

ENTERED

February 25, 2026

Nathan Ochsner, Clerk

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

In re: AXIP ENERGY SERVICES, LP, <i>et al.</i>, Debtors.¹	§ § § § § §	Case No. 26-90338 (CML) (Chapter 11) (Jointly Administered) (Emergency Hearing Requested)
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INTERIM ORDER

**(I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION FINANCING, (B) GRANT
SENIOR LIENS AND SUPERPRIORITY ADMINISTRATIVE
EXPENSE STATUS, AND (C) UTILIZE CASH COLLATERAL,
(II) GRANTING ADEQUATE PROTECTION TO PREPETITION
SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY,
(IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**DIP Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), 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), 507, and 552(b) 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, 4001-1(b), 4002-1(h), and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), and the Procedures for Complex Chapter 11 Bankruptcy Cases (the “**Complex Case Procedures**”), seeking entry of this interim order (this

¹ The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers are: Axip Energy Services, LP (9220); Axip Energy Services Management, LLC (9986); Axip Holdings, LLC (6302); Axip Leasing Company, LLC (5678); Axip Producer Services - Marcellus I, LLC (3312); Axip Producer Services, LLC (4792); and E3 Compression Holdings LLC (0825). The location of the Debtors’ corporate headquarters is: 1221 McKinney, Suite 3175, Houston, Texas 77010.

² Capitalized terms used but not defined herein shall have the meanings set forth in the DIP Credit Agreement (as defined herein).

“**Interim Order**”) and the Final Order (as defined herein, and together with the Interim Order, the “**DIP Orders**”) as applicable, among other things:

- (i) authorizing Axip Energy Services, LP, (the “**Borrower**”), and each of the other Debtors to obtain postpetition financing (“**DIP Financing**”) pursuant to a senior secured superpriority, priming debtor-in-possession multi-draw term loan credit facility (the “**DIP Facility**”) to be documented pursuant to that certain Debtor-in-Possession Term Loan Credit Agreement, attached hereto in substantially final form as **Schedule 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with this Interim Order, the “**DIP Credit Agreement**”), consisting of new money term loans in an aggregate principal amount of approximately \$25,514,587 (the commitments in respect thereof, the “**New Money DIP Commitments**”), of which, approximately \$13,040,959 will be available upon entry of this Interim Order (the “**Interim New Money DIP Loans**”), subject to the draw requirements set forth in the DIP Credit Agreement, and the remainder will, subject to and upon the date of entry of the Final Order, be subject to the draw requirements set forth in the DIP Credit Agreement, in each case subject to the terms and conditions set forth herein, in the Final Order, and in the DIP Credit Agreement, including the draw requirements set forth therein (the “**Final New Money DIP Loans**,” and together with the Interim New Money DIP Loans, the “**New Money DIP Loans**”), by the several financial institutions or other entities who have agreed to provide such New Money DIP Loans from time to time party thereto as “**Lenders**” (the “**DIP Lenders**”), JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “**DIP Agent**” and, collectively, with the DIP Lenders, the “**DIP Secured Parties**”);
- (ii) authorizing, subject to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Documents (as defined herein) and upon entry of this Interim Order, the repayment and refinancing of \$13,160,147.31 of the Prepetition Superpriority Obligations (as defined herein) which will be deemed to have been advanced and shall convert into DIP Loans on a dollar-for-dollar cashless basis upon entry of the Interim Order pursuant to the Superpriority Roll-Up (as defined herein) (all amounts so repaid and refinanced, the “**Interim DIP Roll-Up Loans**”);
- (iii) authorizing, subject to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Documents and upon entry of this Interim Order, the repayment and refinancing of Prepetition ABL Obligations (as defined herein) on a dollar-for-dollar cashless incremental basis via a “creeping” roll-up pursuant to the ABL Creeping Roll-Up (as defined herein) (all amounts so repaid and refinanced, the “**Creeping DIP Roll-Up Loans**”);
- (iv) authorizing, subject to entry of the Final Order and the terms and conditions set forth in the DIP Credit Agreement and the other DIP Documents, the repayment and refinancing of approximately \$59,856,821 of the Prepetition ABL Obligations on a cashless basis pursuant to the ABL Roll-Up (as defined herein) (all amounts

so repaid and refinanced, the “**Final DIP Roll-Up Loans**” and, together with the Interim DIP Roll-Up Loans and the Creeping DIP Roll-Up Loans, the “**DIP Roll-Up Loans**”, and together with the New Money DIP Loans, the “**DIP Loans**”);

- (v) authorizing the non-Borrower Debtors to jointly and severally guarantee the DIP Loans and the other DIP Obligations (such Debtors, the “**DIP Guarantors**,” and together with the Borrower, the “**DIP Loan Parties**”);
- (vi) authorizing the DIP Loan Parties, as applicable, to execute, deliver and perform under the DIP Credit Agreement and all other loan documentation related to the DIP Facility, any fee letters, and such other documents that may be reasonably requested by the DIP Agent and the DIP Lenders in connection with the DIP Facility, in each case, as amended, 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, this Interim Order, the Final Order (upon entry thereof) and any other agreements and documents executed or delivered in connection therewith, the “**DIP Documents**”);
- (vii) authorizing the DIP Loan Parties, as applicable, to incur and guarantee loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees, backstop fees or premiums, administrative agency fees, and any other fees payable pursuant to the DIP Documents), costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) 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;
- (viii) subject and subordinate to the Carve-Out (as defined herein), 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 Loan Parties;
- (ix) granting to the DIP Agent, for itself and for the benefit of the DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and 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), on the terms described herein, and, subject to entry of the Final Order, liens on any Avoidance Proceeds (as defined herein), in each case subject and subordinate to the Carve-Out;
- (x) waiving (a) the Debtors’ right to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (together with the Prepetition Collateral, the “**Collateral**”) pursuant to section 506(c) of the Bankruptcy Code and (b) 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 with respect to costs or expenses incurred following the entry of such Final Order;

- (xi) except as provided in this Interim Order, 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 Senior Secured Parties (as defined herein); *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;
- (xii) authorizing and directing the Debtors to use proceeds of the DIP Facility and Cash Collateral (as defined herein) solely in accordance with the DIP Documents, including the Approved Budget (subject to the Permitted Variances (as defined herein));
- (xiii) authorizing and directing the Debtors to pay the principal, interest, fees, expenses, reimbursements, and other amounts payable under the DIP Documents as such become earned, due, and payable to the extent provided in, and in accordance with, the DIP Documents;
- (xiv) subject to the restrictions set forth in the DIP Documents and this Interim Order, authorizing the Debtors to use the Prepetition Collateral (as defined herein), including Cash Collateral of the Prepetition Senior Secured Parties under the Prepetition Credit Documents (as defined herein), and provide Adequate Protection (as defined herein) to the Prepetition Senior Secured Parties for any diminution in value, if any, of their respective interests in the applicable Prepetition Collateral (including Cash Collateral), for any reason provided for under the Bankruptcy Code, including 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, where applicable, the priming of their respective interests in the Prepetition Collateral (including Cash Collateral);
- (xv) vacating and modifying the Automatic Stay solely to the limited extent set forth herein and as necessary to permit the Debtors and their affiliates, the DIP Secured Parties, and the Prepetition Senior Secured Parties to implement and effectuate the terms and provisions of this Interim Order, the DIP Documents and, upon entry, the Final Order, and to deliver any notices of termination described below and as further set forth herein;
- (xvi) 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

- (xvii) 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 order³ (the “**Final Order**”), as set forth in the DIP Motion and the DIP Documents filed with this Court (as defined herein).

The Court having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, (a) the *Declaration of Robert A. Pacha in Support of the Debtors’ (I) Emergency Motion to Obtain Debtor-in-Possession Financing and (II) Motion to Approve Bidding Procedures and Sale* (the “**Pacha Declaration**”); (b) the *Declaration of Ben Chesters, the Debtors’ Chief Restructuring Officer, in Support of the Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Liens and Superpriority Administrative Expense Status, and (C) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “**Chesters Declaration**”); and (c) the *Declaration of Ben Chesters in Support of Chapter 11 Petitions and First Day Motions* (the “**First Day Declaration**”), the available DIP Documents, and the evidence submitted and arguments made at the interim hearing held on February 24, 2026 (the “**Interim Hearing**”); and due and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable 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 it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, is otherwise fair and reasonable and in the best interests of the Debtors and their estates, their creditors and other parties in interest,

³ A proposed Final Order will be posted to the docket prior to the Final Hearing.

and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' property; and it appearing that the DIP Loan Parties' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. *Petition Date.* On February 22, 2026 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**"). On February 23, 2026, this Court entered an order approving the joint administration of the Chapter 11 Cases.

B. *Debtors in Possession.* The Debtors are operating their businesses and managing their properties 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(a)–(b) and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. 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 consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings

⁴ 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.

on the DIP Motion is proper before this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are 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), 507, and 552(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1.

D. *Committee Formation.* As of the date hereof, the United States Trustee for the Southern 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 DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice was required under the circumstances to enter this Interim Order. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

F. *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 DIP Secured Parties or the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors’ Stipulations.* Subject to the provisions and limitations contained in paragraph 22 hereof (including the Challenge Period, as defined therein), and in exchange for and as a material inducement to the Prepetition Secured Parties to consent to the Debtors’ access to

and use of the Cash Collateral, to the extent set forth herein, the Debtors admit, stipulate, and agree that:

(i) *Prepetition Superpriority Facility*. Pursuant to that certain Term Loan Credit Agreement, dated as of September 23, 2025 (as amended by that certain First Amendment to Term Loan Credit Agreement, dated as of October 30, 2025, as further amended by that certain Second Amendment to Term Loan Credit Agreement, dated as of February 20, 2026, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “**Prepetition Superpriority Credit Agreement**” and, collectively with the other Loan Documents (as defined in the Prepetition Superpriority 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 Superpriority Credit Documents**” and the credit facility evidenced thereby, the “**Prepetition Superpriority Facility**”) among (a) the borrower thereunder (in such capacity, the “**Prepetition Superpriority Borrower**”), (b) the guarantors party thereto (the “**Prepetition Superpriority Guarantors**”), (c) JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent under the Prepetition Collateral Agency Agreement (as defined below) (solely in such capacities, the “**Prepetition Superpriority Agent**”), and (d) the lenders from time to time party thereto (the “**Prepetition Superpriority Lenders**,” and collectively with the Prepetition Superpriority Agent, and all other holders of Prepetition Superpriority Debt (as defined below), the “**Prepetition Superpriority Secured Parties**”), the Prepetition Superpriority Lenders provided term loans and other financial accommodations to the Prepetition Superpriority Borrower pursuant to the Prepetition Superpriority Credit Documents, and the Prepetition Superpriority Guarantors guaranteed on a joint and several basis the

“Obligations” (as defined in the Prepetition Superpriority Credit Agreement, the “**Prepetition Superpriority Obligations**”) under the Prepetition Superpriority Credit Agreement and the other Prepetition Superpriority Credit Documents;

(ii) *Prepetition ABL Facility*. Pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of September 23, 2022 (as amended by that certain Forbearance and Omnibus Amendment Agreement dated as of September 23, 2025, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “**Prepetition ABL Credit Agreement**” and, collectively with the other Loan Documents (as defined in the Prepetition ABL 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 ABL Credit Documents**” and the credit facility evidenced thereby, the “**Prepetition ABL Facility**”) among (a) the borrower thereunder (in such capacity, the “**Prepetition ABL Borrower**”), (b) the guarantors party thereto (the “**Prepetition ABL Guarantors**”), (c) JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent under the Collateral Agency Agreement (solely in such capacities, the “**Prepetition ABL Agent**” and together with the Prepetition Superpriority Agent, the “**Prepetition Secured Agents**”), and (d) the lenders from time to time party thereto (the “**Prepetition ABL Lenders**,” and collectively with the Prepetition ABL Agent, and all other holders of Prepetition ABL Debt (as defined below), the “**Prepetition ABL Secured Parties**”, and together with the Prepetition Superpriority Secured Parties, the “**Prepetition Senior Secured Parties**”), the Prepetition ABL Lenders provided revolving credit and other financial accommodations to the Prepetition ABL Borrower pursuant to the Prepetition ABL Credit Documents, and the Prepetition ABL Guarantors guaranteed on a joint

and several basis the “Obligations” (as defined in the Prepetition ABL Credit Agreement, the “**Prepetition ABL Obligations**”) under the Prepetition ABL Credit Agreement and the other Prepetition ABL Credit Documents;

(iii) *Prepetition 2L Facility.* Pursuant to that certain Amended and Restated Second Lien Term Loan Credit Agreement, dated as of September 22, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “**Prepetition 2L Credit Agreement**” and, collectively with the other Loan Documents (as defined in the Prepetition Junior 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 2L Credit Documents**” and the credit facility evidenced thereby, the “**Prepetition 2L Facility**”) among (a) the borrower thereunder (in such capacity, the “**Prepetition 2L Borrower**,” and together with the Prepetition Superpriority Borrower and the Prepetition ABL Borrower, the “**Prepetition Borrower**”), (b) the guarantors party thereto (the “**Prepetition 2L Guarantors**”), (c) Permico Inc., as administrative agent for the holders of the Prepetition 2L Obligations (as defined below) (solely in such capacity, the “**Prepetition 2L Agent**” and, collectively with the Prepetition Superpriority Agent and Prepetition ABL Agent, the “**Prepetition Agents**”), and (d) the lenders from time to time party thereto (the “**Prepetition 2L Lenders**,” and collectively with the Prepetition 2L Agent, and all other holders of Prepetition 2L Obligations (as defined below), the “**Prepetition 2L Secured Parties**” and, together with the Prepetition Senior Secured Parties, the “**Prepetition Secured Parties**”), the Prepetition 2L Lenders provided a term loan credit facility and other financial accommodations to the Prepetition 2L Borrower pursuant to the Prepetition 2L Credit Documents, and the Prepetition 2L Guarantors guaranteed on a joint and several basis the

“Obligations” (as defined in the Prepetition 2L Credit Agreement, the “**Prepetition 2L Obligations**” and, collectively with the Prepetition Superpriority Obligations and Prepetition ABL Obligations, the “**Prepetition Obligations**”) under the Prepetition 2L Credit Agreement and the other Prepetition 2L Credit Documents;

(iv) *Prepetition Collateral Agency Agreement.* Pursuant to and to the extent set forth in that certain Collateral Agency Agreement, dated as of September 23, 2025 (the “**Prepetition Collateral Agency Agreement**”), by and among the Prepetition Superpriority Agent, the Prepetition ABL Agent, the Borrower, and each of the Borrower’s subsidiaries or affiliates which are signatories thereto (as referred to therein), as from time to time party thereto, the parties thereto agreed, among other things, that the Prepetition Superpriority Liens (as defined herein) on the Prepetition Collateral are shared and *pari passu* with the Prepetition ABL Liens (as defined herein) on the Prepetition Collateral, subject to the payment priorities set forth in the Prepetition Collateral Agency Agreement and the Prepetition ABL Credit Agreement;

(v) *Prepetition Intercreditor Agreement.* Pursuant to and to the extent set forth in that certain Amended and Restated Intercreditor Agreement, dated as of September 23, 2022, as supplemented by that certain Intercreditor Agreement Joinder (the “**ICA Joinder**”), dated as of September 23, 2025, delivered by JPMorgan Chase Bank, N.A., in its capacity as New Representative for the holders of the Additional First Lien Obligations (each as defined in the ICA Joinder (as further amended, restated, supplemented, waived or otherwise modified prior to the Petition Date, the “**Prepetition Intercreditor Agreement**” and together with Prepetition Superpriority Credit Documents, the Prepetition ABL Credit Documents, the Prepetition 2L Credit Documents, and the Prepetition Collateral Agency Agreement, the “**Prepetition Credit Documents**”)), by and among the Prepetition Superpriority Agent, the Prepetition ABL Agent, the

Prepetition 2L Agent, the Prepetition Borrower, and each of the Prepetition Borrower's subsidiaries and affiliates which are signatories thereto (as referred to therein), as from time to time party thereto, the parties thereto agreed, among other things, that the Prepetition Superpriority Liens and the Prepetition ABL Liens on the Prepetition Collateral are senior to any liens of the Prepetition 2L Lenders on the same collateral;

(vi) *Prepetition Superpriority Debt.* The Prepetition Superpriority Borrower and the Prepetition Superpriority Guarantors were justly and lawfully indebted and liable to the Prepetition Superpriority Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for not less than \$13,160,147.31 in outstanding principal amount of Loans (as defined in the Prepetition Superpriority Credit Agreement) plus interest, premiums and fees thereon, which loans were made or issued by the Prepetition Superpriority Lenders pursuant to, and in accordance with the terms of, the Prepetition Superpriority Credit Documents, plus, to the extent not otherwise included, all other Obligations (as defined in the Prepetition Superpriority Credit Agreement), and any accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers', and financial advisors' fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Superpriority Credit Documents), costs, charges, indemnities, and other obligations incurred in connection therewith (whether arising before or after the Petition Date) as provided in the Prepetition Superpriority Credit Documents (collectively, the "**Prepetition Superpriority Debt**") which Prepetition Superpriority Debt has been guaranteed on a joint and several basis by each of the Prepetition Superpriority Guarantors;

(vii) *Prepetition ABL Debt.* The Prepetition ABL Borrower and the Prepetition ABL Guarantors were justly and lawfully indebted and liable to the Prepetition ABL Secured

Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for not less than \$208,016,180.82 in outstanding principal amount of Revolving Loans (as defined in the Prepetition ABL Credit Agreement, the “**Prepetition ABL Loans**”) plus interest, premiums and fees thereon, plus, to the extent not otherwise included, all other Obligations (as defined in the Prepetition ABL Credit Agreement), and any accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’, and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Credit Documents), costs, charges, indemnities, and other obligations incurred in connection therewith (whether arising before or after the Petition Date) as provided in the Prepetition ABL Credit Documents (collectively, the “**Prepetition ABL Debt**,” and together with the Prepetition Superpriority Debt, the “**Prepetition Senior Secured Debt**”), which Prepetition ABL Debt has been guaranteed on a joint and several basis by each of the Prepetition ABL Guarantors;

(viii) *Prepetition 2L Debt.* The Prepetition 2L Borrower and the Prepetition 2L Guarantors were justly and lawfully indebted and liable to the Prepetition 2L Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for not less than \$19,500,550.59 in outstanding principal amount of Loans (as defined in the Prepetition 2L Credit Agreement, the “**Prepetition 2L Loans**”) plus interest, premiums and fees thereon, plus, to the extent not otherwise included, all other Obligations (as defined in the Prepetition 2L Credit Agreement), and any accrued and unpaid interest thereon and fees, expenses (including all court costs and attorneys’ and paralegals’ fees that are chargeable or reimbursable under the Prepetition 2L Credit Documents), costs, charges, indemnities, and other obligations incurred in connection therewith (whether arising before or after the Petition Date) as provided in the Prepetition 2L Credit Documents (collectively, the “**Prepetition 2L Debt**,” and together with the Prepetition

Senior Secured Debt, the “**Prepetition Secured Debt**”), which Prepetition 2L Debt has been guaranteed on a joint and several basis by each of the Prepetition 2L Guarantors;

(ix) *Validity of Prepetition Secured Debt.* The Prepetition Senior Secured Debt constitutes legal, valid, binding, and non-avoidable obligations of the DIP Loan Parties, as applicable, enforceable in accordance with their respective terms and no portion of the Prepetition Senior Secured Debt or any payment made to the Prepetition Senior Secured Parties or applied to or paid on account of the obligations owing under the Prepetition Credit Documents (other than the Prepetition 2L Credit Documents) prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is used in the Bankruptcy Code), cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), chases in action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law;

(x) *Validity, Perfection and Priority of Prepetition Superpriority Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition Superpriority Credit Documents, the Prepetition Superpriority Borrower and the Prepetition Superpriority Guarantors granted to the Prepetition Superpriority Agent, for the benefit of itself and the other Prepetition Superpriority Secured Parties, a senior, first priority, security interest in and continuing lien (the “**Prepetition Superpriority Liens**”) on substantially all of their assets and property, including a valid, binding, properly perfected, enforceable, first priority security interest in and continuing lien on the Collateral (as defined in the Prepetition Superpriority Credit Agreement) (which, for the avoidance of doubt, includes certain Cash Collateral) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “**Prepetition Collateral**”), which Prepetition Superpriority Liens are not subject

to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law, subject and subordinate only to certain other liens permitted by the Prepetition Superpriority Credit Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Superpriority Liens as of the Petition Date (the “**Prepetition Superpriority Permitted Senior Liens**”);

(xi) *Validity, Perfection and Priority of Prepetition ABL Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition ABL Credit Documents, the Prepetition ABL Borrower and the Prepetition ABL Guarantors granted to the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, a senior, first priority, security interest in and continuing lien (the “**Prepetition ABL Liens**” and, together with the Prepetition Superpriority Liens, the “**Prepetition Senior Secured Liens**”) on the Prepetition Collateral, which Prepetition ABL Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law, subject and subordinate only to certain other liens permitted by the Prepetition ABL Credit Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition ABL Liens as of the Petition Date (the “**Prepetition ABL Permitted Senior Liens**” and, together with the Prepetition Superpriority Permitted Senior Liens, the “**Prepetition Permitted Senior Liens**”);

(xii) *Validity, Perfection and Priority of Prepetition 2L Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition 2L Credit Documents, the Prepetition 2L Borrower and the Prepetition 2L Guarantors granted to the Prepetition 2L Agent, for the benefit of itself and the other Prepetition 2L Secured Parties, a second-priority security interest in and continuing lien (the “**Prepetition 2L Liens**” and, together with the Prepetition Senior Secured Liens, the “**Prepetition Secured Liens**”) on the Prepetition Collateral, which Prepetition 2L Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law, and which, as of the Petition Date, are subject and subordinate to the Prepetition Superpriority Liens, the Prepetition ABL Liens, the Prepetition Permitted Senior Liens, and certain other liens permitted by the Prepetition 2L Credit Documents.

(xiii) *No Control.* None of the Prepetition 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 actions taken with respect to, in connection with, related to or arising from the Prepetition Credit Documents.

(xiv) *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 Senior 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 Senior Secured Party that is in existence as of the Petition Date; and

(xv) *Release*. Effective as of the date of entry of this Interim Order but subject to the Challenge Period in paragraph 22, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of 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 the Prepetition Secured Parties, the DIP Secured Parties, 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 (as defined in section 101(5) of the Bankruptcy Code), counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the Petition Date 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) the Prepetition Credit Documents, the DIP Documents, the obligations owing and the financial obligations made thereunder, and the negotiation thereof and of the transactions and agreements reflected thereby, 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; *provided* that, notwithstanding the foregoing, any Released Party's obligations to comply with or perform under the Prepetition Credit Documents and/or the DIP Documents, as applicable, on or after the Petition Date shall not be released by the foregoing.

H. *Findings Regarding Corporate Authority.* Each of the DIP Loan Parties has all requisite 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) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the DIP Loan Parties to obtain financing pursuant to the DIP Documents.

(ii) The Debtors have an immediate and critical need to obtain the DIP Financing and to use Prepetition Collateral (including Cash Collateral) in order to, among other things, permit the sale of their businesses and/or property, to maintain relationships with vendors, suppliers, and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs and to fund expenses of these Chapter 11 Cases. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, and 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 Debtors.

(iii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Secured Parties under the DIP Documents. The Debtors 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 (each as defined herein) and incurring the Adequate Protection Obligations (as defined herein), in each case subject and subordinate to the Carve-Out and as provided for herein and in the DIP Documents.

(iv) 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, subject to applicable law, 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.

(v) Based on the DIP Motion and 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 paragraphs 16 – 21 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 Loan Parties' exercise of prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration.

(vi) The DIP Financing, the Adequate Protection, and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the DIP Loan Parties, the DIP Secured Parties, and the Prepetition Secured Parties, and all of the DIP Loan Parties' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the DIP Loan Parties pursuant to the DIP Documents and any other DIP Obligations shall be deemed to have been extended by the DIP Agent and 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 Agent and the other DIP Secured Parties (and the successors and assigns thereof)

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.

(vii) The Prepetition Senior Secured Parties have acted in good faith regarding the Debtors' continued use of the Prepetition Collateral (including Cash Collateral) in accordance with the terms hereof, and the Prepetition Senior 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 respect of the Adequate Protection in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(viii) The Prepetition Secured Parties are entitled to the Adequate Protection 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 and on the record presented to the Court, the terms of the proposed Adequate Protection and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment 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 requisite Prepetition Secured Parties have consented or are deemed hereby to have consented to the use of the Prepetition Collateral, including the Cash Collateral, on the terms set forth in this Interim Order, and the priming of the Prepetition Secured Liens by the DIP Liens pursuant to the terms set forth in this Interim Order and the DIP Documents; *provided* that, subject to the Intercreditor Agreement, and, solely with respect to the Prepetition 2L Secured Parties, paragraphs 19 and 36 of this Interim Order, nothing in this Interim Order or the DIP Documents shall prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection or assert any rights of any of the Prepetition

Secured Parties, and the rights of any other party in interest, including the DIP Loan Parties, to object to such relief are hereby preserved.

(ix) The Debtors have prepared and delivered to the DIP Secured Parties and their advisors an initial budget (the “**Initial DIP Budget**”), attached hereto as Schedule 2. The Initial DIP Budget reflects, among other things, for the 13-week period commencing on or about the Petition Date, the DIP Loan Parties’ projected operating receipts, projected operating disbursements, projected non-operating disbursements, net operating cash flow, and liquidity for each calendar week covered thereby. The Initial DIP Budget may be modified, amended, extended, and updated from time to time in accordance with the terms of the DIP Credit Agreement and this Interim Order, and once approved by DIP Agent in accordance with the DIP Credit Agreement and this Interim Order or deemed approved in the event the DIP Agent shall fail to respond in writing to any such modification, amendment, extension, or update to the Initial DIP Budget or later-approved Approved Budget within five (5) Business Days of delivery therefor by the Debtors to counsel to the DIP Agent, shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget or later-approved Approved Budget for the periods covered thereby (the Initial DIP Budget and each subsequent approved budget shall constitute, without duplication, an “**Approved Budget**”). The Debtors submit that the Initial DIP Budget is reasonable under the circumstances. The DIP Secured Parties are relying upon the DIP Loan Parties’ agreement to comply with the Approved Budget (subject to the Permitted Variances), the other DIP Documents, and this Interim Order in determining to enter into the postpetition financing arrangements provided for in this Interim Order.

(x) Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and 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; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after 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 Bankruptcy Local Rule 4001-1(b). Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Financing and the permitted 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 Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Interim Order comply with the requirements of Bankruptcy Local Rule 4001-1(b).

K. *Prepetition Permitted Senior Liens; Continuation of Prepetition Senior Secured Liens.* Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition Permitted Senior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the DIP Loan Parties, the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, or the other Prepetition Senior Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Senior Lien and/or security interests. Unless otherwise required by applicable law, the right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code is not a Prepetition Permitted Senior Lien, as used herein, and is expressly subject to the DIP Liens (as defined herein), and the Prepetition Secured Liens. The Prepetition

Secured Liens and the DIP Liens are continuing liens, and the DIP Collateral is and will continue to be encumbered by the DIP Liens.

L. *Intercreditor Agreements.* Pursuant to Section 510 of the Bankruptcy Code, the Prepetition Collateral Agency Agreement, the Prepetition Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Credit Documents (the “**Intercreditor Agreements**”) (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the applicable Prepetition Secured Parties (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 (iii) shall 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.

Based upon the foregoing findings of facts and conclusions of law, 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 DIP Financing described herein is authorized and approved, and the DIP Loan Parties’ 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. All objections to the DIP Motion and entry of this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

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

(a) The DIP Loan Parties are hereby authorized 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 Borrower is hereby authorized to borrow money pursuant to the DIP Credit Agreement subject to any limitations on borrowing under the DIP Documents, which borrowings shall be used for all purposes permitted under the DIP Documents, including this Interim Order (and subject to and in accordance with the Approved Budget) (subject to the Permitted Variances), up to the aggregate amount of the Interim New Money DIP Loans and the Interim DIP Roll-Up Loans and, for the period prior to entry of the Final Order, the Creeping DIP Roll-Up Loans. Notwithstanding anything to the contrary herein, all proceeds of the DIP Financing shall be initially funded into the DIP Proceeds Account (as defined in the DIP Credit Agreement), which account shall at all times be secured on a first priority priming basis by the DIP Liens (subject and subordinate to the Carve-Out), and proceeds from the DIP Financing shall only be released from the DIP Proceeds Account in accordance with the DIP Documents.

