculation

hereunder and (c) the rates of interest stipulated herein are intended to be nominal rates and not effective rates or yields.

Section 10.16 Obligations Absolute. To the fullest extent permitted by applicable Requirements of Law, all obligations of the Credit Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Credit Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Credit Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;

(e) any exercise or non-exercise, or any waiver, of any right, remedy, power or privilege under or in respect hereof or any Loan Document; or

(f) any other circumstances that might otherwise constitute a defense (other than the indefeasible payment in full of the Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations) available to, or a discharge of, the Credit Parties.

Section 10.17 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Company and each other Credit Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i)(A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the DIP Creditors are arm's-length commercial transactions between the Company, each other Credit Party and their respective Affiliates, on the one hand, and the Administrative Agent and the DIP Creditors, on the other hand, (B) each of the Company and the other Credit Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Company and each other Credit Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii)(A) the Administrative Agent and each DIP Creditor is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Company, any other Credit Party or any of their respective Affiliates, or any other Person, and (B) neither any Agent nor any DIP Creditor has any obligation to the Company, any other Credit Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the DIP Creditors and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, the other Credit Parties and their respective Affiliates, and neither any Agent nor any DIP Creditor has any obligation to disclose any of such interests to the Company, any other Credit Party or any of their respective Affiliates. To the fullest extent permitted by law, the Company and each other Credit Party hereby waives and releases any claims that it may have against any Agent or any DIP Creditor with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.18 [Reserved].

Section 10.19 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. 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 Affected 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 the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all or a portion of such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent 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 the applicable Resolution Authority.

Section 10.20 Electronic Execution of Assignments and Certain Other Documents. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including, without limitation, Assignment and Assumptions, Borrowing Requests, Interest Election Requests, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Requirement of 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; *provided* that, notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

Section 10.21 Currency Indemnity for Judgments. If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the applicable exchange rate as determined by Administrative Agent in accordance with its ordinary policies and procedures prevailing on the Business Day before the day on which judgment is given. In the event that there is a change in such exchange rate prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by the applicable Secured Party of the amount due, the applicable Credit Party shall, on the date of receipt by such Secured Party, pay such additional amounts, if any, or be entitled to receive

reimbursement of such amount, if any, as may be necessary to ensure that the amount received by such Secured Party on such date is the amount in the Judgment Currency which when converted at the exchange rate prevailing on the date of receipt by such Secured Party is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the applicable Secured Party is so able to purchase is less than the amount of the Currency Due originally due to it, the applicable Credit Party shall indemnify and save such Secured Party harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the applicable Secured Party from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

Section 10.22 MIRE Events. In connection with any amendment to this Agreement pursuant to which any increase, extension or renewal of Loans or Notes is contemplated at any time that any Mortgage is in effect (or will be required after giving effect to the relevant transactions), the Company agrees that the effectiveness of any such amendment shall be subject to (a) compliance in all material respects with the requirements set forth in Section 5.04 of this Agreement and (b) delivery to the Collateral Agent for any Mortgaged Property (and any Real Property required to become a Mortgaged Property following the relevant transactions) the deliverables described in Section 5.10(c) not later than a date to be agreed between the Company and the Required DIP Creditors with respect to each such amendment.

Section 10.23 Canadian Anti-Money Laundering Legislation.

(a) Each Credit Party acknowledges that, pursuant to the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "**AML Legislation**"), the Secured Parties may be required to obtain, verify and record information regarding the Credit Parties and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Credit Parties, and the transactions contemplated hereby. Each Credit Party shall use commercially reasonable efforts to provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Secured Party or any prospective assignee or participant of a Secured Party, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

Section 10.24 German Law Considerations.

(a) So long as no Event of Default has occurred and is continuing, the holders of Obligations may not accelerate any obligations, terminate any commitments, seriously demand payment (ernsthaft Einfordern) or take any other action that would require the German Obligors (as defined in the RSA) to file for insolvency under applicable German law.

(b) The parties hereto hereby agree that the Prepetition First Lien Credit Agreement, Prepetition First Lien Indenture and Prepetition Second Lien Indenture and each related Loan Document, First Lien Note Document and Second Lien Note Document (each as applicably defined in the Prepetition First Lien Credit Agreement, Prepetition First Lien Indenture and/or Prepetition Second Lien Indenture) are deemed amended at the direction of the requisite lenders such that the German Obligors (as defined in the RSA) obligations are not accelerated in a manner which requires such German Obligors to file for insolvency under applicable German law.

Section 10.25 Orders Control. To the extent that any representation, warranty, covenant or other provision hereof or in any other Loan Document is inconsistent with any of the Orders, the Interim DIP Order or the Final DIP Order (as applicable) shall control.

[*Signature pages follow*]

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.

HOLDINGS:

ULYSSES PARENT, INC.