(b) In furtherance of the foregoing and without further approval of this Court, each DIP Loan Party is authorized to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution, or recordation of pledge and security agreements, mortgages, financing statements and other similar documents reasonably required, necessary, or desirable under the DIP Documents, and/or reasonably requested by the DIP Agent), and to pay all fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable for the DIP Loan

Parties' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the DIP Loan 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 (and any fees and 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, increase the aggregate commitments, increase the rate of interest payable or fees that are payable calculated on commitments thereunder. Updates, modifications, and supplements to the Approved Budget shall not require any further approval from the Court;

(ii) (x) the non-refundable payment to the DIP Agent and the other DIP Secured Parties, as the case may be, of all fees and rights received as consideration under, or in connection with, the DIP Facility, including any amendment fees, prepayment premiums, 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, closing date fees (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 arose before 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), (y) any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case referred to in the DIP Credit Agreement or DIP Documents, and (z) the reasonable and documented costs and expenses as may be due from time to time in accordance with the DIP Documents, including, without limitation, reasonable and documented fees and expenses of the professionals retained by, or on behalf of, the DIP Agent (*provided* that such professionals shall be limited to Simpson Thacher & Bartlett LLP, Huron Consulting Group Inc., and one local counsel or replacement counsel or financial advisor) (collectively, the “**DIP Fees and Expenses**”), without the need to file retention motions or fee applications in accordance with paragraph 21 below; *provided* that the DIP Fees and Expenses incurred prior to, and which are unpaid as of, the Effective Date (as defined in the DIP Credit Agreement) shall be paid indefeasibly by the DIP Loan Parties upon the occurrence of the Effective Date without such DIP Secured Parties’ invoices being subject to the review procedures set forth in paragraph 21; and

(iii) the performance of all other acts required under or in connection with the DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims and perfection of the DIP Liens, in each case subject and subordinate to the Carve-Out and as permitted herein and therein, and to perform such other and further acts as may be necessary, desirable, or appropriate in connection therewith, in each case in accordance with the terms of the DIP Documents.

3. *Roll Up.*

(a) Subject and subordinate to the Carve-Out, upon the entry of this Interim Order, without any further action by the Debtors or any other party, the Debtors shall be authorized and deemed to have effectuated a cashless exchange of the Prepetition Superpriority Obligations, which shall immediately, automatically, and irrevocably be deemed to be obligations under the DIP Facility and, except as otherwise provided in this Interim Order, shall be entitled to all the priorities, privileges, rights, and other benefits afforded pursuant to this Interim Order and the DIP Credit Agreement. The conversion of the Prepetition Superpriority Obligations shall be authorized in consideration, and as a necessary inducement, for the Prepetition Superpriority Secured Parties to provide additional credit during the Chapter 11 Cases and to consent to the use of Cash Collateral and the subordination of the DIP Liens on the DIP Collateral to the Carve-Out as more fully set forth herein (the “**Superpriority Roll-Up**”); *provided*, that, notwithstanding anything to the contrary herein, the Superpriority Roll-Up shall be subject to Challenge during the Challenge Period in accordance with paragraph 22 hereof.

(b) Subject and subordinate to the Carve-Out, the terms of this Interim Order, and the Approved Budget, until entry of the Final DIP Order, the Debtors shall be deemed (solely to the extent provided below) to have remitted all cash and collections and receipts of cash by the Debtors from any source, including, without limitation, accounts, sale of property, loan advances, and refunds (collectively, “**Collections**”) to the DIP Agent for application in accordance with this Interim Order. All Collections deemed received by the DIP Agent pursuant to the foregoing shall be deemed to be applied, in each case on a cashless basis, at the close of each Business Day (and the DIP Agent and Prepetition ABL Agent are hereby authorized to effectuate such transfers and application) to repay Prepetition ABL Obligations held by DIP Lenders ratably and readvanced to

the DIP Loan Parties as new DIP Loans under the DIP Credit Agreement thereby, on each day, creating a reduction in the Prepetition ABL Debt in the amount of the Collections and dollar-for-dollar increase in the DIP Loans to the extent of such readvances (the “**ABL Creeping Roll-Up**”); *provided*, that, notwithstanding anything to the contrary herein, the ABL Creeping Roll-Up shall be subject to Challenge during the Challenge Period in accordance with paragraph 22 hereof.

(c) Subject and subordinate to the Carve-Out, upon the entry of the Final Order, without any further action by the Debtors or any other party, the Debtors shall be authorized and deemed to have effectuated a cashless exchange of approximately \$59,856,821 of Prepetition ABL Obligations, which shall immediately, automatically, and irrevocably be deemed to be obligations under the DIP Facility and, except as otherwise provided in this Interim Order or the Final Order, shall be entitled to all the priorities, privileges, rights, and other benefits afforded pursuant to the DIP Orders and the DIP Credit Agreement. Such conversion of the Prepetition ABL Obligations shall be authorized in consideration, and as a necessary inducement, for the Prepetition ABL Secured Parties to consent to the use of Cash Collateral (the “**ABL Roll-Up**”); *provided*, that, notwithstanding anything to the contrary herein, the ABL Roll-Up shall be subject to Challenge during the Challenge Period in accordance with paragraph 22 hereof.

4. *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 Loan Parties, enforceable against each DIP Loan Party and its estate in accordance with the terms of the DIP Documents and this Interim Order, and any successors thereto, including any trustee, examiner or other fiduciary 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 will 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 Loan Parties to any of the DIP Agent or the other 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, premiums, indemnities and other amounts under the DIP Documents (including this Interim Order), the New Money DIP Loans and the DIP Roll-Up Loans. The DIP Loan Parties shall be jointly and severally liable for the DIP Obligations. Except as permitted in this Interim Order, no obligation, payment, transfer, or grant of security hereunder or under the other DIP Documents to the DIP Agent and/or the other 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 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.

5. *No Obligation to Extend Credit.* The DIP Secured Parties shall have no obligation to make any loan or advance under the applicable DIP Documents unless all of the conditions precedent to the making of such extension of credit by the applicable DIP Secured Parties under the applicable DIP Documents and this Interim Order have been satisfied in full or waived in accordance with their terms, and all disbursements to the DIP Loan Parties under the DIP Facility

shall be made to a segregated account “controlled” (within the meaning of Section 9-104 of the Uniform Commercial Code and established through a deposit account control agreement in form and substance acceptable to the DIP Agent) by the DIP Agent subject to a first priority lien in favor of the DIP Secured Parties (but subject and subordinate to the Carve-Out) and otherwise established in accordance with the terms of DIP Loan Documents (such account, the “**DIP Proceeds Account**”).

6. *Carve-Out.*

(a) Notwithstanding anything to the contrary herein, in the other DIP Documents, or in the Prepetition Credit Documents, the DIP Loan Parties’ obligations to the DIP Secured Parties and Prepetition Senior Secured Parties, and the liens, security interests and superpriority claims granted by this Interim Order or under the other DIP Documents or Prepetition Credit Documents, and the payment of all such obligations, shall be subject and subordinate in all respects to payment of the following fees and expenses: (a) the payment of unpaid fees required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) plus interest at the statutory rate; (b) reasonable fees, costs, and expenses up to \$150,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (c) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees, costs, and expenses, *provided* that payment of any such fees, costs, and expenses shall be subject to final allowance by the Court in accordance with any interim compensation procedures that may be established by the Court in these Chapter 11 Cases (the “**Allowed Professional Fees**”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the “**Debtor Professionals**”), and any Creditors’ Committee (the “**Committee Professionals**” and, together with the Debtor Professionals, the “**Estate Professionals**”) at any time on or before the

first Business Day following the date of delivery by the DIP Agent in accordance of the terms hereof, of a Carve-Out Trigger Notice (defined below) and without regard to whether such fees and expenses are provided for in any Approved Budget or were invoiced or allowed after the Carve-Out Trigger Notice Date (the amounts set forth in this clause (c) being the “**Pre Carve-Out Trigger Notice Cap**”); (d) the Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed \$1,000,000 incurred after the first Business Day following delivery by the DIP Agent of the Carve-Out Trigger Notice in accordance of the terms hereof, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amount set forth in this clause (d) being the “**Debtor Post Carve-Out Trigger Notice Cap**”); and (e) Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed \$200,000 incurred after the first Business Day following delivery by the DIP Agent in accordance of the terms hereof, of the Carve-Out Trigger Notice to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amount set forth in this clause (e) being the “**Committee Post Carve-Out Trigger Notice Cap**” and together with the Debtor Post Carve-Out Trigger Notice Cap, such amount, the “**Post Carve-Out Trigger Notice Cap**” and the Pre Carve-Out Trigger Notice Cap together with the Post Carve-Out Trigger Notice Cap and the amounts set forth in clauses (a) and (b), the “**Carve-Out Cap**”) (the foregoing clauses (a) through (e), collectively, the “**Carve-Out**”). The term “**Carve-Out Trigger Notice**” shall mean a written notice stating that the Post Carve-Out Trigger Notice Cap has been invoked, delivered by hard copy or email by the DIP Agent at the direction of the requisite lenders under the DIP Credit Agreement to lead bankruptcy counsel for the Debtors, the U.S. Trustee, the DIP Secured Parties, the Prepetition Senior Secured Parties, and counsel to the Creditors’ Committee, if any, which notice may only be delivered following the occurrence and during the continued existence of an Event of Default

(as defined herein) under the terms of this Interim Order. The term “**Carve-Out Trigger Notice Date**” shall mean the day on which a Carve-Out Trigger Notice is delivered by the DIP Agent at the direction of the requisite lenders under each respective facilities or their advisors, as applicable. On the Carve-Out Trigger Notice Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtors to transfer cash in an amount equal to the Carve-Out Cap (which shall be determined by the applicable Estate Professional in its reasonable discretion based on the amount of then-unpaid Allowed Professional Fees plus a reasonable estimate of fees and expenses not yet allowed), as well as a deemed draw request and notice of borrowing by the Borrower under the DIP Credit Agreement less any amount then held in the Professional Fee Reserve Account (defined below) to the Professional Fee Reserve Account. Notwithstanding anything to the contrary herein, all amounts required to be paid to Evercore Group L.L.C. (“**Evercore**”) for any Sale Success Fee, Preferred or Structured Equity Raise Fee, Debt Raise Fee (each as defined in that certain engagement letter between Evercore and Axiom Energy Services, LP, dated as of March 18, 2025 and amended on October 3, 2025), or any other similar “success” or “completion” fee, incurred at any time (whether before or after delivery of a Carve-Out Trigger Notice) and payable under section 328, 330, and/or 331 of the Bankruptcy Code, shall be paid to Evercore or deposited into the Professional Fee Reserve Account out of the gross proceeds of any Approved Sale (as defined in the DIP Credit Agreement), but prior to the completion of the Approved Sale, such fees shall not comprise a portion of the Carve Out.

(b) Immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any Prepetition Obligations, DIP Obligations, DIP Superpriority Claims, Prepetition 507(b) Claims (each as defined herein), Bid Protections (as defined in the Bid Procedures Order), or other Adequate Protection Obligations (as defined herein) or any other

obligations or claims, the Debtors shall be required to deposit into the Professional Fee Reserve Account cash in an amount equal to the difference between the Carve-Out Cap and the balance held in the Professional Fee Reserve Account as of the Carve-Out Trigger Notice Date. Notwithstanding anything to the contrary herein, in the other DIP Documents, or in the Prepetition Credit Documents, or following delivery of a Carve-Out Trigger Notice, the Prepetition Senior Secured Parties and DIP 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 Professional Fee Reserve Account has been fully funded as permitted above in an amount equal to all applicable obligations benefitting from the Carve-Out. Any payment or reimbursement made to any Estate Professional in respect of any Allowed Professional Fees prior to the delivery of the Carve-Out Trigger Notice shall not reduce the Carve-Out.

(c) The Debtors shall use funds held in the Professional Fee Reserve Account to pay Estate Professional fees as they become allowed and payable pursuant to interim or final orders from the Court; *provided* that the Debtors' obligations to pay the allowed fees and expenses of the Estate Professionals shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account. The amounts in the Professional Fee Reserve Account shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. Notwithstanding anything to the contrary herein, (i) the failure of the Professional Fee Reserve Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out and (ii) in no way shall the Carve-Out, the Professional Fee Reserve Account, or any Approved Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise). All funds in the Professional Fee

Reserve Account shall be used first to pay all obligations benefitting from the Pre Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post Carve-Out Trigger Notice Cap. The amount in the Professional Fee Reserve Account shall be reduced on a dollar-for-dollar basis for Allowed Professional Fees that are paid after the delivery of the Carve-Out Trigger Notice, and the Professional Fee Reserve Account shall not be replenished for such amounts so paid.

(d) Payments from the Carve-Out shall be subject to any terms and conditions of the engagement agreements and appurtenant orders for the employment of each Estate Professional.

(e) Any remaining unapplied retainer funds at the conclusion of an Estate Professional's engagement shall be immediately returned to the Debtors for distribution in accordance with one or more further orders of this Court.

(f) The Prepetition Secured Parties and DIP Secured Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for permitting the funding of the Carve-Out as provided herein, the Prepetition Secured Parties and DIP Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Cases, regardless of whether payment of such fees or disbursement has been allowed by the Court. Nothing in this Interim Order or otherwise shall be construed to obligate any of the Prepetition Secured Parties in any way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(g) *Professional Fee Reserve Account.* Upon entry of this Interim Order, and notwithstanding any other provision of this Interim Order or any provision of the other DIP Documents or the Prepetition Credit Documents, the Debtors are authorized and directed to fund an escrow account at Epiq Corporate Restructuring LLC for the sole purpose of reserving for and paying unpaid Allowed Professional Fees (the “**Professional Fee Reserve Account**”). The escrow agreement for the Professional Fee Reserve Account is attached hereto as Schedule 4 (the “**Escrow Agreement**”). The Debtors are authorized to enter into and perform under the Escrow Agreement in accordance with its terms. The Professional Fee Reserve Account shall be held for the benefit of Estate Professionals and shall not be property of the Debtors’ estates or subject to the control, lien, security interest, or claims of the DIP Agent, any Prepetition Senior Secured Parties, or any other creditor. Upon entry of this Interim Order and contemporaneously with the funding of the Interim New Money DIP Loans, the Debtors shall fund the Professional Fee Reserve Account with an amount of cash proceeds from the DIP Facility or cash on hand in an amount equal to (i) the Post Carve-Out Trigger Notice Cap (and shall retain such amount in the Professional Fee Reserve Account for the duration of the Chapter 11 Cases); *plus* (b) the total estimated fees and expenses for the Debtor Professionals (the “**Estimated Professional Fees**”), which good-faith estimate shall be provided to counsel to the DIP Agent upon or prior to entry of the Interim DIP Order and cover the time period beginning on the Petition Date through the second Saturday following the Petition Date. By not later than 7:00 p.m. (Prevailing Eastern Time) on Thursday of each week commencing with the first full calendar week following the Petition Date (each, an “**Estimation Period**”), each Debtor Professional shall deliver to counsel to the DIP Agent a statement setting forth the Estimated Professional Fees for such Debtor Professional for the subsequent week. Subject to clause (h) below, on a weekly basis, the Debtors shall transfer cash proceeds from the

DIP Facility or cash on hand in an amount equal to the Estimated Professional Fees for the subsequent week (including, in the event of the closing of any sale, restructuring, financing, or other transaction upon which one or more success or transaction fees is earned by any Debtor Professional, any amount equal to the sum of all such fees, to the extent such fees are not paid to Debtor Professionals upon such closing).

(h) Following the first Estimation Period (and on a weekly basis thereafter), and contemporaneously with the delivery of the updated Estimated Professional Fees, lead restructuring counsel for the Debtors shall deliver to counsel to the DIP Agent a report of actual fees incurred by the Debtor Professionals for the immediately prior Estimation Period (the “***Incurred Debtor Professional Fees***”). To the extent there is a positive or negative variance between the Estimated Professional Fees and the Incurred Debtor Professional Fees for a particular Estimation Period, the Debtors shall adjust the subsequent Estimated Professional Fees in an amount equal to any such variance. For the avoidance of doubt, the DIP Agent shall have notice of, but not a consent right over each notice of Estimated Professional Fees.

(i) Amounts in the Professional Fee Reserve Account (such amounts, the “***Reserve Amounts***”) may be applied from time to time to pay the Allowed Professional Fees prior to any and all other claims; *provided, however*, that notwithstanding the foregoing, any payment of Allowed Professional Fees prior to the delivery of a Carve-Out Trigger Notice shall not reduce the Carve-Out Cap. If, after payment in full of all Reserve Amounts on account of Allowed Professional Fees and termination of the engagement of all Estate Professionals, the Professional Fee Reserve Account has not been reduced to zero, all remaining funds shall be returned to the Debtors for distribution in accordance with a further order of this Court. Upon return of cash held in the Professional Fee Reserve Account to the Debtors, at any time, such cash shall automatically

constitute DIP Collateral and shall be subject to the DIP Liens. For the avoidance of doubt, the Debtors' obligation to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account or the Approved Budget.

7. *DIP Proceeds Account.* In accordance with the DIP Credit Agreement, the Borrower shall only make a withdrawal from the DIP Proceeds Account once upon the entry of this Interim Order and subsequently thereafter on the Monday of every other calendar week, and only upon delivery of a certificate of the Chief Restructuring Officer of the Borrower, in form reasonably satisfactory to the DIP Agent, certifying that the withdrawn proceeds are calculated as necessary (after giving effect to any anticipated receipts and all available Cash Collateral) to fund anticipated disbursements for the eighteen (18) calendar-day period following such withdrawal, based on and in accordance with the Approved Budget (and subject to the Permitted Variances).

8. *Budget Reporting.* The Debtors shall at all times use Cash Collateral solely for the purposes included in the Approved Budget. By not later than 5:00 p.m. (Eastern Time) on March 5, 2026, and no later than 5:00 p.m. (Eastern Time) on the Thursday of every other week thereafter, the Debtors shall deliver to the DIP Agent, the Prepetition Superpriority Agent, the Prepetition ABL Agent, counsel to any Creditor's Committee, and the U.S. Trustee, a variance report for the applicable Testing Period (as defined below) in form and detail consistent to such prepetition reporting and reasonably acceptable to the DIP Agent (a "**Variance Test**") showing comparisons of actual cash disbursements on a line-by-line basis of the Debtors since the Petition Date and for such Testing Period compared to the projected cumulative cash disbursements on a line-by-line basis since the Petition and for such Testing Period set forth in the Approved Budget (any such difference on an aggregate basis, a "**Variance**"); *provided* that, to the extent that any "make-ready" capital expenditures for purposes of redeploying compressor units are made in a given Testing

Period, the Debtors shall attach to the Variance Report (as defined in the DIP Credit Agreement) the purchase orders (or other documents satisfactory to the DIP Agent in its sole discretion to evidence compliance with the DIP Credit Agreement) for the compressor units in which such capital expenditures were made. Each Variance Test shall indicate whether there are any adverse Variances that exceed the Permitted Variance and shall provide a written explanation for such variances. “**Permitted Variance**” shall mean, excluding “Professional Expenses,” the Adequate Protection Obligations, and other payments made pursuant to this Interim Order, with respect to the aggregate Variance Test for any applicable Testing Period based on disbursements, an aggregate unfavorable Variance equal to or less than 15%; *provided* that the Debtors may carry forward budgeted but unused “Total Operating Disbursements” in an Approved Budget for any Testing Period for use in a subsequent Testing Period. It shall be a condition precedent to the effectiveness of the DIP Facility that the Debtors shall have delivered an Approved Budget in form and substance acceptable to the DIP Agent, it being understood that the “Initial Approved Budget” attached hereto satisfies such condition precedent. A Variance Test showing noncompliance with the Permitted Variances, shall constitute a default hereunder and under the DIP Documents that shall constitute an Event of Default upon notice by the DIP Agent to the Debtors. A “**Testing Period**” means each rolling cumulative two-week period beginning with the first full week after the Petition Date; *provided* that for the initial full week of the Chapter 11 Cases, the Testing Period shall be the prior one-week period and for the initial two weeks of the Chapter 11 Cases, the Testing Period shall be the prior rolling cumulative two-week period.

9. *DIP Superpriority Claims.* Pursuant to section 364(c)(1) of the Bankruptcy Code, subject and subordinate to the Carve-Out, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the DIP Loan 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 Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 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 section 503(b) 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 Loan 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 including, subject to entry of the Final Order, any proceeds or property recovered, unencumbered or otherwise from Avoidance Actions, whether by judgment, settlement or otherwise (“**Avoidance Proceeds**”)) in accordance with the DIP Documents and this Interim Order, subject and subordinate only to the Carve-Out. 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.

10. *DIP Liens.* As security for the DIP Obligations, effective and automatically and properly perfected upon the entry of this Interim Order and without the necessity of the execution, recordation or filing by the DIP Loan Parties or any of the DIP Secured Parties of mortgages,

security agreements, control agreements, pledge agreements, financing statements, intellectual property filing 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 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 DIP Documents, the “**DIP Liens**”) are hereby granted to the DIP Agent, in each case subject and subordinate to the Carve-Out, for its own benefit and the benefit of the DIP Secured Parties (all property identified in clauses (a) through (c), below being collectively referred to as the “**DIP Collateral**”):

(a) *Liens on Unencumbered Property.* Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest (subject and subordinate only to the Carve-Out) in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Loan Parties, whether existing or owned on the Petition Date or thereafter acquired or arising, 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, including, without limitation, any and all unencumbered cash of the DIP Loan Parties (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, 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 and the Professional Fee Reserve Account and any amounts held therein (but, for the avoidance of doubt, subject to entry of the Final Order, “Unencumbered Property” shall include Avoidance Proceeds).

Notwithstanding anything in this Interim Order or the DIP Documents to the contrary, in no event shall DIP Collateral (and the DIP Liens and Adequate Protection Liens thereon) include: (a) any leasehold interest in non-residential real property that prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable non-bankruptcy law), but shall include the proceeds of the sale or other disposition of such leases, (b) any security deposits held by a landlord under any non-residential real property lease or the Debtors' interest in any pre-paid rent under any such lease (but shall include the Debtors' reversionary interests therein), to the extent prohibited under such lease or applicable law, and (c) the Professional Fee Reserve Account or contents thereof.

(b) *Liens Priming Certain Prepetition Secured Parties' Liens.* Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest (subject and subordinate only to the Carve-Out and valid, perfected and non-avoidable Prepetition Permitted Senior Liens) in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Loan Parties of the same nature, scope, and type as the Prepetition Collateral, regardless of where located (the “**DIP Priming Liens**”) whether owned or existing on the Petition Date or thereafter acquired or arising. Notwithstanding anything herein to the contrary, the DIP Priming Liens shall be (A) senior in all respects to the Prepetition Secured Liens, (B) senior to any Adequate Protection Liens and (C) not subordinate to any lien, security interest 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 Senior Secured Liens shall be primed by and made subject and subordinate to the DIP Priming Liens.

(c) *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 (subject and subordinate to the Carve-Out) upon all tangible and intangible prepetition and postpetition property of the DIP Loan Parties that, on or as of the Petition Date, is subject to either (i) valid, perfected and non-avoidable Prepetition Permitted Senior Liens, or (ii) valid and non-avoidable Prepetition Superpriority Permitted Senior Liens and/or Prepetition ABL Permitted Senior Liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date, as permitted by section 546(b) of the Bankruptcy Code, which shall be (x) immediately junior and subordinate to any such Prepetition Superpriority Permitted Senior Liens and/or Prepetition ABL Permitted Senior Liens, as applicable but (y) senior to the Adequate Protection Liens and the Prepetition Secured Liens on all Prepetition Collateral subject to such Prepetition Permitted Senior Liens.

(d) *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 the DIP Documents or in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, 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 Loan Parties, or (C) any intercompany or affiliate liens of the DIP Loan Parties or security interests of the DIP Loan Parties; or (ii) subordinated

to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code.

11. *Protection of DIP Lenders' and Prepetition Senior Secured Parties' Rights.*

(a) So long as there are any DIP Obligations outstanding or the DIP Lenders have any outstanding New Money DIP Commitments under the DIP Documents, the Prepetition Senior Secured Parties shall: (i) (1) have no right to and shall not deliver a Cash Collateral Termination Notice (as defined below) and (2) 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 New Money 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 Prepetition Senior Secured Parties filing financing statements or other documents to perfect the liens granted pursuant to this Interim Order, 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 Loan Parties' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Agent or the other 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 the DIP Documents and this Interim Order.

(b) During these Chapter 11 Cases, the Prepetition 2L Secured Parties shall:

- (i) have no right to and shall take no action to foreclose upon, or recover, 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, Prepetition Senior Secured Obligations, and termination of the New Money DIP Commitments), to the extent such transfer, disposition, sale or release is authorized under the DIP Documents, Prepetition Superpriority Credit Documents and/or Prepetition ABL Credit Documents, as applicable; (iii) not file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect any security interests in the DIP Collateral other than, (x) solely as to this clause (iii), the Prepetition 2L Secured Parties filing financing statements or other documents to perfect the liens granted pursuant to this Interim Order, 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 Loan Parties' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Agent or the other DIP Secured Parties or other documents reasonably requested by the DIP Agent or DIP Loan Secured Parties 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 the DIP Documents and this Interim Order.

(c) To the extent any Prepetition Senior 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 Senior 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 Agent and the other DIP Secured Parties, and such Prepetition Senior Secured Party, as applicable, shall comply with the instructions of the DIP Agent, acting at the direction of the Required Lenders (as defined in the DIP Credit Agreement), with respect to such notation or the exercise of such control or possession until such time as the DIP Obligations have been indefeasibly paid in full.

(d) Upon the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreement) (a “**DIP Event of Default**”) that has not been waived by the Required DIP Lenders and following delivery of written notice (a “**DIP Termination Notice**”) (including by e-mail) on not less than five (5) Business Days’ notice (such five (5) Business Day period, the “**DIP Agent Remedies Notice Period**”) to lead restructuring counsel to the Debtors, lead restructuring counsel to the Prepetition Superpriority Agent, lead restructuring counsel to the Prepetition ABL Agent, lead counsel to the Creditors’ Committee (if any), and the U.S. Trustee, (collectively, the “**Remedies Notice Parties**”), the DIP Agent may (and any automatic stay otherwise applicable to the DIP Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, unless the Court orders otherwise (*provided* that during the DIP Agent Remedies Notice Period, the DIP Loan Parties and/or any party in interest shall be entitled to seek an emergency hearing

(with the DIP Agent hereby consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, an Event of Default has actually occurred and is continuing, and any other appropriate relief, including the DIP Loan Parties' non-consensual use of Cash Collateral; and *provided further that* if a request for such hearing is made prior to the end of the DIP Agent Remedies Notice Period, the DIP Agent Remedies Notice Period shall be continued until the Court hears and rules with respect thereto), subject and subordinate to the Carve-Out: (a) terminate the DIP Facility and any DIP Document as to any future liability or obligation of the DIP Secured Parties but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; and (b) declare all DIP Obligations to be immediately due and payable. Following the occurrence of a DIP Event of Default and the delivery of the DIP Termination Notice as set forth above, but prior to exercising the remedies set forth in this sentence or any other remedies (other than those set forth in (a) and (b) of the preceding sentence), the DIP Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") (with the Debtors hereby consenting to such emergency relief) on not less than five (5) Business Days' notice to the Remedies Notice Parties (which may run concurrently with the DIP Agent Remedies Notice Period) for a further order of the Court modifying the automatic stay in these Chapter 11 Cases to permit the DIP Secured Parties, subject to the Carve-Out, to: (a) freeze monies or balances in the Debtors' accounts; (b) immediately set-off any and all amounts in accounts maintained by the Debtors with the DIP Agent or the DIP Secured Parties against the DIP Obligations; (c) enforce any and all rights against the DIP Collateral, 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 (d) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Loan Documents or applicable law.

(e) Upon delivery of such DIP Termination Notice by the DIP Agent, without further notice or order of the Court, but subject to the expiration of the DIP Agent Remedies Notice Period (and any automatic or other continuation thereof in accordance herewith) and unless the Court orders otherwise, (i) the DIP Secured Parties' and the Prepetition Senior Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP Obligations hereunder shall automatically terminate, (ii) the Debtors' ability to incur additional DIP Obligations hereunder shall automatically terminate, and (iii) any commitments to provide DIP Loans shall automatically terminate; *provided, however*, notwithstanding the foregoing, during the DIP Agent Remedies Notice Period, the Debtors shall have the right to use Cash Collateral to fund the Carve-Out, meet payroll obligations, and to pay necessary expenses to avoid immediate and irreparable harm to the Debtors' estates set forth in the Approved Budget in accordance with the DIP Documents. As soon as reasonably practicable following receipt of a DIP Termination Notice, the Debtors shall file a copy of same on the docket. 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.

(f) No rights, protections or remedies of the DIP Agent or the DIP Secured Parties or the Prepetition Senior Secured Parties granted by the provisions of this Interim Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party 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.

12. *Limitation on Charging Expenses Against Collateral.* Except to the extent of the Carve-Out and Professional Fee Reserve Account, 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, the Prepetition Superpriority Agent, and the Prepetition ABL Agent, as applicable, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, the Prepetition 2L Agent, or the Prepetition Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, the Prepetition 2L Agent, or the other Prepetition Secured Parties to any charge, lien, assessment or claims against the 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.

13. *No Marshaling.* Subject to entry of the Final Order, the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, and the other Prepetition Senior Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Debt, or the Prepetition Collateral. Further, subject to entry of the Final Order, the “equities of the case” exception in section 552(b) of the Bankruptcy Code shall not apply to the

Prepetition Superpriority Agent, the Prepetition ABL Agent, or the other Prepetition Senior Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral.

14. *Payments Free and Clear.* Any and all payments or proceeds remitted to the DIP Agent, the Prepetition Superpriority Agent or the Prepetition ABL Agent by, through or on behalf of the DIP Secured Parties, the Prepetition Superpriority Secured Parties or the Prepetition ABL Secured Parties 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 without limitation, but subject to paragraphs 12 and 13 hereof, any such 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.

15. *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 (subject to the Permitted Variances); *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 and the Approved Budget, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court.

16. *Adequate Protection of Prepetition Senior Secured Parties.* The Prepetition Senior 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 Prepetition Collateral (including Cash Collateral) for the aggregate diminution in the value of their respective interests in the Prepetition Collateral (including Cash Collateral), if any, from and after the Petition Date

for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the Prepetition Collateral, the priming of the Prepetition Senior Secured Liens by the DIP Priming Liens pursuant to the DIP Documents and this Interim Order, the payment of any amounts under the Carve-Out and Professional Fee Reserve Account, 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 (any such diminution, “**Diminution in Value**” and such claims, the “**Adequate Protection Claims**”). In consideration of the foregoing, the Prepetition Superpriority Agent and the Prepetition ABL Agent, for the benefit of the applicable Prepetition Senior Secured Parties, are hereby granted the following as Adequate Protection on account and solely to the extent of their respective Adequate Protection Claims, and as an inducement to the Prepetition Senior Secured Parties to consent to the priming of the Prepetition Senior Secured Liens and use of the Prepetition Collateral (including Cash Collateral) (collectively, the “**Adequate Protection Obligations**”):

(a) *Superpriority Adequate Protection Liens.* The Prepetition Superpriority Agent, for itself and for the benefit of the Prepetition Superpriority Lenders, 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 secure its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the “**Superpriority Adequate Protection Liens**”), subject and subordinate to (i) the Carve-Out, (ii) the DIP Liens, and (iii) the Prepetition Superpriority Permitted Senior Liens.

(b) *ABL Adequate Protection Liens.* The Prepetition ABL Agent, for itself and for the benefit of the Prepetition ABL Lenders 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 secure its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the “**ABL Adequate Protection Liens**”), subject and subordinate to (i) the Carve-Out, (ii) the DIP Liens, and (iii) the Prepetition ABL Permitted Senior Liens.

(c) *Prepetition Superpriority Secured Parties’ Section 507(b) Claim.* The Prepetition Superpriority Agent, for itself and for the benefit of the Prepetition Superpriority Lenders, is hereby granted an allowed superpriority administrative expense claim on account of such Prepetition Superpriority Secured Parties’ Adequate Protection Claims as provided for in section 507(b) of the Bankruptcy Code (the “**Prepetition Superpriority 507(b) Claim**”) which Prepetition Superpriority 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds). The Prepetition Superpriority 507(b) Claim shall be subject and subordinate only to the (i) Carve-Out and (ii) the DIP Superpriority Claims.

(d) *Prepetition ABL Secured Parties’ Section 507(b) Claim.* The Prepetition ABL Agent, for itself and for the benefit of the Prepetition ABL Lenders, is hereby granted an allowed superpriority administrative expense claim on account of such Prepetition ABL Secured Parties’ Adequate Protection Claims as provided for in section 507(b) of the Bankruptcy Code (the “**Prepetition ABL 507(b) Claim**”) which Prepetition ABL 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but

including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds). The Prepetition ABL 507(b) Claim shall be subject and subordinate only to the (i) Carve-Out and (ii) the DIP Superpriority Claims.

(e) *Prepetition Superpriority Secured Parties' Adequate Protection Fees and Expenses.* As further adequate protection, the DIP Loan Parties shall provide the Prepetition Superpriority Agent, for the benefit of the Prepetition Superpriority Lenders, current cash payments of the reasonable and documented prepetition and, subject to the review procedures set forth in paragraph 21 of this Interim Order, postpetition fees and expenses of the Prepetition Superpriority Agent under the Prepetition Superpriority Credit Documents, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of Simpson Thacher & Bartlett LLP (solely in its capacity as counsel to the Prepetition Superpriority Agent), and one local counsel to the Prepetition Superpriority Agent, and Huron Consulting Group Inc. as financial advisor (the “**Superpriority Adequate Protection Fees and Expenses**”).

(f) *Prepetition ABL Secured Parties' Adequate Protection Fees and Expenses.* As further adequate protection, the DIP Loan Parties shall provide the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, current cash payments of the reasonable and documented out-of-pocket prepetition and, subject to the review procedures set forth in paragraph 21 of this Interim Order, postpetition fees and expenses of the Prepetition ABL Agent under the Prepetition ABL Credit Documents, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of Simpson Thacher & Bartlett LLP (solely in its capacity as counsel to the Prepetition ABL Agent), and one local counsel to the Prepetition ABL Agent and Huron Consulting Group Inc. as financial advisor (the “**ABL Adequate Protection Fees and**”).

Expenses” and, together with the Superpriority Adequate Protection Fees and Expenses, the **“Adequate Protection Fees and Expenses”**).

(g) *ABL Postpetition Interest Payments.* From and after entry of this Interim Order, the Prepetition ABL Agent, on behalf of itself and the Prepetition ABL Lenders, shall accrue interest on the Prepetition ABL Obligations under the Prepetition ABL Credit Agreement payable-in-kind as such interest becomes due and payable and as set forth in the Prepetition ABL Credit Agreement, at the applicable contractual default rate thereunder.

(h) *Borrowing Base Reporting.* The Debtors shall deliver to the Prepetition Superpriority Agent, Prepetition ABL Agent and DIP Agent, a Borrowing Base Certificate (as defined in the Prepetition ABL Credit Agreement), with all the information required to be provided in connection therewith under the Prepetition ABL Credit Agreement, in each case in the format customarily delivered with each Borrowing Base Certificate delivered prior to the Petition Date, setting forth the Borrowing Base (i) calculated as of the last day of each two calendar week period (with each week, for purpose of the Borrowing Base Certificate, beginning on Saturday and ending on Friday) on the Thursday of every other week commencing on March 5, 2026 for the two-week period ending February 27, 2026; and (ii) calculated as of the last Business Day of the immediately preceding fiscal month, promptly, but in no event later than March 19, 2026 with respect to the fiscal month ended February 27, 2026 and twenty calendar days (or, if such day is not a Business Day, the next Business Day) following the end of each subsequent fiscal month (and, for the avoidance of doubt, the Prepetition Superpriority Agent and Prepetition ABL Agent shall be authorized to share such information with the Prepetition Superpriority Lenders and Prepetition ABL Lenders, respectively). For the avoidance of doubt, to the extent the Prepetition ABL Credit Agreement provides anything to the contrary respecting the reporting cadence set forth in clause

(i) above (for the avoidance of doubt, including Section 5.01(h) therein), the provisions set forth herein shall control.

(i) *Superpriority and ABL Adequate Protection Information Rights.* The Debtors shall provide to the Prepetition Superpriority Agent and Prepetition ABL Agent at the same time as such reporting is provided to the DIP Lenders and/or the DIP Agent (in each case, as may be extended by the advisors to the DIP Lenders and the DIP Agent (which may be by email)) all reporting required to be provided to the DIP Lenders or DIP Agent under the DIP Documents (and, for the avoidance of doubt, the Prepetition Superpriority Agent and Prepetition ABL Agent shall be authorized to share such reporting with the Prepetition Superpriority Lenders and Prepetition ABL Lenders, respectively).

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

17. *Cash Collateral Events of Default and Remedies.*

(a) The following shall constitute “**Cash Collateral Events of Default**” (and collectively with the DIP Events of Default, “**Events of Default**”) under this Interim Order:

- (i) The creation of any liens on Collateral that are *pari passu* or senior to the liens in favor of the applicable Prepetition Senior Secured Parties without the consent of such Prepetition Senior Secured Party (except as otherwise expressly permitted under the DIP Orders, including the Carve-Out);
- (ii) The filing of any motion, chapter 11 plan, disclosure statement, or any other pleading or document by the Debtors, or the Debtors support or do not object to a motion, chapter 11 plan, disclosure statement, or any other pleading or document, that provides for treatment of the Prepetition Superpriority Obligations and Prepetition ABL Obligations under a plan of reorganization in any

manner other than as set forth in an Acceptable Plan (as defined herein);

- (iii) The confirmation of a chapter 11 plan other than an Acceptable Plan;
- (iv) The Debtors' failure to comply with any Milestone set forth on Schedule 3 hereto, to the extent such Milestone is not waived in accordance with Schedule 3 hereto;
- (v) The conversion of the Chapter 11 Cases to cases under chapter 7;
- (vi) The dismissal of the Chapter 11 Cases;
- (vii) The lifting of the automatic stay with respect to or the exercise of any remedies against any portion of the Collateral with a fair value in excess of \$1,000,000 without the advance written consent of the DIP Agent, the Prepetition Superpriority Agent and Prepetition ABL Agent; and
- (viii) A material breach of the DIP Orders.

(b) Subject to paragraph 11, upon the occurrence and during the continuation of a Cash Collateral Event of Default that has not been waived by the Prepetition Superpriority Agent and the Prepetition ABL Agent, following delivery of written notice (a “**Cash Collateral Termination Notice**”) (including by e-mail) on not less than five (5) Business Days' notice (such five (5) Business Day period, the “**Cash Collateral Remedies Notice Period**”) to lead restructuring counsel to the Debtors, lead restructuring counsel to the DIP Agent, lead restructuring counsel to the Prepetition Superpriority Agent, lead restructuring counsel to the Prepetition ABL Agent, lead counsel to the Creditors' Committee (if any), and the U.S. Trustee (collectively, the “**Cash Collateral Remedies Notice Parties**”) (and any automatic stay otherwise applicable to the Prepetition Senior Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified to permit the Prepetition Superpriority Agent and the Prepetition ABL Agent to deliver such Cash Collateral Termination Notice), without further notice or order of the Court, the

Prepetition Senior Secured Parties' consent to use Cash Collateral will automatically terminate; *provided* that during the Cash Collateral Remedies Notice Period, the Debtors and/or any party in interest shall be entitled to seek an emergency hearing (with the Prepetition Superpriority Agent and the Prepetition ABL Agent hereby consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, a Cash Collateral Event of Default has actually occurred and is continuing, and any other appropriate relief, including the Debtors' non-consensual use of Cash Collateral; and *provided further that* if a request for such hearing is made prior to the end of the Cash Collateral Remedies Notice Period, the Cash Collateral Remedies Notice Period shall be continued until the Court hears and rules with respect thereto. Following the occurrence of a Cash Collateral Event of Default and the delivery of the Cash Collateral Termination Notice as set forth above, the Prepetition Superpriority Agent and the Prepetition ABL Agent shall be required to file a Stay Relief Motion (with the Debtors hereby consenting to such emergency relief) on not less than five (5) Business Days' notice to the Cash Collateral Remedies Notice Parties (which may run concurrently with the Cash Collateral Remedies Notice Period) for a further order of the Court modifying the automatic stay in these Chapter 11 Cases to permit the Prepetition Superpriority Agent and the Prepetition ABL Agent, subject and subordinate to the Carve-Out, the Professional Fee Reserve Account, and the DIP Liens, to: (a) freeze monies or balances in the Debtors' accounts; (b) immediately set-off any and all amounts in accounts maintained by the Debtors with the applicable Prepetition Agent; (c) enforce any and all rights against the Prepetition Collateral, including, without limitation, foreclosure on all or any portion of the Prepetition Collateral, occupying the Debtors' premises, sale or disposition of the Prepetition Collateral; and (d) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the applicable Prepetition Credit Documents, or applicable law; *provided, however*, notwithstanding

the foregoing, during the Cash Collateral Remedies Notice Period, the Debtors shall have the right to use Cash Collateral to fund the Carve-Out, meet payroll obligations, and to pay necessary expenses to avoid immediate and irreparable harm to the Debtors' estates set forth in the Approved Budget in accordance with the DIP Documents.

(c) As soon as reasonably practicable following receipt of a Cash Collateral Termination Notice, the Debtors shall file a copy of same on the docket. The Debtors shall cooperate with the Prepetition Senior Secured Parties in their efforts to enforce their security interest in the Prepetition Collateral in accordance with the terms of this Interim Order, and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such Prepetition Senior Secured Parties from enforcing their security interests in the Prepetition Collateral in accordance with the terms of this Interim Order.

18. *Reservation of Rights of Prepetition Senior 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 Senior Secured Parties; *provided* that any of the Prepetition Senior Secured Parties (subject to any applicable contractual limitations on such rights) may request further or different adequate protection and the DIP Loan Parties or any other party in interest may contest any such request and all such rights are hereby preserved.

19. *Adequate Protection of Prepetition 2L Secured Parties.* The Prepetition 2L 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 Prepetition Collateral (including Cash Collateral) for the aggregate Diminution in the Value (any claims on account of

such Diminution in Value, the “**Prepetition 2L Secured Parties’ Adequate Protection Claims**”) of their respective interests in the Prepetition Collateral (including Cash Collateral), if any, from and after the Petition Date. In consideration of the foregoing, the Prepetition 2L Agent, for itself and for the benefit of the Prepetition 2L Lenders, is hereby granted the following as Adequate Protection on account and solely to the extent of the Prepetition 2L Secured Parties’ Adequate Protection Claims:

(a) *Prepetition 2L Secured Parties’ Adequate Protection Liens.* The Prepetition 2L Agent, for itself and for the benefit of the Prepetition 2L Lenders 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), solely to the extent of the Prepetition 2L Secured Parties’ Adequate Protection Claims, to secure such claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (including postpetition proceeds thereof) (the “**Prepetition 2L Secured Parties’ Adequate Protection Liens**” and, together with the Superpriority Adequate Protection Liens and the ABL Adequate Protection Liens, the “**Adequate Protection Liens**”), which Prepetition 2L Secured Parties’ Adequate Protection Liens shall be subject and subordinate to (i) the Carve-Out, (ii) the DIP Liens, (iii) the Superpriority Adequate Protection Liens, (iv) the Prepetition Superpriority Liens, (v) the ABL Adequate Protection Liens, (vii) the Prepetition ABL Liens, and (viii) the Prepetition Permitted Senior Liens.

(b) *Prepetition 2L Secured Parties’ Section 507(b) Claim.* The Prepetition 2L Agent, for itself and for the benefit of the Prepetition 2L Lenders, is hereby granted an allowed superpriority administrative expense claim solely to the extent of the Prepetition 2L Secured Parties’ Adequate Protection Claims as provided for in section 507(b) of the Bankruptcy Code (the

“Prepetition 2L Secured Parties’ 507(b) Claim” and, together with the Prepetition Superpriority 507(b) Claim and the Prepetition ABL 507(b) Claim, the **“Prepetition 507(b) Claims”**), which Prepetition 2L Secured Parties’ 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds). The Prepetition 2L Secured Parties’ 507(b) Claim shall be subject and subordinate only to the (i) Carve-Out, (ii) the DIP Superpriority Claims, (iii) the Prepetition Superpriority 507(b) Claims, (iv) the Prepetition ABL 507(b) Claims; (v) the Prepetition Superpriority Debt; and (vi) the Prepetition ABL Debt.

(c) *Prepetition 2L Secured Parties’ Adequate Protection Payments.* As further adequate protection, the DIP Loan Parties shall pay to the Prepetition 2L Agent, for the benefit of the Prepetition 2L Lenders, cash payments of \$950,000.00 (the **“2L Adequate Protection Payments”**) for the Chapter 11 Cases, \$300,000.00 of which will be payable upon entry of this Interim Order, another \$300,000.00 will be payable upon entry of the Final Order, and the final \$350,000.00 will be payable solely upon the closing of an Approved Sale.

(d) *2L Postpetition Interest.* From and after entry of this Interim Order, the Prepetition 2L Agent, on behalf of itself and the Prepetition 2L Lenders, shall accrue (but not be paid) interest on the Prepetition 2L Obligations under the Prepetition 2L Credit Agreement, at the applicable contractual default rate thereunder; *provided* that this interest accrual is without prejudice to the rights of the Prepetition 2L Secured Parties to seek additional Adequate Protection in the form of interest payments to the extent, and solely after, the DIP Obligations, Prepetition Superpriority Obligations, Prepetition ABL Obligations, and Adequate Protection Obligations have been paid in full in cash.

(e) *2L Adequate Protection Information Rights.* The Debtors shall provide to the Prepetition 2L Agent at the same time as such reporting is provided to the DIP Lenders and/or the DIP Agent (in each case, as may be extended by the advisors to the DIP Lenders and the DIP Agent (which may be by email)) all reporting required to be provided to the DIP Lenders or DIP Agent under the DIP Documents (and, for the avoidance of doubt, the Prepetition 2L Agent shall be authorized to share such reporting with the Prepetition 2L Lenders).

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

(a) Other than (i) the Carve-Out, and (ii) the Prepetition Permitted Senior Liens, and (iii) 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, the Prepetition Superpriority Secured Parties or the Prepetition ABL Secured Parties shall be permitted while any of the DIP Obligations, the Prepetition Superpriority Obligations, the Prepetition ABL Obligations, and the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Interim Order (including with respect to the Cash Collateral), the DIP Liens and the Adequate Protection Liens granted to the Prepetition Senior Secured Parties shall not be: (i) subject or junior to 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) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise; (iii) subordinated to or made *pari passu* with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any

liability of the Debtors; or (iv) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting these Chapter 11 Cases to cases under chapter 7: (i) the DIP Superpriority Claims, the Prepetition 507(b) Claims, the DIP Liens, and the Adequate Protection Liens, 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, Adequate Protection Claims, DIP Liens and Adequate Protection Liens shall, notwithstanding such conversion or dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such conversion or 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, the Prepetition Superpriority Agent, or the Prepetition ABL Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the DIP Liens, the Adequate Protection Liens, or the Carve-Out. Notwithstanding any such 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 Loan Parties and granted to the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent,

the Prepetition ABL Agent, or the other Prepetition Senior Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agent or the Prepetition Superpriority Agent, or the Prepetition ABL Agent, 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 Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, and the other Prepetition Senior 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 DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in the DIP Documents, including in this Interim Order, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens granted to the Prepetition Senior Secured Parties, the Adequate Protection Obligations granted to the Prepetition Senior Secured Parties, the Adequate Protection Claims granted to the Prepetition Senior Secured Parties, and all other rights and remedies of the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, and the other Prepetition Senior Secured Parties granted by the provisions of this Interim Order and the DIP Documents and the Carve-Out 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 the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the DIP Loan

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 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 granted to the Prepetition Senior Secured Parties, the Adequate Protection Obligations granted to the Prepetition Senior Secured Parties, and all other rights and remedies of the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, and the other Prepetition Senior Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall continue in full force and effect until the DIP Obligations and the Adequate Protection Claims are indefeasibly paid in full in cash, as set forth herein and in the DIP Documents, and the New Money DIP Commitments have been terminated (and in the case of rights and remedies of the Prepetition Superpriority Agent, the Prepetition ABL Agent, and the other Prepetition Senior Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Interim Order), and the Carve-Out shall continue in full force and effect.

21. *Payment of Fees and Expenses.* The DIP Loan Parties are authorized to and shall pay, subject to the review procedures set forth in this paragraph, the Adequate Protection Fees and Expenses. Subject to the review procedures set forth in this paragraph 21, payment of all Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. Professionals for the DIP Secured Parties and the Prepetition Senior Secured Parties 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 Debtors prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices including aggregate amounts of

fees and expenses (which shall not be required to contain time detail and which may be redacted 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 such 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 lead restructuring counsel to the DIP Agent and the Debtors, counsel to any Creditors' Committee, and the U.S. Trustee (together, the **"Review Parties"**); *provided, however*, that the U.S. Trustee and any Creditors' Committee reserve their rights to request additional details regarding the services rendered and expenses incurred by such professionals (an **"Information Request"**). 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 by the Review Parties (the **"Review Period"**), which shall not be extended by the delivery of an Information Request or the timing of any reply thereto. If no written objection is received by 12:00 p.m., prevailing Eastern Time, on the end date of the Review Period, the DIP Loan Parties shall pay such invoices within three (3) Business Days. If an objection to a professional's invoice is received within the Review Period, the DIP Loan Parties shall promptly pay the undisputed amount of the invoice 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 Debtors are authorized and directed to pay on the date that DIP Loans are first drawn, any DIP Fees and Expenses and Adequate Protection Fees and Expenses incurred and invoiced to the Debtors on or prior to such date without

the need for any professional engaged by, or on behalf of, the Prepetition Senior Secured Parties to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtors). No attorney or advisor to any DIP Secured Party or any Prepetition Senior Secured Party 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 (i) the professionals of the DIP Secured Parties in connection with, in anticipation of, or with respect to the DIP Facility and (ii) the professionals of Prepetition Senior Secured Parties in connection with, in anticipation of, or with respect to 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 Debtors or any other person.

22. *Effect of Stipulations on Third Parties.* The Debtors' stipulations, admissions, agreements, and releases contained in section G of this Interim Order shall be binding upon the Debtors in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in section G of this Interim Order shall be binding upon all other parties in interest, 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) (i) a party in interest with standing or the requisite authority (other than the Debtors, as to which any right to challenge the stipulations, admissions, and releases contained herein is irrevocably waived and relinquished) has, under the appropriate Bankruptcy Rules, timely and properly commenced an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by no later than: (x) as to the Creditors' Committee

only, the earlier of (1) 60 calendar days after the appointment of the Creditors' Committee, (2) if longer, 60 days from entry of this Interim Order, and (3) the Bid Deadline (as defined in the Bid Procedures Order); (y) 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, 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 (1) 60 calendar days after entry of this Interim Order, and (2) the date that is 60 calendar days after its appointment; and (z) as for all other parties in interest, 60 calendar days after entry of this Interim Order; and (ii) any such later date as (x) has been agreed to in writing by the applicable Prepetition Secured Parties with respect to the respective Prepetition Secured Debt or the respective Prepetition Secured Liens (it being agreed that an email from counsel to the applicable Prepetition Secured Agents documenting such agreement shall suffice), or (y) 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 (i)-(ii), the "**Challenge Period**"), (b) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Debt or the Prepetition Secured 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 Secured Debt, the Prepetition Secured Liens and the Prepetition Collateral; and (c) 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, however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. 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: (x) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding on all parties in interest, solely to the extent of such stipulations, admissions, and agreements; (y) the obligations of the DIP Loan Parties under the Prepetition Credit Documents, including the Prepetition Secured Debt, shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except under 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 (z) the Prepetition Secured Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, 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 committee 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, 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 and their Representatives arising out of or relating to any of the Prepetition Credit Documents, the Prepetition Secured Debt, the Prepetition Secured Liens and the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except 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 Person (as defined in the Bankruptcy Code), 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 Debtors' stipulations, admissions, agreements,

and releases contained in section G of this Interim Order and the DIP Roll-Up Loans (which shall be binding as to the Debtors upon entry of this Interim Order but shall otherwise be subject to the provisions of this paragraph 22), and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

23. *Limitation on Use of DIP Financing Proceeds and Collateral.* Notwithstanding any other provision of this Interim Order, but subject to the proviso in this sentence, no DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of 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, agents, affiliates, Representatives, attorneys, or advisors, 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 Secured Debt, and/or the Adequate Protection Obligations and Adequate Protection Liens 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 Secured Debt and/or the liens, claims, rights, or security interests securing or supporting the DIP Obligations granted under this Interim Order, the Final Order, the DIP Documents or the Prepetition Credit Documents in respect of the Prepetition Secured Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the

proceeds of the DIP Loans and/or DIP Collateral (including Cash Collateral) may be used by the Creditors' Committee to investigate but not to prosecute (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than \$50,000); (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Superpriority Agent's, the Prepetition ABL Agent's, the Prepetition Secured Parties', the DIP Agent's, or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Secured Debt, 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 the DIP Documents, the Prepetition Credit Documents and this Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to the Prepetition Superpriority Agent, the Prepetition ABL Agent, the other Prepetition Secured Parties, the DIP Agent, or the DIP Secured Parties under this Interim Order, the Prepetition Credit Documents or the DIP Documents, 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 DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens and Prepetition 507(b) Claims granted to the Prepetition Secured Parties; 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 DIP Lenders, expressly permitted under this Interim Order or permitted under the DIP Documents (including the Approved Budget, subject to the Permitted Variances), in each case unless all DIP Obligations, Prepetition Secured Debt, Adequate Protection Obligations, and claims granted to the DIP Agent, DIP Secured Parties,

Prepetition Superpriority Agent, Prepetition ABL Agent, and the other Prepetition Secured Parties under this Interim Order, have been refinanced or paid in full in cash or otherwise agreed to in writing by the DIP Secured Parties. For the avoidance of doubt, this paragraph 23 shall not impact the Carve-Out or limit the Debtors' right to use Collateral to (a) contest that a DIP Event of Default or Cash Collateral Event of Default has occurred hereunder consistent with this Interim Order, and/or (b) pay reasonable and documented fees to prepare for and participate at any hearing held by the Court regarding any exercise of rights or remedies under the DIP Documents or otherwise.

24. *Indemnification.* The DIP Secured Parties 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, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility, 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 DIP Secured Parties shall be and hereby are indemnified (as applicable) to the extent set forth in the DIP Documents, as applicable, including, without limitation, Section 9.03 of the DIP Credit Agreement. 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 24 or in the DIP Documents to indemnify and/or hold harmless the DIP Agent or any other DIP Secured Party, and any such defenses are hereby waived.

25. *Interim Order Governs.* In the event of any inconsistency between the provisions of this Interim Order, the other DIP Documents (including, but not limited to, 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, 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, without limitation, the Approved Budget (subject to the Permitted Variances).

26. *Binding Effect; Successors and Assigns.* Subject to the Challenge Period, the DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, the Prepetition 2L Agent, the other 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 Agent, the other DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, the Prepetition 2L Agent, the other Prepetition Secured Parties, and the Debtors and their respective successors and assigns; *provided* that the DIP Agent, the DIP Secured Parties, the Prepetition Superpriority Agent, the Prepetition ABL Agent, the Prepetition 2L Agent, and the other 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.

27. *Exculpation.* Nothing in this Interim Order, the 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 Senior 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 Senior 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.

28. *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 or the DIP Documents or 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 Agent, DIP Secured Parties, the Prepetition

Superpriority Agent, the Prepetition ABL Agent, or other 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).

29. *Master Proofs of Claim.* The Prepetition Superpriority Agent, the Prepetition ABL Agent, the Prepetition 2L Agent and/or any other 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 themselves or the Prepetition Secured Parties for payment of the Prepetition Secured Debt arising under the Prepetition Credit Documents, including, without limitation, 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 is deemed sufficient to and does constitute proofs of claim in respect of such debt and such secured status. However, in order to facilitate the processing of claims, the Prepetition Superpriority Agent, the Prepetition ABL Agent, and Prepetition 2L Agent are authorized, but not directed or required, to file in the Debtors' lead chapter 11 case *In re Axiom Energy Services, LP*, Case No. 26-90338 (CML), a master proof of claim on behalf of its 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**") against each of the Debtors. Upon the filing of a Master Proof of Claim by the Prepetition Superpriority Agent, the Prepetition ABL Agent, or the Prepetition 2L Agent, as applicable, it 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 or 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 29 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 Prepetition Superpriority Agent, the Prepetition ABL Agent, and the Prepetition 2L Agent as applicable. The DIP Agent and the DIP Secured Parties similarly shall 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.

30. *Insurance.* To the extent that the Prepetition Superpriority Agent or the Prepetition ABL Agent is listed as loss payee under the Borrower's or any DIP Guarantor's 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 Senior Secured Liens and Adequate Protection Liens and (y) the DIP Liens, as set forth herein) and, except with respect to the Prepetition Collateral prior to the indefeasible payment in full of the Prepetition Superpriority Obligations and Prepetition ABL Obligations, 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 New Money DIP Commitments and thereafter to the payment of the applicable Prepetition Senior Secured Debt; *provided* that the rights of a lessor under any non-residential real property lease to any such insurance proceeds are hereby expressly reserved pending entry of a Final Order.