By: _____
Name: Laura P. Kohanski
Title: Vice President

COMPANY:

ASP UNIFRAX HOLDINGS, INC.

By: _____
Name: Laura P. Kohanski
Title: Vice President

GUARANTORS:

ALKEGEN SIFAB LLC
ASP UNIFRAX INTERMEDIATE HOLDINGS, INC.
LAUSCHA FIBER INTERNATIONAL CORP.
LYDALL INTERNATIONAL, INC.
LYDALL NORTH AMERICA, LLC
LYDALL PERFORMANCE MATERIALS (US), INC.
LYDALL PERFORMANCE MATERIALS, INC.
LYDALL SEALING SOLUTIONS, INC.
LYDALL, INC.
REFRACTORY SPECIALTIES, INCORPORATED
REX MATERIALS OF KANSAS, LLC
REX MATERIALS OF VIRGINIA, LLC
REX MATERIALS, LLC
RMG HOLDCO, LLC
RMG TECHNOLOGIES, LLC
SOUTHERN FELT COMPANY, INC.
SPECIALTY CERAMICS, INC.
SUSQUEHANNA CAPITAL ACQUISITION CO.
STELLAR CANADA HOLDING COMPANY, LLC
STELLAR MATERIALS HOLDCO, LLC
STELLAR MATERIALS INTERNATIONAL, L.L.C.
STELLAR MATERIALS, LLC
THERMBOND ACQUISITION, INC.
THERMBOND REAL ESTATE HOLDINGS, INC.
TRAILHEAD STELLAR HOLDINGS, INC.
UNIFRAX I LLC
UFX HOLDING I LLC
UFX HOLDING II LLC
UNIFRAX HOLDING LLC
UNIFRAX II LLC
VACUFORM, INC.

By: _____
Name: Laura P. Kohanski
Title: President, Senior Vice President, Vice President or Secretary, as applicable

ALKEGEN HOLDING COMPANY

By: _____
Name: William K. Piotrowski
Title: Senior Vice President

STELLAR CANADA COMPANY

By: _____
Name: Laura P. Kohanski
Title: Director

TEXEL TECHNICAL MATERALS, INC./TEXEL MATERIAUX TECHNIQUES INC.

By: _____
Name: William K. Piotrowski
Title: Director

GUTSCHE HOLDING GMBH

By: _____
Name: William K. Piotrowski
Title: Managing Director (Geschäftsführer)

LAUSCHA FIBER INTERNATIONAL GMBH

By: _____
Name: Ashley Cuthbertson
Title: Managing Director

LYDALL GUTSCHE GMBH & CO. KG

Represented by Lydall Holdings GmbH as its general partner

By: _____
Name: William K. Piotrowski
Title: Managing Director (Geschäftsführer)

LYDALL HOLDINGS GMBH

By: _____
Name: William K. Piotrowski
Title: Managing Director (Geschäftsführer)

UNIFRAX GMBH

By: _____
Name: William K. Piotrowski
Title: Managing Director (Geschäftsführer)

UNIFRAX LUXEMBOURG I SARL

By: _____
Name: Laura P. Kohanski
Title: Manager/Authorised signatory

UNIFRAX LUXEMBOURG II SARL

By: _____
Name: Laura Kohanski
Title: Manager/Authorised signatory

ANDREW INDUSTRIES (HONG KONG) LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

INTERFACE SEALING SOLUTIONS HONG KONG LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

LEASEFORD ENTERPRISES LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

LUYANG UNIFRAX TRADING COMPANY LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX ASIA-PACIFIC HOLDING LIMITED

By: _____
Name: Laura P. Kohanski
Title: Director

ALKEGEN UK HOLDCO II LTD.

By: _____
Name: William K. Piotrowski
Title: Director

IMCO (62000) LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

LYDALL INDUSTRIAL FILTRATION (EMEA) LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

LYDALL INDUSTRIAL FILTRATION TEXTILE MANUFACTURING (EMEA) LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

LYDALL UK LTD

By: _____
Name: William K. Piotrowski
Title: Director

SAFFIL 2011 LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

SAFFIL LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX (DERBY) LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX EMISSION CONTROL EUROPE LTD

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX EUROPE HOLDINGS LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX UK HOLDCO LIMITED

By: _____
Name: William K. Piotrowski
Title: Director

UNIFRAX GERMANY HOLDCO GMBH

By: _____
Name: Tobias Michael Kleditzsch
Title: Managing Director

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent

By:_____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent

By:_____
Name:
Title:

[FUND NAME], as a DIP Creditor

By:_____
Name:
Title:

ANNEX A

Commitments, Fronting Schedule and Rolled-Up Debt Schedule

[See attached]

ANNEX B

[Reserved]

ANNEX C

Performance Milestones

[See attached]