31. *Credit Bidding*. Subject to the lien priorities set forth herein and in the Intercreditor Agreements, the DIP Agent, the Prepetition Superpriority Agent, the Prepetition ABL Agent, and the Prepetition 2L Agent shall have the right to credit bid, in accordance with the DIP Documents, Prepetition Superpriority Credit Documents, Prepetition ABL Credit Documents, and the Prepetition 2L Credit Agreement, as applicable, up to the full amount of the DIP Obligations, Prepetition Superpriority Obligations, Prepetition ABL Obligations, and Prepetition 2L Obligations, as applicable, including any applicable Adequate Protection Obligations, in any sale of all or any portion of the DIP Collateral or Prepetition Collateral outside the ordinary course of business, without the need for further Court order authorizing the same and whether any such sale is effectuated through sections 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.

32. *Effectiveness*. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

33. *Governing Order.* Notwithstanding the relief granted in any other order by this Court, (i) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be subject to this Interim Order, including compliance with the Approved Budget and all other terms and conditions hereof, and (ii) 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.

34. *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.

35. *Payments Held in Trust.* Except as expressly permitted in this Interim Order or the DIP Documents and except with respect to the DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral (other than payments to the Prepetition Superpriority Lenders in accordance with the Superpriority Roll-Up or the Prepetition ABL Lenders in accordance with the ABL Creeping Roll-Up and/or ABL Roll-Up), receives any DIP Collateral (other than payments to the Prepetition Superpriority Lenders in accordance with the Superpriority Roll-Up or the Prepetition ABL Lenders in accordance with the ABL Creeping Roll-Up and/or ABL Roll-Up), receives any proceeds of DIP Collateral (other than payments to the Prepetition Superpriority Lenders in accordance with the Superpriority Roll-Up or the Prepetition ABL Lenders in accordance with the ABL Creeping Roll-Up and/or ABL Roll-Up), 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 the New Money DIP Commitments or, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral (other than payments to the Prepetition Superpriority Lenders in accordance with the Superpriority Roll-Up or the Prepetition ABL Lenders in

accordance with the ABL Creeping Roll-Up and/or ABL Roll-Up) in trust for the benefit of the DIP Agent and the DIP Secured Parties and shall immediately turn over the proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order; provided that nothing herein shall modify the provisions of the Intercreditor Agreements.

36. *Second Lien Settlement.* In exchange for the Adequate Protection and other rights and protections granted hereunder to the Prepetition 2L Secured Parties, the Prepetition 2L Agent and Prepetition 2L Lenders respectively covenant and agree to cooperate with the Debtors and the DIP Agent, Prepetition Superpriority Agent and Prepetition ABL Agent, as applicable to support, vote in favor of, and not object to or otherwise interfere with or support any other party in interfering with the Sale Process, any chapter 11 plan process, any chapter 11 plan, and any other relief that the Debtors, DIP Secured Parties and Prepetition Senior Secured Parties may seek in these Chapter 11 Cases, in each case, which relief does not interfere with the 2L Adequate Protection Payments provided for under this Interim Order. For the avoidance of doubt, nothing herein is intended to (i) waive any rights the DIP Secured Parties, Prepetition Senior Secured Parties or Prepetition 2L Secured Parties may have under the Intercreditor Agreement except as explicitly set forth hereunder, (ii) cap or limit the amount of recovery the Prepetition 2L Secured Parties can recover from sale proceeds or under a chapter 11 plan, to the extent such proceeds exceed the obligations owed to the DIP Secured Parties and Prepetition Senior Secured Parties in accordance with this Interim Order and the Intercreditor Agreements, or (iii) subject to the Intercreditor Agreement, after the closing of an Approved Sale and the payment in full in cash of the DIP Obligations, prevent the Prepetition 2L Secured Parties from asserting a claim, solely in the context of a chapter 11 plan, for additional Adequate Protection to the extent of any Diminution

in Value beyond the Adequate Protection provided hereunder, and all parties rights are reserved with respect any such additional claim.

37. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

38. *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.

39. *Necessary Action.* The Debtors, the DIP Secured Parties, and the Prepetition Senior Secured Parties are authorized to take all reasonable 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.

40. *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 chapter 11 plan or any order confirming any such chapter 11 plan.

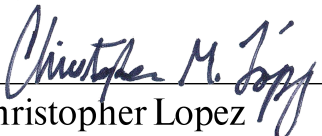
41. *Final Hearing.* A Final Hearing to consider the relief requested in the DIP Motion shall be held on March 18, 2026 at 1:00 p.m. (Prevailing Central Time) and any objections or responses to the DIP Motion shall be filed on or prior to March 11, 2026 at 5:00 p.m. (Prevailing Central Time).

42. *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, Attn: Jana Whitworth (Jana.Whitworth@USDOJ.gov) and Ha Nguyen

(Ha.Nguyen@USDOJ.gov); (b) if appointed, counsel to the Creditors' Committee; (c) counsel to JPMorgan Chase Bank, N.A., as Prepetition Superpriority Agent, Prepetition ABL Agent and DIP Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Ave., New York, NY 10017, Attn: Elisha D. Graff (egraff@stblaw.com), Dov Gottlieb (dov.gottlieb@stblaw.com) and Zachary J. Weiner (zachary.weiner@stblaw.com); (d) proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul, E. Heath, Matthew J. Pyeatt, and Trevor G. Spears, and 1114 Avenue of the Americas, 32nd Floor New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet; and (e) counsel to the Prepetition 2L Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Gregg M. Galardi (Gregg.Galardi@ropesgray.com) and Jennifer Harris (Jennifer.Harris@ropesgray.com).

43. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) 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.

Signed: February 25, 2026



Christopher Lopez
United States Bankruptcy Judge

Schedule 1

DIP Credit Agreement

J.P.Morgan

DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

DATED AS OF

FEBRUARY [24], 2026

AMONG

**AXIP ENERGY SERVICES, LP,
A DEBTOR-IN-POSSESSION,
AS THE BORROWER,**

THE OTHER LOAN PARTIES PARTY HERETO FROM TIME TO TIME,

THE LENDERS PARTY HERETO FROM TIME TO TIME

AND

**JPMORGAN CHASE BANK, N.A.,
AS ADMINISTRATIVE AGENT**

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DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT dated as of February [24], 2026 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) among **AXIP ENERGY SERVICES, LP**, as Borrower, which is a debtor and debtor-in-possession in a Chapter 11 Case (as defined below), the other Loan Parties party hereto, the Lenders party hereto, and **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent for the Lenders.

RECITALS

A. The Borrower, the Lenders party hereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**ABL Agent**”) are parties to that certain Fourth Amended and Restated Credit Agreement dated as of September 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, including as amended by the ABL Forbearance Agreement referred to herein, the “**ABL Credit Agreement**” and the facility evidenced thereunder, the “**ABL Facility**”).

B. The Borrower, the Lenders party hereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Superpriority Administrative Agent**”) are parties to that certain Term Loan Credit Agreement, dated as of September 23, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, including as amended by the Superpriority Forbearance Agreement referred to herein, the “**Superpriority Credit Agreement**”, and the facility evidenced thereunder, the “**Superpriority Facility**” and, together with the ABL Facility, the “**Pre-Petition Facilities**”).

C. On February [22], 2026 (the “**Petition Date**”), the Borrower and certain Subsidiaries and Affiliates of the Borrower (each, a “**Chapter 11 Debtor**” and collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) initiating their respective cases under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) which are being jointly administrated under lead Case No. [] (collectively, the “**Chapter 11 Cases**”), and each Chapter 11 Debtor has continued and is continuing in the possession of its properties and management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

D. The Borrower has requested to obtain from the Lenders, and the Lenders have agreed to provide, a post-petition debtor-in-possession financing facility (including the delayed-draw term loans made hereunder), subject to the terms and conditions of this Agreement and the Orders (as defined herein) in order to (i) fund the continued operation of the Borrower’s and the other Loan Parties’ businesses during the pendency of the Chapter 11 Cases and (ii) refinance a portion of the obligations under the Pre-Petition Facilities, subject to the terms and conditions set forth in this Agreement and the Orders.

E. The relative priority of the facility established herein with respect to the Collateral granted to secure the Obligations shall be as set forth in the Orders upon entry thereof by the Bankruptcy Court and subject and subordinate only to the Carve-Out in accordance with the Orders and other exceptions set forth in the Orders.

F. In consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

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

“**ABL Credit Agreement**” has the meaning assigned to such term in the recitals.

“**ABL Forbearance Agreement**” means that certain Second Forbearance Agreement, dated as of October 19, 2025, by and among the Borrower, the ABL Agent, JPMorgan Chase Bank, N.A., as collateral agent, and the lenders party thereto.

“**ABR**”, when used in reference to (a) a rate of interest, refers to the Alternate Base Rate, and (b) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

“**Acceptable Plan**” means a chapter 11 plan of reorganization or liquidation that on the effective date thereof pays in full in cash the lenders under the Pre-Petition Facilities and the facility documented by this Agreement for all obligations or a chapter 11 plan of reorganization or liquidation that is otherwise satisfactory to the Administrative Agent and the Required Lenders hereunder and under the Pre-Petition Facilities.

“**Account(s)**” has the meaning assigned to such term in the Security Agreement.

“**Account Debtor**” means any Person obligated on an Account.

“**Acquisition**” means any transaction, or any series of related transactions, consummated on or after the Effective Date, by which any Loan Party (a) acquires any or all or substantially all of the assets of any Person (or any line of business or division thereof), whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Equity Interests of a Person that have ordinary voting power for the election of directors or other similar management personnel of a Person (other than Equity Interests having such power only by reason of the happening of a contingency) or a majority of the outstanding Equity Interests of a Person.

“**Adjusted Term SOFR Rate**” means, for any interest period, an interest rate per annum equal to (a) the Term SOFR Rate for such interest period, plus (b) 0.10%.

“**Administrative Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, 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 specified Person.

“Agent Parties” means, collectively, the Administrative Agent and its Related Parties.

“Aggregate Commitment” means, at any time, the aggregate of the Commitments of all of the Lenders, as increased or reduced from time to time pursuant to the terms and conditions hereof. As of the Effective Date, the Aggregate Commitment is \$25,514,586.52.

“Aggregate Exposure” means, at any time, the aggregate Exposure of all the Lenders at such time.

“Agreement” has the meaning specified in introductory paragraph hereof.

“Allocable Amount” has the meaning assigned to such term in Section 10.10(b).

“Allowed Professional Fees” has the meaning assigned to such term in the Interim DIP Order.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus $\frac{1}{2}$ of 1% and (c) the Adjusted Term SOFR Rate for a one month interest period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Percentage” means, with respect to any Lender, (a) with respect to Loans, a percentage equal to a fraction the numerator of which is such Lender’s Commitment and the denominator of which is the Aggregate Commitment (provided that, if the Commitments have

terminated or expired, the Applicable Percentages shall be determined based upon such Lender's share of the Aggregate Exposure at that time), and (b) with respect to the Aggregate Exposure, a percentage based upon its share of the Aggregate Exposure and the unused Commitments; provided that, in accordance with Section 2.22, so long as any Lender is a Defaulting Lender, such Defaulting Lender's Commitment shall be disregarded in the calculations under clauses (a) and (b) above.

"Applicable Rate" means, for any day, with respect to any Loan, a rate per annum equal to 6.50%.

"Applicable Ticking Fee Rate" means, for any day, with respect to the commitment fees payable hereunder, a rate per annum equal to 0.35%.

"Approved Appraiser" has the meaning assigned to such term in the ABL Credit Agreement.

"Approved DIP Budget" means a written rolling 13-week budget setting forth on a line-item and aggregate basis the Chapter 11 Debtors' projected cash receipts and cash disbursements on a weekly basis, including such line-items for (i) "Receipts," "Operating Expenditures (including Capital Expenditures)," "Professional Expenses," and "Other Disbursements" and projected "Receipts," "Operating Expenditures (including Capital Expenditures)," "Professional Expenses," "Other Disbursements," and "Liquidity"; provided that the Approved DIP Budget shall include no less detail and information than the Approved Budget under and as defined in the Superpriority Credit Agreement and (ii) anticipated uses of the Loans for such period, in each case, on a weekly basis, which budget shall be updated on the Thursday of every four weeks following entry of the Interim DIP Order and in form and substance acceptable to the Administrative Agent and the Loan Parties (it being understood and agreed that the first such Approved DIP Budget shall be attached to and deemed approved by the Administrative Agent and the Loan Parties upon entry of the Interim DIP Order); provided that, if the Administrative Agent does not provide written notice to the Borrower of the approval or disapproval of the proposed budget within five (5) Business Days of delivery, the Administrative Agent will be deemed to have approved such proposed budget. No Approved DIP Budget shall contemplate or permit Growth Capital Expenditures other than Permitted Growth Capital Expenditures set forth in the Initial DIP Budget, which amounts may, to the extent not disbursed during such initial DIP Budget Period, be carried forward for use in any Subsequent DIP Budget. To the extent that any updated budget is not acceptable to the Administrative Agent, the then-existing Approved DIP Budget will remain the "Approved DIP Budget" until replaced by an updated budget that is acceptable to the Administrative Agent. Notwithstanding anything in the Orders, this Agreement, or the Approved DIP Budget to the contrary, nothing in the Approved DIP Budget shall serve as a cap or a limitation on the fees and expenses for the professionals of the Loan Parties.

"Approved Fund" has the meaning assigned to such term in Section 9.04(b)(ii).

"Approved Sale" means a sale or series of sales of all or substantially all Collateral on terms and subject to documentation satisfactory to the Administrative Agent and the Required Lenders, the proceeds of which shall be swept to pay down any Obligations under and as defined in this Agreement, or in any of the Pre-Petition Facilities, respectively, other than as agreed

pursuant to an Approved DIP Budget to be agreed among the Borrower, the Administrative Agent, the Required Lenders, the Superpriority Administrative Agent and the ABL Agent in connection with the closing of any such sale.

“**ARI**” has the meaning assigned to such term in Section 6.06(b).

“**ARI Fleet**” has the meaning assigned to such term in Section 6.06(b).

“**Assignment and Assumption**” means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent and the Borrower.

“**Availability**” means, at any time, an amount equal to (a) the Aggregate Commitment *minus* (b) the Aggregate Exposure (calculated, with respect to any Defaulting Lender, as if such Defaulting Lender had funded its Applicable Percentage of all outstanding Borrowings).

“**Availability Period**” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments (and, if such day is not a Business Day, then on the immediately preceding Business Day).

“**Available Commitment**” means, at any time, with respect to any Lender, the Commitment *minus* the Exposure of such Lender (calculated, with respect to any Defaulting Lender, as if such Defaulting Lender had funded its Applicable Percentage of all outstanding Borrowings).

“**Average Balance**” means an average daily closing balance (calculated as of the last day of each calendar month).

“**Bail-In Action**” means 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**” means (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).

“**Banking Services**” means each and any of the following bank services provided to any Loan Party or its Subsidiaries by (i) any Lender or any of its Affiliates or (ii) any Person who was a Lender or an Affiliate of a Lender at the time such Banking Services Obligation was created or, if in existence on the Effective Date, on the Effective Date: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) stored value cards, (c) merchant processing services, and (d) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions,

return items, any direct debit scheme or arrangement, overdrafts and interstate depository network services).

“Banking Services Obligations” means any and all obligations of the Loan Parties or its Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bankruptcy Event” means, with respect to any Person, when such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, 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 permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Beneficial Owner” means, with respect to any U.S. federal withholding Tax, the beneficial owner, for U.S. federal income tax purposes, to whom such Tax relates.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations 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.”

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Bid Deadline” means such date for the submission of binding qualified bids in accordance with the Bidding Procedures Order.

“Bidding Procedures Order” means an order of the Bankruptcy Court approving procedures for the sale of all or substantially all of the assets of the Chapter 11 Debtors, which

order contains sales milestones and deadlines in form and substance acceptable and is otherwise in form and substance reasonably acceptable to the Administrative Agent and the Loan Parties.

“**Board**” means the Board of Governors of the Federal Reserve System of the United States.

“**Borrower**” means Axiom Energy Services, LP, a Texas limited partnership.

“**Borrower Materials**” has the meaning assigned to such term in Section 5.01.

“**Borrowing**” means Loans made, converted or continued on the same date.

“**Borrowing Base**” has the meaning assigned to such term in the ABL Credit Agreement.

“**Borrowing Base Assets**” means assets of a type that could be included in the calculation of the Borrowing Base.

“**Borrowing Base Certificate**” has the meaning assigned to such term in the ABL Credit Agreement.

“**Borrowing Base Parties**” means, collectively, the Borrower and each Subsidiary of the Borrower that is a Loan Party.

“**Borrowing Request**” means a request by the Borrower for a Borrowing in accordance with Section 2.03.

“**Burdensome Restrictions**” means any consensual encumbrance or restriction of the type described in clause (a) or (b) of Section 6.10.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in Houston, Texas, New York, New York or Chicago, Illinois.

“**Capital Expenditures**” means, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries prepared in accordance with GAAP.

“**Capital Lease Obligations**” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“**Carve-Out**” has the meaning assigned to such term in the Interim DIP Order.

“**Carve-Out Trigger Notice**” has the meaning assigned to such term in the Interim DIP Order.

“Cash Management Motion” means the Chapter 11 Debtors’ motion for entry of interim and final orders (a) authorizing the Chapter 11 Debtors to (i) continue to operate their cash management system and honor pre-petition obligations related thereto, (ii) maintain existing bank accounts, (iii) perform intercompany transactions in the ordinary course and (iv) maintain existing business forms and (b) granting related relief to be filed on the docket of the Bankruptcy Court.

“Cash Management Order” means an order entered by the Bankruptcy Court in the Chapter 11 Cases governing the Chapter 11 Debtors’ authorization to continue using its cash management system.

“CFC” means a “controlled foreign corporation” within the meaning of Section 957(a) of the Code.

“Change in Control” means (a) the Permitted Investors shall cease to own, free and clear of all Liens or other encumbrances, at least 50.1% of the outstanding voting Equity Interests of Holding on a fully diluted basis; (b) the occupation at any time of a majority of the seats (other than vacant seats) on the board of directors of Holding by Persons who were not (i) directors of Holding on the date of this Agreement, nominated, appointed or approved for consideration by shareholders for election by the board of directors of Holding, (ii) approved by the board of directors of Holding as director candidates prior to their election, nor (iii) appointed by directors so nominated, appointed or approved; (c) Holding shall cease to own, directly, 100% of the limited partner interests of the Borrower and 100% of the Equity Interests of the General Partner; (d) the General Partner shall cease to own, directly, 100% of the general partner interests of the Borrower; (e) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Borrower and its Subsidiaries, taken as a whole, to any Person (including any “person” (as that term is used in Section 13(d)(3) of the Exchange Act)) other than any of the Permitted Investors; (f) any change of control (or similar event, however denominated) with respect to Holding, the General Partner or the Borrower shall occur under the Second Lien Loan Documents or any Subordinated Indebtedness or (g) one or more sales of all or substantially all of the assets of the Loan Parties have been consummated pursuant to the Chapter 11 Cases.

“Change in Law” means the occurrence after the date of this Agreement (or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement) of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) compliance by any Lender (or, for purposes of Section 2.17(b), by any lending office of such Lender or by such Lender’s holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States 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, issued or implemented.

“**Chapter 11 Cases**” means cases to be commenced by voluntary petitions filed by the Borrower and certain of its Subsidiaries and Affiliates under the Bankruptcy Code in the Bankruptcy Court.

“**Chapter 11 Debtors**” has the meaning set forth in the recitals.

“**Charges**” has the meaning assigned to such term in Section 9.17.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (except as otherwise provided herein), and the rules and regulations and published interpretations promulgated thereunder.

“**Collateral**” means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of any Loan Party, now existing or hereafter acquired, that may at any time be, become or be intended to be, subject to a security interest or Lien in favor of the Administrative Agent, on behalf of itself and the Lenders and other Secured Parties, to secure all or part of the Secured Obligations.

“**Collateral Documents**” means the collective reference to the Orders and any security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

“**Collection Account**” has the meaning assigned to such term in the ABL Credit Agreement.

“**Commitment**” means, with respect to each Lender, the commitment, if any, of such Lender to make Loans hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender’s Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The amount of each Lender’s Commitment as of the Effective Date is set forth on the Commitment Schedule.

“**Commitment Schedule**” means the Schedule attached hereto and identified as such.

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

“**Communications**” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent or any Lender by means of electronic communications pursuant to this Agreement, including through a Platform.

“Compressor Packages” means natural gas compression equipment generally consisting of an engineered package of major serial numbered components including an engine, compressor, compressor cylinders, natural gas and engine jacket cooler, control devices and ancillary piping mounted on a metal skid.

“Compressor Units” means completed Compressor Packages of any Borrowing Base Party held by such Person and available for use by such Person in providing compression services to its customers in the ordinary course of business.

“Confidential Information” means all information relating to Holding, the General Partner, the Borrower and/or any of its Subsidiaries and their respective businesses or the Transactions (including any information obtained by the Administrative Agent or any Lender, or any of their respective Related Parties, based on a review of any books and records relating to Holding, the General Partner, the Borrower and/or any of its Subsidiaries and their respective Affiliates from time to time, including prior to the date hereof) other than any such information that is publicly available to the Administrative Agent or Lender on a non-confidential basis prior to disclosure by Holding, the General Partner, the Borrower or any of its Subsidiaries.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

“Controlled Disbursement Account” means any account designated as a “Controlled Disbursement Account” in writing by the Borrower to the Administrative Agent and maintained with the Administrative Agent as a zero balance, cash management account pursuant to and under any agreement between the Borrower and the Administrative Agent, as modified and amended from time to time, and through which all disbursements of the Borrower, any other Loan Party and any designated Subsidiary of the Borrower are made and settled on a daily basis with no uninvested balance remaining overnight.

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to such term in Section 9.21.

“Credit Party” means the Administrative Agent or any other Lender.

“CRO” means a chief restructuring officer of Holding pursuant to documentation in form and substance reasonably acceptable to the Administrative Agent, in each case, the identity of which and the scope of engagement shall be reasonably satisfactory to the Administrative Agent, and such engagement and appointment as an officer shall be pursuant to an engagement letter and resolutions or consents, in each case in form and substance reasonably acceptable to the Administrative Agent.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Default Right” has the meaning assigned to such term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans or (ii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

“Deposit Account Control Agreement” has the meaning assigned to such term in the Security Agreement.

“DIP Budget Period” means the period from the entry of the Interim DIP Order to the fourth Thursday following the entry of the Interim DIP Order and subsequent DIP Budget Periods set at four-week periods thereafter.

“DIP Motion” means the motion for interim and final orders (a) authorizing the Chapter 11 Debtors to obtain post-petition financing, (b) authorizing the Chapter 11 Debtors to use cash collateral, (c) granting liens and providing superpriority administrative expense claims, (d) granting adequate protection, (e) modifying the automatic stay, (f) scheduling a final hearing and (g) granting related relief to be filed on the docket of the Bankruptcy Court.

“Disqualified Capital Stock” means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock or pursuant to customary provisions relating to redemptions upon a change of control or sale of assets but only so long as such rights of the holders thereof upon a change of control or sale of assets shall not be permitted to be exercised until the earlier of (a) the Maturity Date and (b) the Termination Date), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Indebtedness or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is one hundred eighty (180) days after the earlier of (a) the Maturity Date and (b) the Termination Date; provided that if any such Equity Interest is issued pursuant to a plan for the benefit of the employees, directors or officers of the Borrower or any Restricted Subsidiary or by any such plan to such Persons, such Equity Interest shall not be regarded as an Equity Interest constituting Disqualified Capital Stock solely because it may be required to be repurchased by the Borrower, or any other Restricted Subsidiary in order to satisfy applicable regulatory obligations.

“Dividing Person” has the meaning assigned to such term in the definition of “Division.”

“Division” means the division of the assets, liabilities and/or obligations of a Person (the **“Dividing Person”**) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“Division Successor” means any Person(s) that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“Document(s)” has the meaning assigned to such term in the Security Agreement.

“dollars” or **“\$”** refers to lawful money of the U.S.

“Domestic Subsidiary” means each Subsidiary that is not a Foreign Subsidiary.

“EBITDA” means, for any period, Net Income *plus*, to the extent deducted from revenues in determining Net Income, (a) Interest Expense, (b) expense for Taxes paid or accrued, (c) depreciation, (d) amortization, (e) extraordinary losses (as determined in accordance with GAAP) incurred other than in the ordinary course of business, (f) fees, expenses and charges relating to the Transactions, or the negotiation, arrangement, placement, documentation, execution, delivery and administration of the Loan Documents, (g) the Mobilization Amortization Amount; provided that that any amount added back pursuant to this clause (g) that constitutes New Mobilization Amortization Amount shall not exceed \$1,000,000 for any Rolling Period, (h) non-cash goodwill, compression equipment and intangible asset impairment charges, (i) non-recurring cash charges, and (j) non-recurring, non-cash charges (provided that any cash actually paid with respect to such non-cash charges shall be deducted from EBITDA when paid), *minus*, to the extent

included in Net Income, Extraordinary Gains, all calculated for the Borrower and its Restricted Subsidiaries consolidated in accordance with GAAP; provided that amounts added back pursuant to clauses (i) and (j) shall not exceed 5% of EBITDA (calculated without giving effect to such addbacks) in any Fiscal Year on a combined basis.

“ECP” means an “eligible contract participant” as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

“EEA Financial Institution” means (a) any institution 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 institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegate) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Electronic System” means any electronic system, including e-mail, e-fax, web portal access for the Borrower, a Platform, and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

“Eligible Accounts” has the meaning assigned to such term in the ABL Credit Agreement.

“Eligible Equipment” has the meaning assigned to such term in the ABL Credit Agreement.

“Eligible Inventory” has the meaning assigned to such term in the ABL Credit Agreement.

“Eligible New Rental Fleet” has the meaning assigned to such term in the ABL Credit Agreement.

“Eligible Production Fleet” has the meaning assigned to such term in the ABL Credit Agreement.

“Eligible Rental Compressors” has the meaning assigned to such term in the ABL Credit Agreement.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to public or worker health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” has the meaning assigned to such term in the Security Agreement.

“Equity Interests” means shares of capital stock, units, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing (until so converted or exchanged).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations and published interpretations thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is (i) treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code and (ii) under common control, within the meaning of Section 4001(a)(14) of ERISA. Any entity that qualified as an ERISA Affiliate on any date prior to the date hereof, shall continue to be an ERISA Affiliate, under this definition, for any period during which any Loan Party could remain liable under the Code or ERISA on account of such prior ERISA Affiliate status.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the thirty (30) day notice period is waived), (b) the existence with respect to any Plan of a non-exempt Prohibited Transaction; (c) the failure to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived, with respect to any Plan, (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (e) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan, (f) the receipt by any Loan Party or any ERISA

Affiliate from the PBGC or a Plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the incurrence by any Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any ERISA Affiliate from any Plan or Multiemployer Plan, or (h) the receipt by any Loan Party or any ERISA Affiliate of any notice from any Multiemployer Plan, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition upon any Loan Party or any ERISA Affiliate of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, “insolvent” within the meaning of Section 4245 of ERISA, in “endangered” or “critical” status (within the meaning of Sections 431 or 432 of the Code or Sections 304 or 305 of ERISA), or terminated (within the meaning of Section 4041A of ERISA).

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

“Event of Default” has the meaning assigned to such term in Article VII.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Capital Expenditures” means, for any period, Capital Expenditures:

- (a) included in the Financed Portion of Capital Expenditures;
- (b) made during such period from the proceeds of casualty insurance settlements, condemnation or eminent domain awards and other settlements in respect of lost, destroyed, damaged or condemned assets, equipment or other property;
- (c) to the extent the consideration paid for the property included in such Capital Expenditure during such period consists of any combination of (i) equipment or property traded in at the time of such purchase and (ii) the proceeds of a reasonably concurrent sale or other disposition of equipment or property;
- (d) that are accounted for as Capital Expenditures during such period in connection with transactions constituting Investments permitted under Section 6.04;
- (e) constituting interest capitalized during such period to the extent included in Interest Expense during such period; and
- (f) the book value of any asset owned by the Borrower or any of the Restricted Subsidiaries prior to or during such period to the extent that such book value is included as a Capital Expenditure during such period as a result of the Borrower’s or such Restricted Subsidiary’s reusing or beginning to reuse such asset without a corresponding expenditure actually having been made.

“Excluded Deposit Accounts” means (i) each deposit account for which all of the deposits consist of amounts utilized to fund payroll, employee benefit or Tax obligations of the Borrower and its Subsidiaries, (ii) escrow, trust or fiduciary accounts, (iii) “zero balance” accounts, (iv) trust

and suspense deposit accounts of the Borrower and any Restricted Subsidiary solely holding amounts held for the benefit of third parties and (v) any account with an Average Balance of less than or equal to \$100,000 (or such greater amount acceptable to the Administrative Agent in its sole discretion for individual accounts due to unanticipated circumstances); provided that, to the extent deposit accounts not subject to a Deposit Account Control Agreement that are Excluded Deposit Accounts pursuant to this clause (v) (the “**Excluded Threshold Accounts**”) have an aggregate Average Balance in excess of \$250,000, the Loan Parties shall, within five (5) days after the applicable calendar month end (or such later date acceptable to the Administrative Agent in its sole discretion), provide Deposit Account Control Agreements to the Administrative Agent on such Excluded Threshold Accounts sufficient to cause the aggregate Average Balance of the Excluded Threshold Accounts to be less than or equal to \$250,000 as of such calendar month end if such Deposit Account Control Agreements had then been in effect. Notwithstanding anything to the contrary herein, in no event shall the Funding Account constitute an Excluded Deposit Account.

“**Excluded Subsidiary**” means: (i) any Subsidiary that is not a direct or indirect Wholly-Owned Subsidiary of a Loan Party; (ii) subject to Section 5.14(a), any Subsidiary of a Loan Party that, individually, or in the aggregate together with all other Subsidiaries excluded via this clause (ii), accounts for less than 2.5% of the EBITDA of the Borrower and its Restricted Subsidiaries; (iii) any direct or indirect Foreign Subsidiary of any Loan Party; (iv) any Domestic Subsidiary (x) that is a direct or indirect Subsidiary of a Foreign Subsidiary that is a CFC or (y) substantially all of whose assets (whether held directly or indirectly) consist of Equity Interests and/or indebtedness of one or more Foreign Subsidiaries that are CFCs; and (v) any Unrestricted Subsidiaries; provided that, notwithstanding anything to the contrary herein, no Subsidiary that is a Chapter 11 Debtor shall be an Excluded Subsidiary.

“**Excluded Swap Obligation**” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an ECP at the time the Guarantee of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“**Excluded Taxes**” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest

in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.21(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.19, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.19(f), and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Excluded Threshold Accounts" has the meaning assigned to such term in the definition of "Excluded Deposit Accounts".

"Exposure" means, with respect to any Lender at any time, the outstanding principal amount of such Lender's Loans.

"Extraordinary Gains" means extraordinary gains realized other than in the ordinary course of business otherwise included as Net Income and/or EBITDA, including (for the avoidance of doubt) any gains (a) attributable to a business other than the primary business of the Borrower or any Subsidiary thereof or (b) that are non-recurring.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement 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 entered into in connection with the implementation of the foregoing.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

"Final DIP Order" means the final order entered by the Bankruptcy Court in the Chapter 11 Cases approving, among other things, (a) the Loan Parties' entry into the Loan Documents, (b) the incurrence of the Obligations and the making of the Loans hereunder, (c) the granting of the super-priority claims and liens against the Loan Parties and their assets, (d) the use of cash collateral, and (e) the granting of adequate protection to the secured parties in respect of each Loan Document and the Obligations, in each case, on a final basis, in form and substance acceptable to the Administrative Agent and the Required Lenders, which shall be in full force and effect and shall not be reversed, vacated, stayed, amended, supplemented or otherwise modified without the prior written consent of the Administrative Agent and the Required Lenders.

"Final Payment Date" means the earlier of (a) the Maturity Date and (b) the termination of any Commitments then outstanding (if any) and acceleration of the Loans pursuant to Article VII.

“Financed Portion of Capital Expenditures” means, for any period:

(a) eighty percent (80%) of Capital Expenditures for the purchase, make ready and electric conversion of Compressor Units, Processing and Production Units and Generator Units, in each case not constituting maintenance Capital Expenditures, plus

(b) the portion of Capital Expenditures during such period financed with the proceeds of any issuance or sale of Equity Interests or contribution to the capital of the Borrower, plus

(c) the portion of any other Capital Expenditures during such period financed with Indebtedness permitted by Section 6.01 (other than the Loans).

“Financial Officer” means, as to any Person, the chief financial officer, chief accounting officer, treasurer, assistant treasurer or controller of such Person, and with respect to any of the Loan Parties, the CRO.

“First Day Orders” means all material orders entered by the Bankruptcy Court pursuant to motions filed on or about the Petition Date by the Chapter 11 Debtors. The First Day Orders, including the Cash Management Order, must be in form and substance reasonably acceptable to the Administrative Agent and the Loan Parties, and the Interim DIP Order must be in form and substance acceptable to the Administrative Agent.

“Fixed Charge Coverage Ratio” means, as of any date of determination, the ratio of (a) EBITDA for the most recently ended Rolling Period minus Unfinanced Capital Expenditures for such Rolling Period to (b) Fixed Charges for such Rolling Period, all calculated for the Borrower and its Restricted Subsidiaries on a consolidated basis.

“Fixed Charges” means, for any period, without duplication, cash Interest Expense, plus scheduled principal payments in respect of long-term Indebtedness made during such period (other than (i) intercompany payments among the Borrower and the Restricted Subsidiaries, (ii) repayments of principal on the Loans and (iii) payments of principal to the extent made with the proceeds of Indebtedness incurred to finance or refinance such principal payments), plus scheduled principal payments in respect of Indebtedness under the Second Lien Loan Documents, plus Capital Lease Obligation payments, plus expenses for Taxes paid in cash, plus Tax Distributions paid in cash, to the extent not included in cash expense for Taxes, plus Restricted Payments paid in cash, to the extent not included in the above mentioned Tax Distributions; all calculated for the Borrower and its Restricted Subsidiaries on a consolidated basis.

“Flood Laws” has the meaning assigned to such term in Section 8.10.

“Foreign Lender” means any Lender that is not a U.S. Person.

“Foreign Subsidiary” means each Restricted Subsidiary that is incorporated under the laws of any jurisdiction other than the United States, any state thereof, or any territory thereof.

“Funding Account” means the deposit account of the Borrower to which the Administrative Agent is authorized by the Borrower to transfer the proceeds of any Borrowings

requested or authorized pursuant to this Agreement, as set forth in a written notice delivered to the Administrative Agent on or prior to the Effective Date; provided, that the Funding Account shall at all times be maintained with the Administrative Agent and be subject to a first priority, perfected Lien in favor of the ABL Agent.

“Funding Date” means, with respect to each Loan, the date on which such Loan is advanced to the Borrower hereunder.

“GAAP” means, subject to Section 1.04, generally accepted accounting principles in the United States as in effect from time to time.

“General Partner” means Axiom Energy Services Management, LLC, a Texas limited liability company.

“Generator Packages” means natural gas generator equipment generally consisting of an engineered package of major serial numbered components including an engine, generator, natural gas and engine jacket cooler, control devices and ancillary piping mounted on a metal skid.

“Generator Units” means completed Generator Packages of any Borrowing Base Party held by such Person and available for use by such Person in providing generation services to its customers in the ordinary course of business.

“Governmental Authority” means the government of the United States, any other nation or any political subdivision thereof, whether state or local, 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.

“Growth Capital Expenditure” means a (a) purchase of a Compressor Unit, Processing and Production Unit and/or Generator Unit (or any component of the foregoing), or (b) Capital Expenditures for make ready, redeployment and/or electric conversion of Compressor Units, Processing and Production Units and Generator Units other than, in the case of this clause (b), Capital Expenditures constituting maintenance Capital Expenditures.

“Guarantee” of or by any Person (the **“guarantor”**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the **“primary obligor”**) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or customary and reasonable indemnity obligations entered into in connection with any acquisition or disposition or

other transaction in the ordinary course of business. “**Guaranteed**” has the meaning correlative thereto.

“**Guaranteed Obligations**” has the meaning assigned to such term in Section 10.01.

“**Guarantor Payment**” has the meaning assigned to such term in Section 10.10(a).

“**Guarantors**” means all Loan Guarantors and all non-Loan Parties who have delivered an Obligation Guaranty, and the term “Guarantor” means each or any one of them individually; provided, that each Chapter 11 Debtor (other than the Borrower) shall be a Guarantor hereunder.

“**Hazardous Materials**” means: (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the U.S. Department of Transportation (or any successor agency) (49 C.F.R. §172.101) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

“**Holding**” means E3 Compression Holdings LLC, a Delaware limited liability company.

“**Indebtedness**” means, for any Person, the sum of the following (without duplication): (a) all obligations of such Person (whether created or assumed) for borrowed money or evidenced by bonds, debentures, notes or other similar instruments, (b) all obligations of such Person (whether contingent or otherwise) in respect of bankers’ acceptances, letters of credit, surety or other bonds and similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (other than for borrowed money and excluding (i) accounts payable and accrued expenses incurred in the ordinary course of business on terms customary in the trade and (ii) accrued pension costs and other employee benefit and compensation obligations arising in the ordinary course of business), (d) all Capital Lease Obligations in respect of which such Person is liable (whether contingent or otherwise), (e) all Indebtedness (as described in the other clauses of this definition) of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, provided that the amount of Indebtedness for purposes of this clause (e) shall be an amount equal to the lesser of the unpaid amount of such Indebtedness and the fair market value of the encumbered property, (f) all Indebtedness (as described in the other clauses of this definition) of others Guaranteed by such Person or in respect of which such Person otherwise assures a creditor against loss, (g) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position of others or to purchase the Indebtedness of others, (h) Disqualified Capital Stock, (i) any Indebtedness (as described in the other clauses of this definition) of a Special Entity for which such Person is liable either by agreement or because of a requirement of any Governmental Authority, but only to the extent of the maximum liability of such Person under such agreement or requirement of Governmental Authority, (j) all net mark to market obligations of such Person under Swap Agreements, and (k) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by, or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in the foregoing clause (a) hereof, Other Taxes.

“Indemnitee” has the meaning assigned to such term in Section 9.03(c).

“Ineligible Institution” has the meaning assigned to such term in Section 9.04(b).

“Initial DIP Budget” has the meaning assigned to such term in the Orders.

“Intercreditor Agreement” means that certain Amended and Restated Intercreditor Agreement dated as of September 23, 2022, among the Borrower, each other Loan Party from time to time party thereto, the Administrative Agent, as the First Lien Agent, and the Second Lien Agent, and each additional representative party thereto from time to time, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Interest Expense” means, with reference to any period, total interest expense (including that attributable to Capital Lease Obligations and the interest portion of any deferred payment obligation, but excluding amortization of deferred financing costs and amortization of original issue discount on any Indebtedness) of the Borrower and its Restricted Subsidiaries for such period with respect to all outstanding Indebtedness of the Borrower and its Restricted Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net costs under Swap Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP), calculated on a consolidated basis for the Borrower and its Restricted Subsidiaries for such period in accordance with GAAP.

“Interim DIP Order” means an interim order entered by the Bankruptcy Court in the Chapter 11 Cases approving, among other things, (a) the Loan Parties’ entry into the Loan Documents, (b) the incurrence of the specified Pre-Petition Facility Obligations and the making of the Loans hereunder, (c) the granting of the super-priority claims and liens against the Loan Parties and their assets, (d) the use of cash collateral, and (e) the granting of adequate protection to the secured parties in respect of each Pre-Petition Facility, in each case, on an interim basis, which order shall be in form and substance acceptable to the Administrative Agent, in its sole discretion, and shall be in full force and effect, and shall not, subject to entry of the Final DIP Order, be reversed, stayed, amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

“Inventory” has the meaning assigned to such term in the Security Agreement.

“Investment” means, collectively, the formation of any subsidiary, or the purchase, holding or acquisition (including pursuant to any merger with any Person that was not a Loan Party and a wholly owned Subsidiary prior to such merger) of any evidences of Indebtedness or Equity Interests or other securities (including any option, warrant or other right to acquire any of the foregoing) of, making or permitting to exist any loans or advances to, the Guarantee of any obligations of, or making or permitting to exist any investment or any other interest in, any other Person, or the purchase or other acquisition (in one transaction or a series of transactions) of any

assets of any other Person constituting a business unit (whether through purchase of assets, merger or otherwise).

“IRS” means the United States Internal Revenue Service.

“Joinder Agreement” means a Joinder Agreement in substantially the form of Exhibit D.

“JPMCB” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity.

“Lender” means, as of any date of determination, a Lender with a Commitment or, if the Commitments have terminated or expired, a Lender with Exposure.

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender-Related Person” has the meaning assigned to such term in Section 9.03(b).

“Lenders” means the Persons listed on the Commitment Schedule and any other Person that shall have become a Lender hereunder pursuant to an Assignment and Assumption, other than any such Person that ceases to be a Lender hereunder pursuant to an Assignment and Assumption.

“Liabilities” means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

“Lien” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, in the nature of security. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person in a transaction intended to create a financing.

“Loan” means each loan made pursuant to Section 2.01 and each Roll-Up Loan made pursuant to Section 2.02.

“Loan Documents” means, collectively, this Agreement, any promissory notes issued pursuant to this Agreement, the Upfront Fee Letter, the Collateral Documents, the Loan Guaranty, any Obligation Guaranty, the Intercreditor Agreement and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered by a Loan Party to, or in favor of, the Administrative Agent or any Lender, each compliance certificate delivered pursuant to Section 5.01(f), each Borrowing Request or and each consent, waiver, subordination agreement, intercreditor agreement executed by the Borrower in connection with the commercial lending facility made available hereunder. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, amendments and restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Guarantor” means each Loan Party.

“Loan Guaranty” means Article X of this Agreement.

“Loan Parties” means, collectively, the Borrower, the General Partner, Holding, the Subsidiary Guarantors and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and their successors and assigns, and the term “Loan Party” shall mean any one of them or all of them individually, as the context may require.

“Loans” means the loans and advances made by the Lenders pursuant to this Agreement.

“Management Conference Call” has the meaning assigned to such term in Section 5.18(e).

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower and its Restricted Subsidiaries taken as a whole, other than any effect arising individually or in the aggregate, solely from events leading up to the commencement of the Chapter 11 Cases which have been disclosed to the Administrative Agent and identified as a potential Material Adverse Effect on the Management Conference Call or otherwise in writing, (b) the ability of any Loan Party to perform any of its Obligations, (c) the Collateral, or the Administrative Agent’s Liens (on behalf of itself and other Secured Parties) on the Collateral or the priority of such Liens, or (d) the rights of or benefits available to the Administrative Agent or the Lenders under any of the Loan Documents (other than the commencement of a proceeding under chapter 11 of the Bankruptcy Code and the commencement of the Chapter 11 Cases, the events that lead to the commencement of the Chapter 11 Cases, events that customarily and reasonably result from the commencement of the Chapter 11 Cases (in each cases, other than matters affecting the Loan Parties that are not subject to the automatic stay) and the consummation of the transactions contemplated by the First Day Orders).

“Material Contract” means any and all agreements, contracts, arrangements, understandings, commitments or otherwise, under which the payments to the Loan Parties and/or revenue to the Loan Parties is, or is reasonably likely to be, in excess of \$1,000,000 annually.

“Material Indebtedness” means Indebtedness (other than the Loans), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and its Restricted Subsidiaries in an aggregate principal amount exceeding \$500,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Borrower and its Restricted Subsidiaries in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Maturity Date” means the earlier of (a) the date that is 90 days from the Petition Date (which date may be extended by an additional 30 days at the election of all Lenders), (b) the consummation of a sale of all or substantially all of the Chapter 11 Debtors’ assets, (c) the effective date of a chapter 11 plan of any Loan Party that has been confirmed by an order entered by the Bankruptcy Court in any of the Chapter 11 Cases and (d) the date all of the Loans become due and payable under this Agreement and the Orders, whether by acceleration or otherwise.

“Maximum Rate” has the meaning assigned to such term in Section 9.17.

“Milestones” means the milestones set forth in Section 5.19 hereof.

“Mobilization Amortization Amount” means the amortizing upfront costs paid by the Borrower or any of its Restricted Subsidiaries to deploy Compressor Units for use by customers to the extent such amounts are of the type that are identified by the Borrower as “mobilization amortization” charges for the Rolling Period ending prior to the Amendment No. 3 Effective Date (as defined in the ABL Credit Agreement).

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA with respect to which any Loan Party or any ERISA Affiliate could reasonably be expected to have any liability.

“Net Income” means, for any period, the consolidated net income (or loss) for such period of the Borrower and its Restricted Subsidiaries consolidated in accordance with GAAP; provided that there shall be excluded, to the extent otherwise included in the determination of net income, (a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Borrower or any of its Restricted Subsidiaries, (b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which the Borrower or any of its Restricted Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or Restricted Subsidiary in the form of dividends or similar distributions and (c) additions to undistributed earnings of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary in respect of such additions is at the time of the determination of net income, and to the extent thereof, prohibited by the terms of any contractual obligation (other than under any Loan Document) or applicable law with respect to such Subsidiary.

“Net Proceeds” means, with respect to any Prepayment Event, (a) the cash proceeds received in respect of such Prepayment Event including (without duplication) (i) any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, minus (b) the sum (without duplication) of (i) all reasonable fees and out-of-pocket expenses paid to third parties (other than Affiliates) in connection with such Prepayment Event, (ii) in the case of a sale, transfer or other disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a condemnation or similar proceeding), the amount of all payments required to be made as a result of such event to repay Indebtedness (other than Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event, including accrued but unpaid interest thereon and any premiums payable with respect thereto, (iii) the amount of all Taxes paid (or reasonably estimated to be payable by the Borrower, its Restricted Subsidiaries or their equity holders) and the amount of any escrows established to fund contingent liabilities reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly

attributable to such event (as determined reasonably and in good faith by a Financial Officer of the Borrower) and (iv) amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Prepayment Event (provided that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Proceeds).

“New Mobilization Amortization Amount” means any Mobilization Amortization Amount incurred after September 30, 2024, which New Mobilization Amortization Amount for any Rolling Period shall be determined by reference to the period of four (4) consecutive fiscal quarters of the Borrower most recently ended for which financial statements have been delivered in accordance with Section 5.01(a) or 5.01(b). Notwithstanding anything herein to the contrary, for purposes of calculating the New Mobilization Amortization Amount for any Rolling Period ended after September 30, 2024, the New Mobilization Amortization Amount shall be deemed as follows: (a) for the Rolling Period ending December 31, 2024, the New Mobilization Amortization Amount shall be deemed to be the New Mobilization Amortization Amount for the fiscal quarter ending December 31, 2024 multiplied by four, (b) for the Rolling Period ending March 31, 2025, the New Mobilization Amortization Amount shall be deemed to be (i) the sum of the New Mobilization Amortization Amount for the fiscal quarter ending December 31, 2024, plus the New Mobilization Amortization Amount for the fiscal quarter ending March 31, 2025 multiplied by (ii) two and (c) for the Rolling Period ending June 30, 2025, the New Mobilization Amortization Amount shall be deemed to be (i) the New Mobilization Amortization Amount for the fiscal quarter ending December 31, 2024, plus the New Mobilization Amortization Amount for the fiscal quarter ending March 31, 2025, plus the New Mobilization Amortization Amount for the fiscal quarter ending June 30, 2025, multiplied by (ii) four-thirds (4/3).

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Obligated Party” has the meaning assigned to such term in Section 10.02.

“Obligation Guaranty” means any Guarantee of all or any portion of the Secured Obligations executed and delivered to the Administrative Agent for the benefit of the Secured Parties by a guarantor who is not a Loan Party.

“Obligations” means all unpaid principal of and accrued and unpaid interest on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations

and indebtedness (including interest and fees accruing during the pendency the Chapter 11 Cases or any other bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Loan Parties to any of the Lenders, the Administrative Agent or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Orders” means, collectively, the Interim DIP Order and, from and after its entry by the Bankruptcy Court, the Final DIP Order.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection 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 any Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.21).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Participant” has the meaning assigned to such term in Section 9.04(c).

“Participant Register” has the meaning assigned to such term in Section 9.04(c).

“Payment” has the meaning assigned to such term in Section 8.12(a).

“Payment in Full” means (a) the payment in full in cash of the Obligations (other than indemnification or reimbursement obligations under Section 2.17 and Section 2.19 for which the Borrower has not been notified and contingent indemnification obligations that are expressly stated to survive repayment of the Loans hereunder) under the Loan Documents and (b) the termination of the Commitments.

“Payment Notice” has the meaning assigned to such term in Section 8.12(b).

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Periodic Variance Report” has the meaning assigned to such term in Section 5.18(d).

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Encumbrances” means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) (i) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in good faith by appropriate proceedings and adequate reserves are being maintained in accordance with GAAP if so required and (ii) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law and arising in the ordinary course of business which are overdue for a period of more than 30 days so long as such Liens do not secure obligations in an aggregate amount that equals or exceeds \$3,500,000; provided that Liens in existence on or before the Effective Date shall only be permitted in reliance of this clause (ii) to the extent such Liens are disclosed on Schedule 6.02;

(c) pledges and deposits made in the ordinary course of business in compliance with (i) workers’ compensation, unemployment insurance and other social security laws or regulations, and (ii) public utility services provided to the Borrower or a Subsidiary;

(d) deposits to secure the performance of bids, contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) licenses and sublicenses existing as of the Effective Date (it being understood that any licenses of any intellectual property owned by a Loan Party or a Restricted Subsidiary shall be on a non-exclusive basis) granted by a Loan Party or a Restricted Subsidiary and leases and subleases (by a Loan Party or a Restricted Subsidiary as lessor or sublessor) to third parties in the ordinary course of business and not interfering with the business of the Loan Party or a Restricted Subsidiary;

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Restricted Subsidiary; and

(h) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary, (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business, (iv) attaching to commodity trading or other brokerage accounts incurred in the ordinary course of business and (v) encumbering reasonable customary initial deposits and margin deposits;

provided that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness, except with respect to Liens of the type described in clause (d) above for which no action has been taken by the holder of such Lien to enforce its rights with respect thereto and in clause (h) above.

“Permitted Growth Capital Expenditure” means a Growth Capital Expenditure that is (a) permitted pursuant to the terms of the Superpriority Credit Agreement for which an invoice has been issued prior to the Effective Date (as defined in the Superpriority Credit Agreement) (and for which such invoice was not issued in contemplation thereof) so long as the goods and/or services that are the subject of such Growth Capital Expenditure have been delivered and/or performed in their entirety, as applicable, and shall be subject to the Approved DIP Budget and (b) for redeployment, make ready and/or electric conversion for the purposes of redeploying a Compressor Unit, Processing and Production Unit and/or Generator Unit; provided that such Growth Capital Expenditures shall exclude disbursements for new-build, configuration changes, and zero-hour redeployment expenditures, shall be subject to the Approved DIP Budget and shall only be permitted to the extent that (x) at the time of such Growth Capital Expenditure, for any Growth Capital Expenditure that is for redeployment or make ready under any services contract or work order for the provision of compression services or equipment rental (other than such Growth Capital Expenditures specified on Schedule 1.01C, which are subject to clause (y) hereof), the Administrative Agent, in its sole discretion, must be satisfied that (1) such redeployment or make ready expenditure will be or is made pursuant to an active or executed contract with respect to the Compressor Unit, Processing and Production Unit and/or Generator Unit to be redeployed or made ready and (2) such redeployment or make ready expenditure will be or is being undertaken for the purpose of maintaining or increasing cash flows in connection with the Sale Transaction or increasing the purchase price thereof or (y) such Growth Capital Expenditures are specified on Schedule 1.01C.

“Permitted Investments” means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within one year from the date of acquisition thereof and having, at such date of acquisition, a credit rating no lower than A2 or P2 as such rating is set forth by S&P or Moody’s, respectively;

(c) investments in certificates of deposit, bankers' acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any Lender or the domestic office of any commercial bank organized under the laws of the United States or any State thereof which has a combined capital and surplus and undivided profits of not less than \$100,000,000 (as of the date of such Lender's or bank or trust company's most recent financial reports) and has a short term deposit rating of no lower than A2 or P2, as such rating is set forth from time to time by S&P or Moody's, respectively;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above; and

(e) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$1,000,000,000.

"Permitted Investors" means each of (a) Energy Spectrum Partners VIII LP and its controlling owners and (b) any direct or indirect Wholly-Owned Subsidiary of Energy Spectrum Partners VIII LP or its Wholly-Owned Subsidiaries.

"Permitted Proceeds Withdrawal" has the meaning set forth in Section 6.14.

"Permitted Sale" has the meaning set forth in Section 6.02(b).

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

"Petition Date" has the meaning set forth in the recitals.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an **"employer"** as defined in Section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

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

"Pre-Petition Facilities" has the meaning assigned to such term in the recitals.

"Prepayment Event" means:

(a) any sale, transfer or other disposition (including any sale, transfer, or disposition of assets pursuant to a sale and leaseback transaction or an Approved Sale, but

excluding any sale, transfer or other disposition of assets among Restricted Subsidiaries permitted under Section 6.05 or Section 6.09 or any Permitted Sale) of any property or asset of the Borrower or any Subsidiary Guarantor which results in Net Proceeds in any fiscal year of the Borrower in excess of \$100,000 individually or in the aggregate;

(b) 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 the Borrower or any Subsidiary Guarantor which results in Net Proceeds in any fiscal year of the Borrower in excess of \$100,000;

(c) the issuance by the Borrower of any Equity Interests, or the receipt by the Borrower of any capital contribution; or

(d) the incurrence by the Borrower or any Subsidiary Guarantor of any Indebtedness, other than Indebtedness permitted by Section 6.01.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the 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 Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Proceeding” means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

“Processing and Production Units” means processing and production units, engine driven coolers, phase separators, scavengers, tanks and related equipment of the Loan Parties.

“Prohibited Transaction” means a prohibited transaction as defined in Section 406 of ERISA and Section 4975(c) of the Code.

“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.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to such term in Section 9.21.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Loan Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify

as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“**Recipient**” means, as applicable, (a) the Administrative Agent and (b) any Lender, or any combination thereof (as the context requires).

“**Register**” has the meaning assigned to such term in Section 9.04(b)(iv).

“**Regulations T, U, and X**” mean Regulations T, U, and X of the Board, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person’s Affiliates.

“**Release**” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of any substance into the environment.

“**Relevant Default**” means, with respect to any Material Contract, a default under such Material Contract or breach of the terms thereof by a Chapter 11 Debtor that gives the counterparty the right to (a) withhold, delay, condition, set-off or reduce any payment owed to such Chapter 11 Debtor or (b) terminate such Material Contract, unless, in either case, such default or breach is directly attributable to the commencement of the Chapter 11 Cases; provided that any such default or breach that is directly attributable to a Permitted Encumbrance shall only be a Relevant Default if the counterparty to such Material Contract (i) asserts in writing or otherwise provides notice of its intention to (A) withhold, delay, condition, set-off or reduce any such payment or (B) terminate such Material Contract or (ii) actually withholds, delays, conditions, sets-off or reduces any such payment; provided that those defaults and/or breaches specified on Schedule 1.01B shall not be deemed to constitute a Relevant Default.

“**Report**” means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the assets of the Borrowing Base Parties from information furnished by or on behalf of the Borrower, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

“**Required Lenders**” means, at any time, Lenders (other than Defaulting Lenders) having Exposures and unused Commitments representing more than 50% of the sum of the Aggregate Exposure and unused Commitments at such time; provided that, if there are two or more unaffiliated Lenders at such time, then Required Lenders shall require at least 2 unaffiliated Lenders.

“**Requirement of Law**” means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation and bylaws or other organizational or governing documents of such Person and (b) any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any

arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reserves” has the meaning given to such term in the ABL Credit Agreement.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” means, as to any Person, the Chief Executive Officer, the President or any Financial Officer of such Person and, with respect to any of the Loan Parties, the CRO.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in Holding, the General Partner, the Borrower or any Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in Holding, the General Partner, the Borrower or any Restricted Subsidiary.

“Restricted Subsidiary” means any Subsidiary of the Borrower (unless otherwise specified) that is not an Unrestricted Subsidiary.

“Retiree Medical Plan” means any retiree medical benefit plan or arrangement sponsored, maintained, or contributed to, or required to be contributed to, by any Loan Party.

“Roll-Up Loans” has the meaning assigned to such term in Section 2.02(c).

“Rolling Period” means the period of four (4) consecutive fiscal quarters of the Borrower most recently ended for which financial statements have been delivered in accordance with Section 5.01(a) or 5.01(b), as applicable.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

“Sale and Leaseback Transaction” has the meaning assigned to such term in Section 6.06(a).

“Sale Transaction” means the sale of all or substantially all of the assets of the Loan Parties and their Subsidiaries (x) pursuant to Section 363 or Section 1129 of the Bankruptcy Code or (y) otherwise, in a manner that is satisfactory to the Required Lenders.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, any Person subject to, or the target of, any Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons

maintained by the U.S. government, including by OFAC, the U.S. Department of State or the U.S. Department of Commerce or by the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b) (including, without limitation for purposes of defining a Sanctioned Person, as ownership and control may be defined and/or established in and/or by any applicable laws, rules, regulations, or orders).

"Sanctions" means all economic or financial sanctions or trade embargoes or similar restrictions imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission of the U.S.

"Second Lien Agent" means Permico, Inc., in its capacity as "Administrative Agent" under the Second Lien Credit Agreement, together with its successors and permitted assigns.

"Second Lien Credit Agreement" means that certain Amended and Restated Second Lien Credit Agreement dated as of September 22, 2022, among the Second Lien Agent, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto as "Loan Parties", and the financial institutions from time to time party thereto as "Lenders", as the same may be amended, restated, supplemented or otherwise modified from time to time in a manner that would not contravene this Agreement or the Intercreditor Agreement.

"Second Lien Loan Documents" means the Second Lien Credit Agreement and each other "Loan Document" as defined in the Second Lien Credit Agreement, and any other loan documents entered into in connection therewith, including as security for the payment or performance of any Indebtedness thereunder, in each case, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified from time to time in a manner that would not contravene this Agreement or the Intercreditor Agreement.

"Secured Obligations" means all Obligations, together with all (i) Banking Services Obligations and (ii) Swap Agreement Obligations; provided that the Lender party thereto (other than JPMCB) shall have delivered written notice to the Administrative Agent that the relevant Swap Agreement has been entered into and that it constitutes a Secured Obligation entitled to the benefits of the Collateral Documents; provided further, that the definition of "Secured Obligations" shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Swap Obligations of such Guarantor for purposes of determining any obligations of any Guarantor.

"Secured Parties" means (a) the Administrative Agent, (b) the Lenders, (c) each provider of Banking Services, to the extent the Banking Services Obligations in respect thereof constitute Secured Obligations, (d) each counterparty to any Swap Agreement, to the extent the obligations thereunder constitute Secured Obligations, (e) the beneficiaries of each indemnification obligation

undertaken by any Loan Party under any Loan Document and (f) the successors and assigns of each of the foregoing.

“Security Agreement” means that certain Third Amended and Restated Pledge and Security Agreement, dated as of September 23, 2022, between the Loan Parties and the ABL Agent, and any other pledge or security agreement entered into, after the date of this Agreement by any other Loan Party (as required by this Agreement or any other Loan Document) or any other Person for the benefit of the ABL Agent and the other Secured Parties, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Significant Domestic Subsidiary” means (i) each Domestic Subsidiary of the Borrower that is not an Excluded Subsidiary and (ii) each Subsidiary of the Borrower that guarantees any third party Material Indebtedness of any Loan Party.

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“Specified Asset Purchase Agreement” means that certain Asset Purchase Agreement dated as of, and as in effect on, February 16, 2026 by and among Service Compression, LLC, as purchaser, and Holdings, the Borrower and its subsidiaries and affiliates signatory thereto as the sellers, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time (without giving effect to any such amendment, restatement, amendment and restatement, supplement or other modification thereto (including any consents or waivers thereto by Holdings, the Borrower or any sellers thereunder) that are materially adverse to the interests of the Lenders (each of the foregoing, a **“Restricted Amendment”**) unless such Restricted Amendment has been approved by the Administrative Agent and the Required Lenders (it being understood and agreed that any Restricted Amendment that decreases the final purchase price under the Specified Asset Purchase Agreement or any other Restricted Amendment that could reasonably be expected to have the effect of reducing the consideration payable under the Specified Asset Purchase Agreement shall be deemed to be materially adverse to the Lenders)).

“Special Entity” means any joint venture, limited liability company or partnership, general or limited partnership or any other type of partnership or company other than a corporation in which the Borrower or one or more of its other Subsidiaries is a member, owner, partner or joint venturer and owns, directly or indirectly, at least a majority of the equity of such entity or controls such entity, but excluding any tax partnerships that are not classified as partnerships under state law. For purposes of this definition, any Person which owns directly or indirectly an equity investment in another Person which allows the first Person to manage or elect managers who manage the normal activities of such second Person will be deemed to “control” such second Person (e.g., a sole general partner controls a limited partnership).

“Specified SLB Transaction” means those transactions contemplated by the lease agreement dated on or about March 6, 2025 by and between the Borrower, as lessee, and Robert Stiles, as lessor.

“Statements” has the meaning assigned to such term in Section 2.20(g).

“Subordinated Indebtedness” of a Person means any Indebtedness of such Person the payment of which is expressly subordinated in writing to payment of the Secured Obligations to the reasonable satisfaction of the Administrative Agent.

“Subsequent DIP Budget” has the meaning assigned to such term in Section 5.18(b).

“subsidiary” means, with respect to any Person (the **“parent”**) at any date, any entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held.

“Subsidiary” means any direct or indirect subsidiary of the Borrower or of another Loan Party, as applicable.

“Subsidiary Guarantor” means all Subsidiaries of the Borrower other than Excluded Subsidiaries.

“Superpriority Facility Payoff” has the meaning assigned to such term in Section 4.01(l).

“Superpriority Forbearance Agreement” means that certain Second Forbearance to Term Loan Credit Agreement, dated as of November 25, 2025, by and among the Borrower, the Superpriority Administrative Agent, JPMorgan Chase Bank, N.A., as collateral agent, and the lenders party thereto.

“Supported QFC” has the meaning assigned to such term in Section 9.21.

“Swap Agreement” means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock, phantom unit, or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

“Swap Agreement Obligations” means any and all obligations of the Loan Parties and their Restricted Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder with a Lender or an Affiliate of a Lender, or a Person who was a Lender or an Affiliate of a Lender at time of entering into any such Swap Agreement as the swap provider (but excluding any transaction or confirmation under any Swap Agreement entered into (i) after such swap provider ceases to be a Lender or an Affiliate of a Lender or (ii) after assignment by such swap provider to another swap provider that is not a Lender of an Affiliate of a Lender), (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction and (c) the Swap Agreements in existence on the Effective Date and set forth on Schedule 1.01A.

“Swap Obligation” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

“Tax and Trust Funds” means cash, cash equivalents or other assets comprised solely of (a) funds used for payroll and payroll Taxes and other employee benefit payments to or for the benefit of such Loan Party’s employees in the current period (which may be monthly or quarterly, as applicable), (b) all Taxes required to be collected, remitted or withheld in the current period (which may be monthly or quarterly, as applicable) (including, without limitation, federal and state withholding Taxes (including the employer’s share thereof)) and (c) any other funds which any Loan Party holds in trust or as an escrow or fiduciary for another person (which is not a Loan Party or a Restricted Subsidiary) in the ordinary course of business.

“Tax Distributions” means, for any taxable period or portion thereof of the Borrower during which the Borrower is a pass-through entity for United States federal income tax purposes (including, for the avoidance of doubt, a disregarded entity not treated as separate from its owner), payments and distributions that are distributed or deemed distributed from the Borrower to the holders of its Equity Interests in an amount equal to the product of (x) such holder’s allocable share of the taxable income of the Borrower for such taxable period, including estimates thereof and adjustments resulting in “imputed underpayments” as described in Section 6225(b) of the Code or any analogous provision of state or local law and (y) an assumed tax rate equal to the highest combined marginal U.S. federal, state and local income tax rate that is applicable to any holder of Equity Interests in Borrower for such taxable period (taking into account the character (including but not limited to, long-term capital gain, qualified dividend income and tax exempt income) of the current period taxable income).

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term SOFR Determination Day” has the meaning assigned to such term in the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, at any time of determination, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable interest period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the **“Term SOFR Determination Day”**), and for any tenor comparable to the applicable interest period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR

Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

“Termination Date” means the date on which all Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full.

“Total Indebtedness” means, at any time (without duplication), all Indebtedness for borrowed money, including Indebtedness evidenced by notes, bonds, debentures, or similar evidences of Indebtedness, Capital Lease Obligations, revolving credit and short-term Indebtedness extendible beyond one year at the option of the debtor, including, in the case of the Borrower and its Restricted Subsidiaries, the funded Obligations, current maturities of long-term Indebtedness and all obligations of such Person (x) to pay the deferred purchase price of property or services and (y) (without duplication) accounts payable owing by such Person and accrued expenses incurred by such Person in the ordinary course of business on terms customary in the trade, to the extent of each such obligation, account payable and accrued expense described in the preceding clauses (x) and (y) is at least sixty (60) days overdue; provided that such obligations, accounts payable and accrued expenses described in the preceding clauses (x) and (y) shall only increase Total Indebtedness to the extent the aggregate amount of such obligations, accounts payable and accrued expenses of such Person is in excess of \$5,000,000 at such time (and any such increase shall only be in the amount of such excess).

“Total Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Indebtedness as of such date to (b) EBITDA, for the most recently ended Rolling Period, all calculated for the Borrower and its Restricted Subsidiaries on a consolidated basis in accordance with GAAP.

“Transactions” means the execution, delivery and performance by the Borrower and the other Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Alternate Base Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Texas or in any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

“UK Financial Institutions” 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.

“Unfinanced Capital Expenditures” means, for any period, Capital Expenditures (other than Excluded Capital Expenditures).

“United States” or **“U.S.”** means the United States of America.

“Unrestricted Subsidiary” has the meaning assigned to such term in the Security Agreement. As of the Effective Date, there are no Unrestricted Subsidiaries.

“Upfront Fee Letter” has the meaning assigned to such term in Section 2.13(b).

“Upfront Fees” has the meaning assigned to such term in Section 2.13(b).

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Special Resolution Regime” has the meaning assigned to such term in Section 9.21.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.19(f)(ii)(B)(3).

“USA PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

“Variance Testing Date” has the meaning assigned to such term in Section 5.18(d).

“Wholly-Owned Subsidiary” of a Person means, any Subsidiary all of the outstanding Equity Interests of which shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Sections 4203 and 4205, respectively, of ERISA.

“Write-Down and Conversion Powers” means, (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.

“Written Information” has the meaning assigned to such term in Section 3.11(a).

Section 1.02 [Reserved].

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official published rulings of a Governmental Authority having the force of law) and all judgments, orders and decrees of all Governmental Authorities. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) except as otherwise provided herein, any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented, otherwise modified or replaced (subject to any restrictions on such amendments, restatements, amendments and restatements, supplements, modifications or replacements set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) 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) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word “from” means “from and including”, the word “to” means “to but excluding” and the word “through” means “through and including”, (f) 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, (g) any reference in any definition to the phrase “at any time” or “for any period” shall refer to the same time or period for all calculations or determinations within such definition, (h) any reference herein to “consistent with past practice of the applicable Loan Party or Restricted Subsidiary” shall be construed to refer to such past practices taken as a whole and will not give regard to any such conduct that is engaged in irregularly or sparingly by such Loan Party or Restricted Subsidiary, (i) 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 (j) any reference herein to “knowledge of a Loan Party” or to “a Loan Party’s

knowledge” shall be construed to mean the actual knowledge of a Responsible Officer of such Loan Party.

Section 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if after the date hereof there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding anything to the contrary contained in this Section 1.04 or the definitions of GAAP or of Capital Lease Obligations, in no event will any lease that would have been categorized as an operating lease as determined in accordance with GAAP prior to giving effect to the Financial Accounting Standards Board Accounting Standard Update 2016-02, Leases (Topic 842), issued in February 2016, or any other changes in GAAP subsequent to the Effective Date be considered a Capital Lease Obligation for purposes of this definition or Agreement.

Section 1.05 Pro Forma Adjustments for Acquisitions and Dispositions. To the extent the Borrower or any Restricted Subsidiary makes any acquisition permitted pursuant to Section 6.04 or disposition of assets outside the ordinary course of business permitted by Section 6.05, or to the extent the financial covenants set forth in Section 6.12 are otherwise required under this Agreement to be calculated on a pro forma basis, then in each case for purposes of making any calculation of EBITDA or Interest Expense with respect to financial ratios required by this Agreement, such calculation shall be made for the most recently ended Rolling Period; provided, for the avoidance of doubt, that (x) any calculation of Indebtedness with respect to such financial ratios shall be made as of the date of such transaction and shall include any incurrence and repayment of Indebtedness as of such date and (y) each of the Total Leverage Ratio and the Fixed Charge Coverage Ratio shall be calculated after giving pro forma effect thereto (including pro forma adjustments arising out of events which are attributable to the acquisition or the disposition of assets, are factually supportable and are expected to have a continuing impact, as certified by a Financial Officer of the Borrower, as if such acquisition or such disposition (and any related incurrence, repayment or assumption of Indebtedness) had occurred in the first (1st) day of such Rolling Period).

Section 1.06 Time for Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day (other than as described in the definition of Alternate Base Rate or Federal Funds Effective Rate), the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be.

Section 1.07 Status of Obligations. In the event that the Borrower or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Borrower shall take

or cause such other Loan Party to take all such actions as shall be necessary to cause the Secured Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Secured Obligations are hereby designated as “senior indebtedness” and as “designated senior indebtedness” and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

Section 1.08 [Reserved].

Section 1.09 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.15(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.10 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

THE CREDITS

Section 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender severally (and not jointly) agrees to make Loans in dollars to the Borrower from time to time during the Availability Period (i) on the Effective Date (such Loan, the “**Initial Loan**”), (ii) on the first Monday following the first full week after the Effective Date, (iii) upon entry of the Final DIP Order and (iv) on each Monday of every other calendar week thereafter in an aggregate principal amount that will not result in (a) such Lender’s Exposure exceeding such Lender’s Commitment or (b) the Aggregate Exposure exceeding the Aggregate Commitment, in each case, without giving effect to any termination described in the last sentence of this Section 2.01 (so long as all conditions set forth in Section 4.02 shall have been satisfied (or waived in accordance with Section 9.02)); provided that the aggregate principal amount of Loans made on each Funding Date shall be at least \$250,000. Once borrowed, the Borrower may not reborrow any Loans that have been repaid or prepaid, whether in whole or in part. Upon any funding of any Loan hereunder by any Lender, a portion of such Lender’s Commitment equal to the amount of such Loan shall terminate immediately and without further action on the Funding Date of such Loan.

Section 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender’s failure to make Loans as required.

(b) [Reserved].

(c) On and after the Effective Date (as specified herein and in the Orders), subject to the Orders, the following obligations of the Loan Parties shall be deemed converted into and exchanged in each case on a cashless dollar-for-dollar basis into borrowings of Loans hereunder (the following subclauses (i) – (iv) together, the “**Roll-Up Loans**”) with all such Roll-Up Loans being deemed made by the Lenders ratably in accordance with their respective Commitments:

(i) on the Effective Date (subject only to entry of the Interim DIP Order), all Obligations under and as defined in the Superpriority Credit Agreement, in an aggregate principal amount of \$13,160,147, shall be deemed converted into and exchanged on a cashless basis for Roll-Up Loans hereunder and such amount of Roll-Up Loans shall be deemed funded on the Effective Date, without constituting a novation, and shall satisfy and discharge such Obligations under the Superpriority Credit Agreement in accordance with the Orders;

(ii) in addition, on the Effective Date (subject only to entry of the Interim DIP Order), the Upfront Fees shall be deemed converted into and exchanged on a cashless basis for Roll-Up Loans hereunder and such amount of Roll-Up Loans shall be deemed funded on the Effective Date;

(iii) in addition, on and after the Effective Date (subject only to entry of the Interim DIP Order), any and all cash receipts received by the Chapter 11 Debtors shall automatically be deemed to pay down, on a daily basis, the Obligations under and as defined in the ABL Credit Agreement and be deemed converted into and exchanged on a cashless basis for Roll-Up Loans hereunder and added to the Obligations hereunder in accordance with the Orders; and

(iv) subject to and upon entry of the Final DIP Order, an additional \$59,856,821 of Obligations under and as defined in the ABL Credit Agreement shall be deemed converted into and exchanged on a cashless basis for Roll-Up Loans hereunder and such amount of Roll-Up Loans shall be deemed funded on the date of entry of the Final DIP Order, without constituting a novation, and shall satisfy and discharge such Obligations under the ABL Credit Agreement in accordance with the Orders.

The Roll-Up Loans shall constitute Loans for all purposes hereunder; provided that the conditions set forth in Section 4.02 shall be deemed to be satisfied in connection with any deemed borrowing contemplated under this Section 2.02(c). Such Roll-Up Loans (x) shall be deemed to repay and refinance obligations under the Superpriority Credit Agreement and the ABL Credit Agreement, respectively, in accordance with the Orders and (y) shall be deemed to pay the Upfront Fees due and payable to the Lenders on the Effective Date in accordance in each case with the Upfront Fee Letter and the Orders.

Section 2.03 Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request either in writing (delivered by hand or facsimile) in a form approved by the Administrative Agent and signed by the Borrower or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, not later than 10:00 a.m., Houston, Texas time, on the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable. Each such written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing; and

(ii) the date of such Borrowing, which shall be a Business Day as described in any of clauses (i) through (iv) of Section 2.01.

Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved].

Section 2.05 [Reserved].

Section 2.06 [Reserved].

Section 2.07 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof solely by wire transfer of immediately available funds by 12:00 p.m., Houston, Texas time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the funds so received in the aforesaid account of the Administrative Agent to the Funding Account.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the Borrower and the applicable Lender severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the ABR. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.08 Interest Elections. Each Borrowing shall be an ABR Borrowing.

Section 2.09 Termination of Commitments. Unless previously terminated, the Commitments shall terminate on the Maturity Date.

Section 2.10 [Reserved].

Section 2.11 Repayment; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Final Payment Date.

(b) On each Business Day, the Administrative Agent shall apply all funds credited to the Collection Account on the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) to prepay the Loans. Notwithstanding the foregoing, to the extent any funds credited to the Collection Account constitute (i) Net Proceeds, the application of such Net Proceeds shall be subject to Section 2.12(c) or (ii) Tax and Trust Funds that have been deposited in an Excluded Deposit Account, the Administrative Agent shall remit such amounts as directed by the Borrower in writing.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder and the Type thereof, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The Register and the corresponding entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form.

Section 2.12 Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (g) of this Section 2.12.

(b) [Reserved].

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of any Loan Party or any Restricted Subsidiary in respect of any Prepayment Event, the Borrower shall, within one (1) Business Day after such Net Proceeds are received by such Loan Party or such Restricted Subsidiary, prepay the Obligations.

(d) [Reserved].

(e) [Reserved].

(f) [Reserved].

(g) The Borrower shall notify the Administrative Agent by telephone (confirmed by facsimile) or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, of any prepayment hereunder not later than 10:00 a.m., Houston, Texas time one (1) Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing

or portion thereof to be prepaid. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.14.

Section 2.13 Fees.

(a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender (other than any Defaulting Lender in accordance with Section 2.22(a)) a commitment fee, which shall accrue at the Applicable Ticking Fee Rate on the average daily amount of the Available Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Commitments terminate in full and equal \$0. Accrued commitment fees shall be payable in arrears on the Maturity Date. All commitment fees shall be computed on the basis of a year of three hundred sixty (360) days and shall be payable for the actual number of days elapsed (including the first day and the last day of each period but excluding the last day of the Availability Period).

(b) The Borrower agrees to pay to the Administrative Agent, for the account of each Lender, the upfront fees (the “Upfront Fees”) set forth in that certain upfront fee letter dated the Effective Date (the “Upfront Fee Letter”) between the Borrower and the Administrative Agent, it being understood and agreed such fees shall be paid in the manner contemplated by Section 2.02(c)(ii).

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

Section 2.14 Interest.

(a) All Loans shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) Notwithstanding the foregoing, during the occurrence and continuance of a Default or an Event of Default each Loan shall bear interest at a rate *per annum* equal to the ABR in effect from time to time plus two percent (2%) *per annum*.

(f) Accrued interest on each Loan (accrued through the last day of the prior month) shall be payable in arrears on the Final Payment Date; provided that interest accrued pursuant to paragraph (e) of this Section shall be payable on demand.

(g) Interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of three hundred sixty-five (365) days (or three hundred sixty-six (366) days in a leap year). In each case interest shall be payable for the actual number of days elapsed (including the first (1st) day but excluding the last day). The Alternate Base Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.15 [Reserved].

Section 2.16 Payment of Obligations. Upon the maturity (whether by acceleration or otherwise) of any of the Secured Obligations under this Agreement or any of the other Loan Documents, the Lenders shall be entitled to immediate payment of such Secured Obligations without further application to or order of the Bankruptcy Court.

Section 2.17 Increased Costs.

(a) If any Change in Law shall

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

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

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, or (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to the Administrative Agent, such Lender of making, continuing, converting into or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by the Administrative Agent, such Lender hereunder (whether of principal, interest or otherwise), then within fifteen (15) Business Days of receipt of a certificate of the type specified in clause (c) below, the Borrower will pay to the Administrative Agent or such Lender, as the case may be, such additional amount or amounts as will compensate the Administrative Agent or such Lender, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital requirements or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of, or the Loans made by, such Lender to a

level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time, within fifteen (15) Business Days of receipt of a certificate of the type specified in clause (c) below, the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error; provided that such certificate from each such Lender shall contain a certification to the Borrower that such Lender is generally requiring reimbursement for the relevant amounts from similarly situated borrowers under comparable syndicated credit facilities. The Borrower shall pay such Lender the amount shown as due on any such certificate within fifteen (15) Business Days after receipt thereof.

(d) Promptly after any Lender has determined that it will make a request for increased compensation pursuant to this Section 2.17, such Lender shall notify the Borrower thereof. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than two hundred seventy (270) days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the two hundred seventy (270)-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.18 [Reserved].

Section 2.19 Withholding of Taxes; Gross-Up.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings on Indemnified Taxes applicable to additional sums payable under this Section 2.19), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.19, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify 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) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent

as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.19(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an executed copy of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income Tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such Tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such Tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the Beneficial Owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form

W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form W-9, and/or other certification documents from each Beneficial Owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable 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 law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender 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 Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.19 (including by the payment of additional amounts pursuant to this Section 2.19), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.19 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no

event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.19 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document (including Payment in Full of the Secured Obligations).

(i) Defined Terms. For purposes of this Section 2.19, the term "applicable law" includes FATCA.

Section 2.20 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.17 or 2.19, or otherwise) prior to 2:00 p.m., Houston, Texas time, on the date when due or the date fixed for any prepayment hereunder, in immediately available funds, without setoff, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent and except that payments pursuant to Sections 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto. 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. Unless otherwise provided for herein, if any payment hereunder shall be due on a day that is not a Business Day, 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 hereunder shall be made in dollars.

(b) All payments and any proceeds of Collateral received by the Administrative Agent (i) not constituting (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower) or (B) a mandatory prepayment (which shall be applied in accordance with Section 2.12) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied, subject to the Orders, ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent from the Borrower (other than in connection with Banking Services Obligations or Swap Agreement Obligations), second, to pay any fees, indemnities, or expense reimbursements then due to the Lenders from the Borrower (other than in connection with Banking Services Obligations or Swap Agreement Obligations), third, to pay interest then due and payable on the Loans ratably, fourth, to prepay principal on the Loans and premium, fifth, ratably to pay any amounts owing

with respect to Swap Agreement Obligations in effect on the Effective Date and set forth on Schedule 1.01A and Swap Agreement Obligations for which the Administrative Agent has received notice from the Borrower in accordance with Section 5.01(d) or from the applicable Loan Party's counterparty to such Swap Agreement in accordance with Section 2.24 (it being understood and agreed that, in accordance with Section 2.24, any provider of Swap Agreements or agreements in respect of Banking Services that is also the Administrative Agent or its Affiliate shall not be required to provide such notice) and Banking Services Obligations up to and including the amount most recently provided to the Administrative Agent pursuant to Section 2.24 (it being understood and agreed that, in accordance with Section 2.24, any provider of Swap Agreements or agreements in respect of Banking Services that is also the Administrative Agent or its Affiliate shall not be required to provide such notice), sixth, any amounts owing with respect to Swap Agreement Obligations which were not paid pursuant to the foregoing clause fifth, and seventh, to the payment of any other Secured Obligation. Notwithstanding the foregoing, amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower, or unless an Event of Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Loan of a Class. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

(c) At the written election and authorization of the Borrower, all payments of principal, interest, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees, costs and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by the Borrower pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of the Borrower (other than an Excluded Deposit Account) maintained with the Administrative Agent. Notwithstanding the foregoing, the Borrower hereby irrevocably authorizes (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03, and (ii) the Administrative Agent to charge any deposit account of the Borrower maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents; provided, that the Administrative Agent agrees not to exercise any of the foregoing rights until the occurrence and during the continuance of an Event of Default.

(d) If, except as otherwise expressly provided herein, any Lender 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 resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other similarly situated Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by all such Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase

price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder or any other Loan Document (including any date that is fixed for prepayment by notice from the Borrower to the Administrative Agent pursuant to the terms hereof), that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment or prepayment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender hereunder. Application of amounts pursuant to (i) and (ii) above shall be made in any order determined by the Administrative Agent in its discretion.

(g) The Administrative Agent may from time to time provide the Borrower with account statements or invoices with respect to any of the Secured Obligations (the "**Statements**"). The Administrative Agent is under no duty or obligation to provide Statements, which, if provided, will be solely for the Borrower's convenience. Statements may contain estimates of the amounts owed during the relevant billing period, whether of principal, interest, fees or other Secured Obligations. If the Borrower pays the full amount indicated on a Statement on or before the due date indicated on such Statement, the Borrower shall not be in default of payment with respect to the billing period indicated on such Statement; provided, that acceptance by the Administrative Agent, on behalf of the Lenders, of any payment that is less than the total amount actually due at that time (including but not limited to any past due amounts) shall not constitute a waiver of the Administrative Agent's or the Lenders' right to receive Payment in Full at another time.

Section 2.21 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.17, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.17 or 2.19, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.17, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.17 or 2.19) and obligations under this Agreement and other Loan Documents to an assignee in accordance with Section 9.04 that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.04, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.17 or payments required to be made pursuant to Section 2.19, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that (x) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to a Platform as to which the Administrative Agent and such parties are participants), and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

Section 2.22 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.13(a);

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.20(b) or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto; and

(c) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 9.02(b)) and the Commitment and Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02) or under any other Loan Document; provided, that, except as otherwise provided in Section 9.02, this clause (c) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby;

In the event that each of the Administrative Agent and the Borrower agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage. Notwithstanding the fact that any Defaulting Lender has adequately remedied all matters that caused such Lender to become a Defaulting Lender, (x) no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender and (y) except to the extent otherwise expressly agreed by the affected parties, no change hereunder from “Defaulting Lender” to “Lender” will constitute a waiver or release of any claim of any party hereunder arising from such Lender’s having been a Defaulting Lender.

Section 2.23 Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations (including a payment effected through exercise of a right of setoff), the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion), then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.23 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.23 shall survive the termination of this Agreement.

Section 2.24 Banking Services and Swap Agreements. Each Lender or Affiliate thereof (other than the Administrative Agent or any Affiliate thereof) providing Banking Services for, or having Swap Agreements with, any Loan Party or any Subsidiary of a Loan Party shall deliver to the Administrative Agent, not later than three (3) Business Days after entering into such Banking Services or Swap Agreements, written notice setting forth the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes) and the aggregate amount of all Banking Services Obligations and Swap Agreement Obligations of such Loan Party or Subsidiary thereof to such Lender or Affiliate (whether matured or unmatured, absolute or contingent). In addition, each such Lender or Affiliate thereof shall deliver to the Administrative Agent, upon a request therefor, a summary of the amounts due or to become due in respect of such Banking Services Obligations and Swap Agreement Obligations. The delivery of the notices required by this Section 2.24 or by the Borrower pursuant to Section 5.01(d) to the Administrative Agent shall be used in determining which tier of the waterfall, contained in Section 2.20(b), such Banking Services Obligations and/or Swap Agreement Obligations will be placed.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders that:

Section 3.01 Organization; Powers. Each Loan Party and each Restricted Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, subject to entry of the Orders, has all requisite power and authority to carry on its business as now conducted and is qualified to do business, and is in good standing, in every jurisdiction where failure to so qualify would reasonably be expected to result in a Material Adverse Effect. No Loan Party or Restricted Subsidiary (or any employee, director, member or representative thereof on behalf thereof) has taken any action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of such Loan Party or Restricted Subsidiary that is not an Excluded Subsidiary.

Section 3.02 Authorization; Enforceability. Subject to entry of the Orders, the Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by holders of Equity Interests in such Loan Party. Subject to entry of the Orders, each Loan Document to which each Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan 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 Governmental Approvals; No Conflicts. Subject to entry of the Orders, and except as a result of, and in connection with, the Chapter 11 Cases, the Transactions (a) do not require any consent or approval of, registration or filing with, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any Requirement of Law applicable to any Loan Party or any Restricted Subsidiary, (c) will not violate or result in a default under any material indenture, agreement or other instrument binding upon any Loan Party or any Restricted Subsidiary or the assets of any Loan Party or any Restricted Subsidiary and (d) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any Restricted Subsidiary, except Liens created pursuant to the Loan Documents, except, in the case of clauses (a), (b) and (c) above, where the failure to do so, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lenders the audited consolidated balance sheet of the Borrower and its Subsidiaries and related statements of operations, members' equity and cash flows as of the end of and for 2024. The financial statements described in the preceding sentence do not, taken as a whole, contain any untrue statement of material fact or omit to state any material fact necessary to make the statements therein, in light of

the circumstances under which they were made, not materially misleading. No Loan Party has any liabilities or obligations of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and whether due or to become due, other than liabilities or obligations included in the financial statements described in the first sentence of this clause (a) or liabilities or obligations arising in the ordinary course of business consistent with past practice.

(b) Since the Petition Date, no event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

Section 3.05 Properties.

(a) As of the date of this Agreement, Schedule 3.05 sets forth a correct and complete list of all material real property owned by each Loan Party, all material leases and subleases of real property by each Loan Party as lessee or sublessee, and all material leases and subleases of real property by each Loan Party as lessor or sublessor. Each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect except as would not reasonably be expected to result in a Material Adverse Effect, and, to the knowledge of such Loan Party, no default by any party to any such lease or sublease exists which would reasonably be expected to result in a Material Adverse Effect. Each of the Loan Parties and each Restricted Subsidiary has good and defensible title to all of its owned real and personal property (i) except in cases where the failure to have said good and defensible title would not reasonably be expected to result in a Material Adverse Effect and (ii) free of all Liens, other than those permitted by Section 6.02.

(b) Each Loan Party and each Restricted Subsidiary owns, or is licensed to use, all material trademarks, tradenames, copyrights, patents and other intellectual property used in its business as presently conducted, except for such trademarks, tradenames, copyrights, patents and other intellectual property, the failure of which to own or license would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. A correct and complete list of all material intellectual property of each Loan Party as of the Effective Date is set forth on Schedule 3.05, and to the knowledge of any Loan Party, the use thereof by each Loan Party and each Restricted Subsidiary does not infringe in any material respect upon the rights of any other Person, and each Loan Party's and each Restricted Subsidiary's rights thereto are not subject to any licensing agreement or similar arrangement, in each case, except (i) as set forth on Schedule 3.05 and (ii) where such infringement agreement or arrangement, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) Subject to any restrictions arising on account of the Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code, other than the Chapter 11 Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Loan Party, threatened in writing against any Loan Party or any Restricted Subsidiary (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or is not otherwise subject to the automatic

stay as a result of the Chapter 11 Cases or (ii) that as of the date hereof involve this Agreement or the Transactions.

(b) Except for any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no Loan Party or any Restricted Subsidiary (i) has received written notice of any claim with respect to any Environmental Liability, (ii) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (iii) has become subject to any unresolved Environmental Liability, or (iv) knows of any reasonable or expected basis for any Environmental Liability.

Section 3.07 Compliance with Laws and Agreements; No Default. Each Loan Party and each Restricted Subsidiary is in compliance with all Requirements of Law applicable to it or its property, and, subject to any restrictions arising on account of the Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code, possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its property and the conduct of its business, except, in each case of the foregoing, where (a) the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (b) non-compliance therewith is permitted by any applicable Governmental Authority (including the Bankruptcy Court) or as a result of the commencement of the Chapter 11 Cases, no Default has occurred and is continuing.

Section 3.08 Investment Company Status. No Loan Party or any Restricted Subsidiary is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

Section 3.09 Taxes. Each Loan Party and each Restricted Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (i) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP, (ii) to the extent otherwise excused or prohibited by the Bankruptcy Code and not otherwise authorized by the Bankruptcy Court or (iii) where failure to file such Tax returns and pay such Taxes would not reasonably be expected to result in a Material Adverse Effect. No Tax liens have been filed and, to the knowledge of such Loan Party or Restricted Subsidiary, no claims are being asserted with respect to any such Taxes which, in each case, would result in a Material Adverse Effect.

Section 3.10 ERISA. (a) Except as would not reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with such Plan's terms and the applicable provisions of ERISA and the Code, and (b) no ERISA Event or other event or condition with respect to a Plan or a Multiemployer Plan has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events or other events or conditions for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of the Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of such Plan and the present value of all

accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87 or subsequent recodification thereof, as applicable) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of all such underfunded Plans.

Section 3.11 Disclosure.

(a) None of the written reports, financial statements, certificates or other information (other than information of a general economic or industry specific nature) furnished by or on behalf of any Loan Party or any Restricted Subsidiary to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished, the “**Written Information**”), when taken as a whole with all other Written Information, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered and, if such projected financial information was delivered prior to the Effective Date, as of the Effective Date (it being understood that actual results may vary from the projected financial information and that such variation may be material).

(b) As of the Effective Date, the information included in the Beneficial Ownership Certification is true and correct.

Section 3.12 [Reserved].

Section 3.13 [Reserved].

Section 3.14 Insurance. Schedule 3.14 sets forth, as of the Effective Date, a description of all insurance maintained by or on behalf of the Loan Parties and the Restricted Subsidiaries as of the Effective Date. As of the Effective Date, all premiums due in respect of such insurance have been paid. Holding, the Borrower and the General Partner maintains or has maintained on its behalf, and has caused each Restricted Subsidiary to maintain or to have maintained on its behalf, with financially sound and reputable insurance companies, insurance on all its real and personal property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are adequate and customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

Section 3.15 Capitalization and Subsidiaries. As of the Effective Date, Schedule 3.15 sets forth (a) a correct and complete list of the name and relationship to the Borrower of each Subsidiary, (b) a true and complete listing of each class of Holding’s, the General Partner’s and the Borrower’s authorized Equity Interests, and (c) the type of entity of Holding, the General Partner, the Borrower and each Subsidiary. All of the issued and outstanding Equity Interests in the General Partner, the Borrower or any Subsidiary owned by any Loan Party have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable. Except as set forth on Schedule 3.15, as of the

Effective Date, there are no outstanding commitments or other obligations of any Loan Party to issue, and no options, warrants, or other rights of any Person to acquire, any shares or units of any class of capital stock, units or other equity interests of any Loan Party.

Section 3.16 Security Interest in Collateral.

(a) The Orders are effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid, enforceable and automatically perfected security interest in the Collateral described therein and proceeds thereof, in each case, having the priorities set forth in the Orders and the Intercreditor Agreement and subject only to the Carve-Out in accordance with the Orders and other exceptions set forth in the Orders.

(b) Pursuant to the Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests.

Section 3.17 Employment Matters. (a) As of the Effective Date, there are no strikes, lockouts or slowdowns against any Loan Party or any Restricted Subsidiary pending or, to the knowledge of any Loan Party, threatened, (b) the hours worked by and payments made to employees of the Loan Parties and their Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, local or foreign law dealing with such matters and (c) all payments due from any Loan Party or any Restricted Subsidiary, or for which any claim may be made against any Loan Party or any Restricted Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Loan Party or such Restricted Subsidiary.

Section 3.18 Federal Reserve Regulations. No part of the proceeds of any Loan has been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Board, including Regulations T, U and X.

Section 3.19 Use of Proceeds. Subject to the Orders, the proceeds of the Loans shall be used only (a) to finance transaction fees, costs and expenses related to the Chapter 11 Cases, the Orders, and hereto (including without limitation Allowed Professional Fees and other administrative fees arising in the Chapter 11 Cases), (b) to finance ongoing debtor-in-possession working capital and for other general corporate purposes of the Loan Parties, (c) in accordance with the terms of the Orders, in each case to the extent not prohibited under applicable law and this Agreement and only in accordance with the Approved DIP Budget (for the avoidance of doubt, Allowed Professional Fees shall be included as a line-item in the Approved DIP Budget) and (d) to refinance obligations under the Pre-Petition Facilities; provided, however, that notwithstanding anything in the Orders, this Agreement, or the Approved DIP Budget to the contrary, nothing in the Approved DIP Budget shall serve as a cap or a limitation on the fees and expenses for the Allowed Professional Fees.

Section 3.20 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party and its Subsidiaries and to their respective officers and directors, and, to the knowledge of such Loan Party, employees and agents, are in

compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party or any Subsidiary or any of their respective directors, officers or employees or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, use of proceeds by any Loan Party, Transaction or other transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

Section 3.21 Common Enterprise. The successful operation and condition of each of the Loan Parties is dependent on the continued successful performance of the functions of the group of the Loan Parties as a whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrower hereunder, both in its separate capacity and as a member of the group of companies. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, in furtherance of its direct and/or indirect business interests, will be of direct and/or indirect benefit to such Loan Party, and is in its best interest.

Section 3.22 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

Section 3.23 No Burdensome Restrictions. No Loan Party is subject to any Burdensome Restrictions except Burdensome Restrictions permitted under Section 6.10.

Section 3.24 DIP Budget. The Initial DIP Budget and each Subsequent DIP Budget is based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, in light of the circumstances under which they were made, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact, such financial information as it relates to future events are subject to uncertainties and contingencies, many of which are beyond the Borrower's control, no assurance can be given that such financial information as it relates to future events will be realized and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein and such differences may be material.

Section 3.25 Plan Assets; Prohibited Transactions. No Loan Party or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations), and neither the execution, delivery nor performance of the transactions contemplated under this Agreement, including the making of any Loan hereunder, will give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Section 3.26 Orders; Bankruptcy Matters.

(a) The Chapter 11 Cases were validly commenced on the Petition Date, and (i) proper notice under the circumstances of the motion seeking approval of the Loan Documents and entry of the Orders was given, and (ii) the hearing for the approval of the Interim DIP Order has been held by the Bankruptcy Court.

(b) After the entry of the Orders, the Obligations will constitute “DIP Superpriority Claims” (as defined in the Orders) and the liens securing the Obligations shall be senior secured, valid, enforceable, and automatically and properly perfected priming liens on the Collateral, having the priorities set forth in the Orders, in each case subject and subordinate in all respects to the Carve-Out in accordance with the Orders and other exceptions set forth in the Orders and the Loan Documents.

(c) The Interim DIP Order (with respect to the period prior to the entry of the Final DIP Order) or the Final DIP Order (with respect to the period on and after the entry of the Final DIP Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended without the Administrative Agent’s consent.

ARTICLE IV

CONDITIONS

Section 4.01 Effective Date. The obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Other Loan Documents. The Administrative Agent (or its counsel) shall have received from each Loan Party (i) that is a party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement, (ii) that is a party to any other Loan Document either (A) a counterpart of such other Loan Document signed on behalf of each party thereto or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page thereof) that each such party has signed a counterpart of such Loan Document and (iii) such other certificates, documents, instruments and agreements as the Administrative Agent may reasonably request in connection with the Transactions, including any promissory notes requested by a Lender pursuant to Section 2.11 payable to each such requesting Lender (or, if requested by such Lender, to such Lender and its registered assigns).

(b) Initial DIP Budget. The Administrative Agent and the Lenders shall have received the Initial DIP Budget, which shall be in form and substance satisfactory to the Administrative Agent and the Loan Parties as set forth on Exhibit B.

(c) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party,

dated the Effective Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its board of directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the officers of such Loan Party authorized to sign the Loan Documents to which it is a party and (C) contain copies of the certificate or articles of incorporation or organization of each Loan Party certified by the relevant authority of the jurisdiction of formation or organization of such Loan Party and a true and correct copy of its by-laws or operating, management or partnership agreement, or other similar organizational or governing documents, and (ii) a good standing certificate for each Loan Party from its jurisdiction of organization or the substantive equivalent available in the jurisdiction of organization for each Loan Party from the appropriate governmental officer in such jurisdiction.

(d) No Default Certificate. The Administrative Agent shall have received a certificate, signed by a Responsible Officer of the Borrower, dated as of the Effective Date (i) stating that no Default has occurred and is continuing and (ii) stating that the representations and warranties contained in the Loan Documents are true and correct in all material respects as of such date (without duplication of any materiality qualifier contained therein) (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 respects as of such earlier date)).

(e) [Reserved].

(f) Fees. Subject to the terms of the Interim DIP Order, all fees and all expenses (including the reasonable and documented out-of-pocket fees and expenses of legal counsel) due and payable to the Lender and the Administrative Agent, for which, with respect to expenses only, invoices have been presented prior to the Effective Date (or such shorter time as reasonably agreed by the Borrower), (i) shall have been received or (ii) shall have been authorized to be paid with proceeds of Loans made on the Effective Date and shall have been reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Effective Date.

(g) Perfection Certificate. The Administrative Agent shall have received an executed perfection certificate in the form previously deemed acceptable by the Administrative Agent.

(h) Corporate Structure. The corporate structure, capital structure, other debt instruments, material accounts, and governing documents of the Borrower and its affiliates, shall be acceptable to the Administrative Agent.

(i) USA PATRIOT Act, Etc. The Administrative Agent shall have received (i) at least three (3) Business Days prior to the Effective Date, all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, for each Loan Party and (ii) a Beneficial Ownership Certification if the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation.

(j) Approvals. Any consent or approval of, registration or filing with, or any other action by, any Governmental Authority and other third parties necessary to be obtained in connection with the Loan Documents shall have been obtained and shall be in full force and effect.

(k) Compliance with Margin Regulations. On the Effective Date, after giving effect to the Transactions contemplated hereby, the parties shall be in compliance with all of the Regulations of the Board, including Regulations T, U and X.

(l) Payoff of Superpriority Facility. Substantially concurrently with the initial extensions of credit under this Agreement on the Effective Date, but subject to entry of the Interim Order, (i) the indebtedness outstanding under the Superpriority Credit Agreement shall have been repaid in full in accordance with the Interim DIP Order, (ii) the commitments outstanding under the Superpriority Facility shall have been terminated and (iii) all guarantees in respect of, and liens securing, obligations under the Superpriority Facility shall have been released and (clauses (i) through (iii) of the foregoing, the “**Superpriority Facility Payoff**”).

(m) Chapter 11 Cases.

(i) The Petition Date shall have occurred.

(ii) The Interim DIP Order shall have been entered on the docket of the Bankruptcy Court which Interim DIP Order shall have been entered no more than three (3) calendar days prior to the Effective Date, and be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Administrative Agent and the Required Lenders.

(iii) All “first day” motions filed by the Chapter 11 Debtors in the Chapter 11 Cases shall be in form and substance reasonably satisfactory to the Administrative Agent and the Loan Parties, including the DIP Motion and the Cash Management Motion submitted by the Chapter 11 Debtors to the Bankruptcy Court on the first day of the Chapter 11 Cases.

(n) No Litigation. Other than the Chapter 11 Cases and as set forth on Schedule 4.01(n), there shall not exist any actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Debtors, threatened in writing against or affecting any Debtor, (i) that involve this Agreement or the transactions contemplated herein or (ii) which is not otherwise subject to the automatic stay as a result of the Chapter 11 Cases.

(o) Secured Obligations. All Obligations shall be secured by a perfected lien and security interest on all Collateral pursuant to and with the priority set forth in, the Interim DIP Order.

(p) Governmental Approvals. All necessary governmental and third party consents and approvals necessary in connection with this Agreement and the Transactions shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Required Lenders) and shall remain in effect; and the making of the loans under

this Agreement shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

(q) Other Documents. The Administrative Agent shall have received such other documents as the Administrative Agent, any Lender or their respective counsel may have reasonably requested.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02). For the purpose of determining satisfaction with the conditions specified in this Section 4.01, each Lender that has signed and delivered this Agreement shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 4.01 unless the Administrative Agent shall have received written notice from such Lender prior to the Effective Date specifying its objection thereto.

Section 4.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, is subject to the satisfaction, or waiver by the Required Lenders, of the following conditions:

(a) The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects with the same effect as though made on and as of the date of such Borrowing (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(b) At the time of and immediately after giving effect to such Borrowing no Default shall have occurred and be continuing.

(c) After giving effect to any Borrowing, Availability shall not be less than zero.

(d) The Bankruptcy Court shall have entered the Interim DIP Order no later than three (3) Business Days after the Petition Date, which Interim DIP Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders. The Bankruptcy Court shall have entered the Final DIP Order no later than thirty (30) calendar days after the Petition Date (or if such thirtieth (30th) calendar day is not a Business Day, the immediately succeeding Business Day), which Final DIP Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Administrative Agent and the Required Lenders.

(e) If applicable, the Administrative Agent and the Lenders shall have received any Subsequent DIP Budget, which shall be in form and substance satisfactory to the Administrative Agent and the Loan Parties.

(f) [reserved].

(g) The Administrative 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, in each case, having the priorities set forth in the Orders and subject and subordinate only to the Carve-Out in accordance with the Interim DIP Order.

(h) [reserved].

(i) The Borrower shall be in compliance in all respects with the Milestones.

(j) The Loan Parties shall be in compliance with the Initial DIP Budget and any Subsequent DIP Budget (subject to the Periodic Variance Report) in all respects.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in this Section.

ARTICLE V

AFFIRMATIVE COVENANTS

Until the Termination Date, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the other Loan Parties, with the Lenders that:

Section 5.01 Financial Statements; Borrowing Base and Other Information. The Borrower will furnish to the Administrative Agent (for prompt delivery to each Lender):

(a) within ninety (90) days after the end of each fiscal year of the Borrower (commencing with the fiscal year ending December 31, 2025), the audited consolidated balance sheet of the Borrower and its Subsidiaries and related statements of operations, members' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent certified public accountants of recognized national standing reasonably acceptable to the Administrative Agent (without a "going concern", or like qualification, commentary or exception (other than any such qualification, commentary or exception to the financial statements delivered hereunder related to the Chapter 11 Cases) and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within forty five (45) days after the end of (i) each of the first three (3) fiscal quarters of each fiscal year of the Borrower (beginning with the fiscal quarter ending September 30, 2025) and (ii) the fiscal quarter ending December 31, 2025, in each case, the unaudited consolidated balance sheet of the Borrower and its Subsidiaries and related statements of operations, members' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of)

the previous fiscal year, subject to normal year-end audit adjustments and the absence of footnotes on a consolidated basis in accordance with GAAP consistently applied;

(c) within thirty (30) days after the end of each fiscal month of the Borrower, its consolidated balance sheet and related statements of operations, members' equity and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, subject to normal year-end audit adjustments and the absence of footnotes on a consolidated basis in accordance with GAAP consistently applied;

(d) (i) concurrently with the delivery of financial statements pursuant to Sections 5.01(a) or 5.01(b), a listing of all Swap Obligations then outstanding and (ii) within ten (10) Business Days of a Loan Party's entry into a Swap Obligation or Banking Services Obligation notice of such transaction, in each case in form and substance reasonably satisfactory to the Administrative Agent and including (A) the market terms thereof, (B) the net value to market value thereof, (C) any requirements of the parties to post margin and (D) the counterparty thereof;

(e) Substantially concurrently with the filing thereof with the Bankruptcy Court, the monthly operating report of the Chapter 11 Debtors required to be filed with the Bankruptcy Court; it is agreed and understood that e-mail notification by counsel to the Chapter 11 Debtors to counsel to the Administrative Agent is sufficient to satisfy this requirement;

(f) concurrently with any delivery of financial statements under clause (a) (b) or (c) above, or the delivery of a Periodic Variance Report under Section 5.18(d), a certificate of a Financial Officer of the Borrower in substantially the form of Exhibit C (i) certifying, in the case of the financial statements delivered under clause (b) or (c), (A) as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, (B) certifying as to whether a Default or Event of Default then exists and, if such Default and/or Event of Default then exists, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (C) at any time that any of the consolidated Subsidiaries of the Borrower are not consolidated Restricted Subsidiaries, setting forth consolidating information that summarizes in reasonable detail the differences between the information relating to the Borrower and its consolidated Restricted Subsidiaries, on the one hand, and all consolidated Unrestricted Subsidiaries, on the other hand, which consolidating information shall be certified by a Financial Officer of the Borrower as having been fairly presented in all material respects, and (ii) in the case of a Periodic Variance Report delivered under Section 5.18(d), (A) setting forth reasonably detailed calculations demonstrating compliance with Section 6.12(d), and (B) certifying that such Periodic Variance Report is true and accurate in all material respects;

(g) To the extent reasonably practicable at least one day prior to, and in any event no later than the day after, such filing or distribution, copies of all pleadings, applications and motions to be filed by or on behalf of the Borrower or any of the Guarantors with the Bankruptcy Court or the United States Trustee in the Chapter 11 Cases, or to be distributed by or on behalf of the Borrower or any of the Guarantors to any official committee appointed in the

Chapter 11 Cases (other than emergency pleadings or motions where, despite such Chapter 11 Debtor's commercially reasonable efforts, such one-day notice is impracticable) and the opportunity to review and comment on each such motion; provided that copies of pleadings, applications and motions to be so filed by or on behalf of the Borrower or any of the Guarantors to the extent directly relating to this Agreement or any other Loan Documents, including, without limitation, any amendment, modification or supplement to this Agreement (or a waiver of the provisions thereof) or any other matter adversely affecting the liens, claims or rights of the Lenders under this Agreement or any other Loan Document in any material respect shall be delivered to the Administrative Agent and counsel to the Administrative Agent at least one day prior to such filing;

(h) each date the following is required to be delivered to the ABL Agent under the terms of the ABL Credit Agreement, a Borrowing Base Certificate and supporting information in connection therewith, together with any additional reports with respect to the Borrowing Base as the Administrative Agent may reasonably request; provided that, notwithstanding the foregoing, at the Borrower's election, in no event shall more than one Borrowing Base Certificate be required to be delivered hereunder in any thirteen (13) day period;

(i) [reserved];

(j) by not more than sixty (60) days after the end of each fiscal year of the Borrower, an annual budget of the Borrower setting forth in reasonable detail, the projected plan and forecast (including projected consolidated balance sheet, income statement and funds flow statement) of the Borrower for each fiscal quarter of the following fiscal year;

(k) on each date the following is required to be delivered to the ABL Agent under the terms of the ABL Credit Agreement:

(i) a detailed aging of the Borrowing Base Parties' Accounts, (A) including all invoices aged by due date and (B) reconciled to the Borrowing Base Certificate delivered as of such date prepared in a manner reasonably acceptable to the Administrative Agent, together with a summary specifying the name, address, and balance due for each Account Debtor;

(ii) a schedule detailing the Borrowing Base Parties' Inventory and Compressor Units, in form reasonably satisfactory to the Administrative Agent, at net book value, (A) with respect to Inventory, by location, by class (raw material, work-in-process and finished goods), by product type, and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower are deemed by the Administrative Agent to be appropriate in its Permitted Discretion, (B) including a report of any variances or other results of Inventory and Compressor Units counts performed by the Borrower since the last Inventory and Compressor Units schedule (including information regarding sales or other reductions, additions, returns, credits issued by Borrower and complaints and claims made against the Borrower), and (C) reconciled to the Borrowing Base Certificate delivered as of such date; and

(iii) a worksheet of calculations prepared by the Borrower to determine Eligible Accounts, Eligible Rental Compressors, Eligible Equipment, Eligible Production Fleet,

Eligible New Rental Fleet and other Eligible Inventory, such worksheets detailing the Accounts and Inventory and Compressor Units excluded from Eligible Accounts, Eligible Inventory, Eligible Rental Compressors, Eligible Equipment, Eligible Production Fleet and Eligible New Rental Fleet;

(iv) a reconciliation of the Borrower's Accounts and Inventory between the amounts shown in the Borrower's general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) above;

(v) a reconciliation of the loan balance per the Borrower's general ledger to the loan balance under this Agreement; and

(vi) an accounts payable aging report in a form reasonably satisfactory to the Administrative Agent setting forth all accounts payable other than general and administrative expenses of the Borrower and its Restricted Subsidiaries and any other information reasonably requested by the Administrative Agent in connection with the foregoing;

(l) copies of any statement or report furnished by any Loan Party to any other party pursuant to the terms of the Second Lien Credit Agreement and not otherwise required to be furnished to the Administrative Agent pursuant to this Agreement;

(m) promptly upon the Administrative Agent's reasonable request:

(i) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(ii) copies of invoices in connection with the invoices issued by the Borrower in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(iii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory or Equipment purchased by any Loan Party; and

(iv) an updated customer list for the Borrowing Base Parties, which list shall state the customer's name, mailing address and phone number, delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent;

(n) [reserved];

(o) promptly following any reasonable request therefor, such other information regarding the operations, material changes in ownership of Equity Interests, business affairs, and financial condition of any Loan Party or any Restricted Subsidiary, as the Administrative Agent may reasonably request from time to time; provided, however, that none of Holding, the General Partner, the Borrower nor any Restricted Subsidiary shall be required to disclose or provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of Holding, the General Partner, the Borrower or any of their respective subsidiaries or any of their respective customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by any applicable

Requirement of Law, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which Holding, the General Partner, the Borrower or any Restricted Subsidiary owes confidentiality obligations to any third party; provided further that the delivery of any certification or information shall not constitute a condition precedent to any transaction otherwise permitted hereunder unless such certification or delivery of information is explicitly stated herein as such a condition precedent; and

(p) promptly following any request therefor, information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

The Borrower hereby acknowledges that the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “**Borrower Materials**”) by posting the Borrower Materials on the Platform.

Section 5.02 Notices of Material Events. Each Loan Party will furnish to the Administrative Agent and each Lender prompt (but in any event within any time period that may be specified below) written notice of the following:

- (a) the existence of any Default or Event of Default;
- (b) receipt of any notice of any investigation by a Governmental Authority or any litigation or proceeding threatened in writing or commenced against any Loan Party or any Restricted Subsidiary that (i) seeks damages in excess of \$500,000, (ii) seeks injunctive relief which would reasonably be expected to result in a Material Adverse Effect, (iii) is asserted or instituted against any Plan, its fiduciaries or its assets which reasonably would be expected to have a Material Adverse Effect, (iv) alleges criminal misconduct that may result in jail time by any officer, director, or employee of any Loan Party or any Restricted Subsidiary, (v) alleges the violation of, or seeks to impose remedies under, any Environmental Law or related Requirement of Law, or seeks to impose Environmental Liability in each case in excess of \$5,000,000 or (vi) asserts liability on the part of any Loan Party or any Restricted Subsidiary in excess of \$5,000,000 in respect of any Tax; provided that any such threat that is not in writing shall be subject to the notification obligations under this Section 5.02(b) to the extent the Borrower reasonably determines that such threat is reasonably likely to give rise to a litigation or proceeding that will commence on or prior to the Maturity Date;
- (c) any loss, damage, or destruction to the Collateral in the amount of \$2,500,000 or more, whether or not covered by insurance;
- (d) within ten (10) Business Days of receipt thereof, any and all default notices received under or with respect to any leased location or public warehouse where Collateral with an aggregate value of \$2,500,000 or more is located;
- (e) all material amendments to any Material Indebtedness, together with a copy of each such amendment;

(f) the occurrence of any ERISA Event or any other event or condition with respect to a Plan, Multiemployer Plan or Retiree Medical Plan that, alone or together with any other ERISA Events or other events or conditions that have occurred, could reasonably be expected to have a Material Adverse Effect;

(g) any other development that results, or could reasonably be expected to result, in a Material Adverse Effect; and

(h) any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Existence; Conduct of Business. Each Loan Party will, and will cause each Restricted Subsidiary to, (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, unless the failure to do so could not reasonably be expected to result in a Material Adverse Effect (provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03), and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted, including any businesses similar, incidental, complementary, ancillary or reasonably related thereto and any reasonable extensions, developments or expansions thereof. The Borrower shall remain incorporated or organized under the laws of any state in the United States or the District of Columbia.

Section 5.04 Payment of Obligations. Each Loan Party will, and will cause each Restricted Subsidiary to, pay its Taxes before the same shall become delinquent or in default, except where (a) such payment is excused by, or is otherwise prohibited by the provisions of the Bankruptcy Code or order of the Bankruptcy Court or (b) (x) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (y) such Loan Party or Restricted Subsidiary has set aside on its books adequate reserves with respect thereto, in accordance with GAAP if so required.

Section 5.05 Maintenance of Properties. Subject to any necessary order or authorization of the Bankruptcy Court, each Loan Party will, and will cause each Restricted Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted.

Section 5.06 Books and Records; Inspection Rights. Each Loan Party will, and will cause each Restricted Subsidiary to, (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Administrative Agent (including employees

of the Administrative Agent or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent), upon reasonable prior notice and reasonable coordination with and during normal business hours, to visit and inspect its properties, to conduct at such Loan Party's premises field examinations of such Loan Party's corporate, financial or operating records, including examining and making extracts from its books and records, environmental assessment reports and Phase I studies, and to discuss its business, finances and results of operations with its officers and independent accountants, all at such reasonable times and as often as reasonably requested (it being understood that a representative of the Borrower is allowed to be present in any discussions with officers, employees, agents, advisors and independent accountants). Notwithstanding the preceding, the Administrative Agent may only conduct (and the Loan Parties shall only be responsible for the costs and expenses of) up to one (1) visit, inspection or field examination under this Agreement. Notwithstanding the foregoing, there shall be no limitation on the number or frequency of visits, inspections or field examinations if a Default has occurred and is continuing, and the Loan Parties shall be responsible for the reasonable costs and expenses of any visit, inspection or field examination conducted while a Default has occurred and is continuing. Each Loan Party acknowledges that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain Reports pertaining to such Loan Party's assets for internal use by the Administrative Agent and the Lenders.

Section 5.07 Compliance with Laws and Material Contractual Obligations. Each Loan Party will, and will cause each Restricted Subsidiary to, (a) comply in all material respects with each Requirement of Law applicable to it or its property (including without limitation Environmental Laws) and (b) except where such payment is excused by, or is otherwise prohibited by the provisions of the Bankruptcy Code or order of the Bankruptcy Court, perform in all material respects its obligations under material agreements to which it is a party. Each Loan Party will maintain in effect and enforce policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.08 Use of Proceeds.

(a) Subject to the Orders, the proceeds of the Loans shall be used only (i) to finance transaction fees, costs and expenses related to the Chapter 11 Cases, the Orders, and hereto (including without limitation Allowed Professional Fees and other administrative fees arising in the Chapter 11 Cases), (ii) to finance ongoing debtor-in-possession working capital and for other general corporate purposes of the Loan Parties and (iii) in accordance with the terms of the Orders, in each case to the extent not prohibited under applicable law and this Agreement and only in accordance with the Approved DIP Budget. For the avoidance of doubt, Allowed Professional Fees shall be included as a line-item in the Approved DIP Budget; provided, however, that notwithstanding anything in the Orders, this Agreement, or the Approved DIP Budget to the contrary, nothing in the Approved DIP Budget shall serve as a cap or a limitation on the fees and expenses for the Allowed Professional Fees.

(b) The Borrower will not request any Borrowing, and the Borrower shall not use, and the Borrower shall procure that its Subsidiaries shall not use, the proceeds of any Borrowing (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption

Laws or (ii) for the purpose of funding or financing any business or transaction of, or with, any Sanctioned Person, or in any Sanctioned Country, to the extent that such businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or the European Union.

Section 5.09 Accuracy of Information. The Loan Parties will ensure that any written reports, financial statements, certificates or other information (other than information of a general economic or industry specific nature) furnished by or on behalf of any Loan Party or any Restricted Subsidiary to the Administrative Agent or any Lender in connection with this Agreement or any other Loan Document (as modified or supplemented by other information so furnished), when taken as a whole with all other such written reports, financial statements, certificates or other information (other than information of a general economic or industry specific nature), contain no material misstatement of fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Loan Parties will only ensure that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered (it being understood that actual results may vary from the projected financial information and that such variation may be material).

Section 5.10 Insurance. Each Loan Party will, and will cause each Restricted Subsidiary to, maintain with financially sound and reputable carriers insurance in at least such amounts and against at least such risks (but including in any event public liability) as are usually insured against in the same general area by companies engaged in the same or a similar business for the assets and operations of the Loan Parties and each Restricted Subsidiary. The Borrower will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained.

Section 5.11 Casualty and Condemnation. The Borrower will (a) furnish to the Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding and (b) ensure that the Net Proceeds of any such event (whether in the form of insurance proceeds, condemnation awards or otherwise) are collected and applied in accordance with the applicable provisions of this Agreement and the Collateral Documents.

Section 5.12 Appraisals. At any time that the Administrative Agent requests, the Borrower will provide, or cause to be provided, to the Administrative Agent appraisals or updates thereof of the Borrowing Base Parties' Inventory from an Approved Appraiser, prepared on a basis reasonably satisfactory to the Administrative Agent, such appraisals and updates to include, without limitation, information required by any applicable Requirement of Law; provided that (a) during the first 12 months following the Effective Date, the Administrative Agent may only request (and the Loan Parties shall only be responsible for the costs and expenses of) one (1) Inventory appraisal. Notwithstanding the foregoing, there shall be no limitation on the number or frequency of Inventory appraisals conducted by such Approved Appraiser if a Default has occurred and is continuing and the Loan Parties shall be responsible for the reasonable costs and expenses of all such appraisals conducted while a Default has occurred and is continuing.

Section 5.13 Deposit Accounts; Cash Management.

(a) Each Loan Party and each Restricted Subsidiary will maintain the Administrative Agent as its principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity and other deposit accounts for the conduct of its business.

(b) All cash, checks or other similar payments relating to or constituting payments made in respect of Receivables (as defined in the Security Agreement) of the Loan Parties shall be deposited into a Collateral Deposit Account (as defined in the Security Agreement) in accordance with the terms and conditions of the Security Agreement and the other Loan Documents.

(c) The Loan Parties shall maintain the cash management of the Loan Parties in accordance in all material respects with the Cash Management Order(s).

Section 5.14 Additional Collateral; Further Assurances.

(a) Without limitation of the grant of liens and security interests in the Orders, upon the formation or acquisition of any Significant Domestic Subsidiary (or upon a Subsidiary that is not a Significant Domestic Subsidiary becoming a Significant Domestic Subsidiary), the Borrower will cause each such Significant Domestic Subsidiary within thirty (30) days from its creation or acquisition (or such longer time period as the Administrative Agent may agree in its sole discretion) and subject to applicable Requirements of Law, to become a Subsidiary Guarantor by executing a Joinder Agreement. Without limitation of the grant of liens and security interests in the Orders, upon execution and delivery thereof, each such Person (i) shall automatically become a Loan Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will grant Liens to the ABL Agent, for the benefit of the Administrative Agent and the other Secured Parties, in any property of such Loan Party which constitutes Collateral. If as of the last day of any fiscal quarter, a Significant Domestic Subsidiary which is not a Guarantor on the basis of qualifying as an Excluded Subsidiary no longer qualifies as an Excluded Subsidiary, the Borrower shall, within ten (10) days of delivery of the financial statements required to be delivered for such fiscal period pursuant to Section 5.01(a) or 5.01(b), as applicable, cause additional Subsidiaries to become Guarantors by executing a Joinder Agreement to the extent necessary for the aggregate EBITDA of the Excluded Subsidiaries to account for less than 2.5% of the EBITDA of the Borrower and its Restricted Subsidiaries.

(b) Without limitation of the grant of liens and security interests in the Orders, subject to and in accordance with the limitations set forth in the Security Agreement, (i) Holding and the General Partner will cause the issued and outstanding Equity Interests of each of their Subsidiaries and (ii) the Borrower will cause the issued and outstanding Equity Interests of each of its Restricted Subsidiaries, in each case of clauses (i) and (ii), to be subject at all times to a first priority, perfected Lien in favor of the ABL Agent, for the benefit of the Administrative Agent and the other Secured Parties, pursuant to the terms and conditions of the Loan Documents or other security documents as the Administrative Agent shall reasonably request.

(c) Without limitation of the grant of liens and security interests in the Orders, but subject to the limitation set forth herein and in the Security Agreement, each Loan Party will, and will cause each Restricted Subsidiary to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents and such other actions or deliveries of the type required by Section 4.01, as applicable), which may be required by any Requirement of Law or the Orders which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all in form and substance reasonably satisfactory to the Administrative Agent and all at the expense of the Loan Parties.

(d) Without limitation of the grant of liens and security interests in the Orders, subject to the limitations set forth in the Security Agreement, if any material assets are acquired by any Loan Party after the Effective Date (other than assets constituting Collateral under the Security Agreement that become subject to the Lien under the Security Agreement upon acquisition thereof), the Borrower will (i) promptly notify the Administrative Agent thereof and, if requested by the Administrative Agent, cause such assets to be subjected to a Lien securing the Secured Obligations and (ii) take, and cause each applicable Loan Party to take, such actions as shall be necessary or reasonably requested by the Administrative Agent to grant and perfect such Liens, including actions described in paragraph (c) of this Section, all at the expense of the Loan Parties.

(e) The provisions of this Section 5.14 need not be satisfied with respect to Excluded Assets (as defined in the Security Agreement).

(f) [Reserved].

(g) [Reserved].

(h) The Loan Parties will cause the management, business and affairs of the Borrower and its Restricted Subsidiaries to be conducted in such a manner (including, without limitation, by keeping separate books of account, furnishing separate balance sheets and income statements of Unrestricted Subsidiaries to creditors and potential creditors thereof (to the extent required hereunder) and by not permitting properties of Unrestricted Subsidiaries to be commingled with those of the Loan Parties) so that each Unrestricted Subsidiary that is a corporation will be treated as a corporate entity separate and distinct from the Borrower and its Restricted Subsidiaries. The Loan Parties will not permit any Unrestricted Subsidiary to hold any Equity Interest in, or any Indebtedness of, any Loan Party or any Restricted Subsidiary.

Section 5.15 [Reserved].

Section 5.16 [Reserved].

Section 5.17 [Reserved].

Section 5.18 Approved DIP Budget.

(a) The use of Loans under this Agreement and the other Loan Documents shall be limited in accordance with the then current Approved DIP Budget.

(b) On or before the fourth Thursday following the Effective Date, the Borrower shall deliver an updated budget for the subsequent 13-week period (a “**Subsequent DIP Budget**”), which such budget shall (i) include line-item reporting, the nature and scope of which shall be consistent with the then current Approved DIP Budget and (ii) otherwise be in form and substance satisfactory to, and subject to the approval of, the Administrative Agent, the Required Lenders and the Loan Parties; provided that (x) the Subsequent DIP Budget shall be deemed to be an Approved DIP Budget absent response or objection by the Administrative Agent if the Administrative Agent has not responded or objected in writing (which response or objection may be provided by email by the Administrative Agent or any of its designees, including Huron Consulting Services, LLC) to such Subsequent DIP Budget within five (5) Business Days after receipt thereof and (y) each Lender which has not objected in writing to the Administrative Agent to such Subsequent DIP Budget within five (5) Business Days after the Borrower has delivered the Subsequent DIP Budget to the Administrative Agent shall be deemed to have approved such Subsequent DIP Budget. Each Subsequent DIP Budget delivered to the Administrative Agent shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent. Each Subsequent DIP Budget shall be prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time of preparation thereof.

(c) Each Subsequent DIP Budget shall be deemed to be an Approved DIP Budget upon the written approval (or deemed approval) of the Administrative Agent subject to the definition of “Approved DIP Budget” and Section 5.18(b). In the event the Administrative Agent, on the one hand, and the Borrower, on the other hand, cannot agree as to a Subsequent DIP Budget, the then current Approved DIP Budget shall remain in effect and the Borrower shall be required to work in good faith with the Administrative Agent to modify such Subsequent DIP Budget until the Administrative Agent approve such Subsequent DIP Budget as an “Approved DIP Budget”. It is understood and agreed that the form of Approved DIP Budget set forth in the Initial DIP Budget is approved by and satisfactory to the Administrative Agent and is and shall be the Approved DIP Budget unless and until replaced in accordance with the terms of this Section 5.18. The failure of any Subsequent DIP Budget to be approved by the Administrative Agent shall not be deemed to be a violation of this Section 5.18 and no Default or Event of Default shall result from any objection by the Administrative Agent to any Subsequent DIP Budget.

(d) By not later than 5:00 p.m. (Eastern Time) on March 5, 2026, and no later than 5:00 p.m. (Eastern Time) on the Thursday of every other calendar week thereafter, the Borrower shall deliver to the Administrative Agent a periodic variance report (each, a “**Periodic Variance Report**”), in form and substance consistent in all material respects with the form attached hereto as Exhibit G hereto, showing the difference between, without duplication, aggregate actual “Receipts” and aggregate projected “Receipts” as set forth in the Approved DIP Budget, (the “**Receipts Variance**”), aggregate actual “Operating Expenditures (including Capital Expenditures)” and aggregate projected “Operating Expenditures (including Capital Expenditures)” as set forth in the Approved DIP Budget (the “**Operating Expenditures (including Capital Expenditures) Variance**”), aggregate actual “Total Operating

Disbursements” and aggregate projected “Total Operating Disbursements” as set forth in the Approved DIP Budget (the “**Total Operating Disbursements Variance**”), and aggregate actual “Other Disbursements” and aggregate projected “Other Disbursements” as set forth in the Approved DIP Budget (the “**Other Disbursements Variance**”), in each case, as of the Friday of the most recently ended calendar week (each such Friday, a “**Variance Testing Date**”), together with a reasonably detailed explanation of such Receipts Variance, Operating Expenditures (including Capital Expenditures) Variance, Total Operating Disbursements Variance, and Other Disbursements Variance. Notwithstanding anything to the contrary in this Agreement or the Orders, the Periodic Variance Report shall not be required to include variances with respect to “Estate Professionals” (as defined in the Orders) or any variances with respect to adequate protection payments made pursuant to the Orders.

(e) The Borrower shall participate in a teleconference with the Administrative Agent, Lenders and their professionals (the “**Management Conference Call**”) to take place once per calendar week (at such date and time as is reasonably determined by the Borrower and the Administrative Agent), which Management Conference Call shall (i) require participation by at least one senior member of the Borrower’s management team, the CRO, the Loan Party FA, Evercore Group L.L.C. and such other professional advisors to the Loan Parties as the Administrative Agent or the Required Lenders elect (provided, that, each Lender shall be provided the details of such Management Conference Call at least two (2) Business Days prior to the scheduled date therefor) and (ii) include discussion of the Periodic Variance Report, the potential Sale Transaction, the financial and operational performance of the Loan Parties and their Subsidiaries, and such other matters as may be requested by the Lenders.

Section 5.19 Milestones.

(a) No later than one (1) calendar day after the Petition Date, the Chapter 11 Debtors shall have filed with the Bankruptcy Court (i) a motion seeking entry of the Orders and (ii) a motion seeking approval of bidding procedures and a stalking horse bid, in each case in form and substance reasonably acceptable to the Administrative Agent and the Chapter 11 Debtors.

(b) No later than three (3) calendar days after the Petition Date, the Chapter 11 Debtors shall have obtained entry by the Bankruptcy Court of the Interim DIP Order in form and substance satisfactory to the Administrative Agent in its sole discretion.

(c) No later than fifteen (15) calendar days after the Petition Date, the Chapter 11 Debtors shall have obtained entry of an order of the Bankruptcy Court approving bidding procedures and the stalking horse bid (the “**Bid Procedures Order**”) and which Bid Procedures Order shall be in form and substance reasonably acceptable to the Administrative Agent and the Chapter 11 Debtors.

(d) No later than thirty (30) calendar days after the Petition Date, the Chapter 11 Debtors shall have obtained entry by the Bankruptcy Court of the Final DIP Order in form and substance acceptable to the Administrative Agent in its sole discretion.

(e) The bid deadline for submission of binding qualified bids in accordance with the Bid Procedures Order shall occur no later than thirty-six (36) calendar days after the Petition Date.

(f) No later than forty-three (43) calendar days after the Petition Date, the Chapter 11 Debtors shall have obtained entry of an order of the Bankruptcy Court approving the Sale Transaction (the “**Sale Order**”), and which Sale Order shall provide for repayment of the Secured Obligations in accordance with the priorities set forth in the Orders and the Intercreditor Agreements, and otherwise be in form and substance reasonably acceptable to the Administrative Agent and the Chapter 11 Debtors.

(g) No later than forty-five (45) calendar days after the Petition Date, the Chapter 11 Debtors shall have closed the sale authorized pursuant to the Sale Order and contemporaneously therewith shall have directed the proceeds therefrom to repay the Secured Obligation in accordance with the priorities set forth in the Orders.

Any Milestone extension shall require the consent of the Administrative Agent (but in no event shall any Milestone be extended beyond the Maturity Date).

ARTICLE VI

NEGATIVE COVENANTS

Until the Termination Date, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the other Loan Parties, with the Lenders that:

Section 6.01 Indebtedness. No Loan Party will, nor will it permit any Restricted Subsidiary to, create, incur, assume or suffer to exist any Indebtedness, except:

- (a) the Secured Obligations;
- (b) Indebtedness of the Loan Parties under the Second Lien Loan Documents in an aggregate principal amount not to exceed \$19,500,550.59;
- (c) Indebtedness of the Borrower and its Restricted Subsidiaries existing on the Effective Date and set forth in Schedule 6.01;
- (d) Indebtedness of the Borrower to Holding, the General Partner or any Restricted Subsidiary and of any Restricted Subsidiary to the Borrower or any other Restricted Subsidiary, provided that (i) Indebtedness of any Restricted Subsidiary that is not a Loan Party to the Borrower or any other Loan Party shall be subject to Section 6.04 and (ii) Indebtedness of any Loan Party to any Restricted Subsidiary that is not a Loan Party shall be subordinated to the Secured Obligations on terms reasonably satisfactory to the Administrative Agent;
- (e) Guarantees by the Borrower or any Subsidiary Guarantor of Indebtedness of the Borrower, any other Subsidiary Guarantor or any Restricted Subsidiary and by any Restricted Subsidiary of Indebtedness of the Borrower, any other Subsidiary Guarantor or any other Restricted Subsidiary, provided that (i) the Indebtedness so Guaranteed is permitted by this

Section 6.01, (ii) Guarantees by the Borrower or any Subsidiary Guarantor of Indebtedness of any Restricted Subsidiary that is not a Loan Party shall be subject to Section 6.04 and (iii) Guarantees by any Loan Party of Indebtedness owed by any Restricted Subsidiary that is not a Loan Party permitted under this clause (e) shall be subordinated to the Secured Obligations on terms no less favorable to the Lenders as the Indebtedness so Guaranteed is subordinated to the Secured Obligations;

(f) the “Secured Obligations” as defined in the ABL Credit Agreement;

(g) the “Secured Obligations” as defined in the Superpriority Credit Agreement;

(h) Indebtedness owed to any Person providing workers’ compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary, existing on the Effective Date and set forth in Schedule 6.01;

(i) Indebtedness of the Borrower or any Restricted Subsidiary in respect of performance bonds, bid bonds, appeal bonds, surety bonds and similar obligations, in each case provided in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary and that is existing on the Effective Date and set forth in Schedule 6.01;

(j) [Reserved];

(k) [Reserved];

(l) [Reserved];

(m) Indebtedness consisting of the financing of insurance premiums payable within one (1) year that is existing on the Effective Date and set forth in Schedule 6.01;

(n) [Reserved];

(o) Indebtedness of the Borrower or any Restricted Subsidiary under any Swap Agreement not entered into for speculative purposes permitted by Section 6.07 and that is existing on the Effective Date and set forth in Schedule 6.01;

(p) Banking Services Obligations and other Indebtedness in respect of netting services, overdraft protection and similar arrangements, in each case, in connection with cash management and deposit accounts existing on the Effective Date and set forth in Schedule 6.01;

(q) [Reserved];

(r) customer deposits and advance payments received by the Borrower or any Restricted Subsidiary in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary from customers for goods and services purchased

in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(s) Indebtedness representing deferred compensation to directors, officers, employees, members of management and consultants of Holding, the General Partner, the Borrower or any Restricted Subsidiary in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(t) Indebtedness of the Borrower and its Restricted Subsidiaries in respect of letters of credit, bankers' acceptances supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary, in each case, existing on the Effective Date and set forth in Schedule 6.01;

(u) [Reserved]; and

(v) all premium (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on Indebtedness described in paragraphs (a) through (u) above.

Section 6.02 Liens. No Loan Party will, nor will it permit any Restricted Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including Accounts) or rights in respect of any thereof, except:

(a) Liens created pursuant to any Loan Document or the Orders;

(b) Permitted Encumbrances; provided that, to the extent any such Lien is consensual, such Lien shall only be permitted under this clause (b) if existing on the Effective Date and set forth in Schedule 6.02;

(c) any Lien on any property or asset of the Borrower or any Restricted Subsidiary existing on the Effective Date and set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Restricted Subsidiary other than after-acquired property that is affixed to or incorporated in the property covered by such Lien and the proceeds and products thereof and (ii) such Lien shall secure only those obligations which it secures on the date hereof, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) [Reserved];

(e) [Reserved];

(f) Liens of a collecting bank arising in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary under Section 4-210 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(g) [Reserved];

(h) Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of the Borrower or another Loan Party in respect of Indebtedness owed by such Restricted Subsidiary.

(i) Liens (i) arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or the Restricted Subsidiaries in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary and (ii) arising by operation of law under Article 2 of the UCC;

(j) solely to the extent existing on the Effective Date and set forth in Schedule 6.02, operating leases, subleases, licenses or sublicenses of property in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary or rights reserved to or vested in any Person by the terms of any operating lease, license, franchise, grant or permit held by the Borrower or any of its Restricted Subsidiaries or by a statutory provision to terminate any such operating lease, license, franchise, grant or permit or to require periodic payments as a condition to the continuance thereof;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(l) solely to the extent existing on the Effective Date and set forth in Schedule 6.02, Liens arising from precautionary UCC financing statements (or similar filings under other applicable law) regarding operating leases or consignment or bailee arrangements;

(m) solely to the extent existing on the Effective Date and set forth in Schedule 6.02, Liens on insurance policies and the proceeds thereof securing the financing of the premiums thereof in an amount not to exceed the premiums of such insurance policies;

(n) solely to the extent existing on the Effective Date and set forth in Schedule 6.02, any interest or title of a lessor, sublessor, licensor or sublicensee under any leases, subleases, licenses or sublicenses entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(o) Liens consisting of an agreement to dispose of any property in a transaction permitted under Section 6.05;

(p) [Reserved];

(q) [Reserved];

(r) solely to the extent existing on the Effective Date and set forth in Schedule 6.02, licenses and sublicenses (it being understood that any licenses of any intellectual property owned by the Borrower or a Restricted Subsidiary shall be on a non-exclusive basis) granted by the Borrower or a Restricted Subsidiary and leases and subleases (by the Borrower or a Restricted Subsidiary as lessor or sublessor) to third parties in the ordinary course of business

consistent with past practice of the applicable Loan Party or Restricted Subsidiary and not interfering with the business of the Borrower or a Restricted Subsidiary;

(s) Liens securing Indebtedness permitted under Section 6.01(b) so long as such Indebtedness is subject to the terms of the Orders; and

(t) [Reserved].

Notwithstanding the foregoing, none of the Liens permitted pursuant to this Section 6.02 may at any time attach to any Loan Party's (A) Accounts, other than those permitted under clause (a), (c) and (d) of the definition of Permitted Encumbrances and clause (a) and (l) above and (B) with respect to Inventory or Compressor Units, other than those permitted under clauses (a), (b), (c) and (d) of the definition of Permitted Encumbrances and clause (a), (k) and (l) above.

For the avoidance of doubt, no intent to subordinate the first priority status of the Liens granted in favor of the Administrative Agent (for the benefit of the Secured Parties, as provided in the Collateral Documents) is to be hereby implied or expressed by the permitted existence of Liens permitted pursuant to this Section 6.02.

Section 6.03 Fundamental Changes.

(a) No Loan Party will, nor will it permit any Restricted Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve.

(b) No Loan Party will, nor will it permit any Restricted Subsidiary to, engage in any business other than businesses of the type conducted by the Borrower and its Restricted Subsidiaries on the date hereof and businesses incidental, complementary, ancillary or reasonably related thereto.

(c) No Loan Party will, nor will it permit any Restricted Subsidiary to, change its fiscal year from the basis in effect on the Effective Date, without the prior written consent of the Administrative Agent.

(d) No Loan Party will change the accounting basis upon which its financial statements are prepared, except as required by GAAP, without the prior written consent of the Administrative Agent.

(e) No Loan Party will, nor will it permit any Restricted Subsidiary to, consummate a Division as the Dividing Person.

Notwithstanding the foregoing, such fundamental changes as described in the clauses above shall be permitted pursuant to the Chapter 11 Cases.

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. No Loan Party will, nor will it permit any Restricted Subsidiary to, make any Investment except:

(a) Permitted Investments and Investments that were Permitted Investments when made, subject to control agreements in favor of the Administrative Agent for the benefit of the Secured Parties or otherwise subject to a perfected security interest in favor of Administrative Agent for the benefit of the Secured Parties to the extent required by Section 4.14 of the Security Agreement;

(b) Investments in existence on the Effective Date and described in Schedule 6.04;

(c) Investments by Holding, the General Partner, the Borrower and the Restricted Subsidiaries in Equity Interests in their respective Subsidiaries, provided that (i) any such Equity Interests held by a Loan Party shall be pledged pursuant to the Security Agreement and (ii) the aggregate amount of Investments by the Borrower and Restricted Subsidiaries in Unrestricted Subsidiaries (together with outstanding intercompany loans permitted under clause (ii) to the proviso to Section 6.04(d) and outstanding Guarantees permitted under the proviso to Section 6.04(e)) shall not exceed \$0 at any time outstanding;

(d) loans or advances made by the Borrower or any Subsidiary Guarantor to any Subsidiary and made by any Restricted Subsidiary to the Borrower, a Subsidiary Guarantor or any other Subsidiary, provided that (i) any such loans and advances made by the Borrower or any Subsidiary Guarantor shall be evidenced by a promissory note pledged pursuant to the Security Agreement and (ii) the amount of such loans and advances made by the Borrower and the Restricted Subsidiaries to Unrestricted Subsidiaries (together with outstanding Investments permitted under clause (ii) to the proviso to Section 6.04(c) and outstanding Guarantees permitted under the proviso to Section 6.04(e)) shall not exceed \$0 at any time outstanding;

(e) Guarantees constituting Indebtedness permitted by Section 6.01, provided that the aggregate principal amount of Indebtedness of Unrestricted Subsidiaries that is Guaranteed by the Borrower or any Restricted Subsidiary (together with outstanding Investments permitted under clause (ii) to the proviso to Section 6.04(c) and outstanding intercompany loans permitted under clause (ii) to the proviso to Section 6.04(d)) shall not exceed \$0 at any time outstanding;

(f) solely to the extent outstanding on the Effective Date and set forth in Schedule 6.04, loans or advances made by a Loan Party to its employees in the ordinary course of business consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes up to a maximum of \$0 in the aggregate at any one time outstanding;

(g) (i) Accounts, security deposits and prepayments arising and trade credit granted in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary and (ii) notes payable, or stock, units or other securities issued by Account Debtors to the Borrower or a Subsidiary Guarantor pursuant to negotiated agreements with respect to settlement of such Account Debtor's Accounts in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(h) solely to the extent outstanding on the Effective Date and set forth in Schedule 6.04, Investments in the form of Swap Agreements permitted by Section 6.07;

(i) [Reserved];

(j) Investments received in connection with the disposition of assets permitted by Section 6.05;

(k) Investments constituting deposits described in clauses (c) and (d) of the definition of the term “Permitted Encumbrances”;

(l) [Reserved];

(m) [Reserved];

(n) [Reserved];

(o) Investments in the ordinary course of business consisting of (i) endorsements for collection or deposit or (ii) customary trade arrangements with customers consistent with past practice, in each case, consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(p) [Reserved];

(q) [Reserved];

(r) solely to the extent outstanding on the Effective Date and set forth in Schedule 6.04, Guarantees of leases (other than Capital Lease Obligations) or of other obligations not constituting Indebtedness, in each case in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary.

For purposes of this Section 6.04, the amount of any Investment shall be the original cost of such Investment, *plus* the cost of any addition thereto that otherwise constitutes an Investment (but excluding any increase in the form of payment in kind interest or dividends), without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto.

Notwithstanding the foregoing, Investments made in reliance of this Section 6.04 shall be permitted to the extent in accordance with an Acceptable Plan.

Section 6.05 Asset Sales. No Loan Party will, nor will it permit any Restricted Subsidiary to, sell, transfer, lease or otherwise dispose of any asset (whether effected pursuant to a Division or otherwise), including any Equity Interest owned by it, nor will the Borrower permit any Restricted Subsidiary to issue any additional Equity Interest in any Restricted Subsidiary (other than to the Borrower or another Restricted Subsidiary in compliance with Section 6.04), except:

(a) sales, transfers and dispositions of (i) Inventory or Compressor Units in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted

Subsidiary and (ii) Equipment or property which, in the reasonable judgment of such Loan Party or Restricted Subsidiary, is used, obsolete, worn out, surplus or otherwise no longer useful in the conduct of such Loan Party's or Restricted Subsidiary's business consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(b) (i) the sale, transfer and disposition of any Collateral by the Chapter 11 Debtors with the prior written consent of (A) the Administrative Agent, to the extent involving (1) for any individual such sale, transfer or disposition (or series of related sales, transfers or dispositions), consideration of at least \$100,000 but no more than \$1,000,000 and (2) in the aggregate for all such sales, transfers or disposition consummated in reliance on this clause (A), consideration of no more than \$3,000,000 or (B) the Administrative Agent and the Required Lenders, to the extent involving consideration greater than \$1,000,000, (ii) sales, transfers and dispositions of any Collateral by the Chapter 11 Debtors involving consideration of (A) less than \$100,000 for any individual or series of related sales, transfers and dispositions and (B) less than \$500,000 in the aggregate for the duration of the Chapter 11 Cases and (iii) sales, transfers and dispositions (A) by the Chapter 11 Debtors of Compressor Unit A7252 (CAT G3406TA, Ariel JGA-4, 3 stage), which is, as of the Petition Date, located at the Oyster Bayou platform, to Castex Energy, Inc. or (B) of any Collateral by the Chapter 11 Debtors pursuant to the COP Header Rack Purchase Option as described in the Agreement and Amendment to Services Contract, effective June 27, 2024, by and between ConocoPhillips Company and the Borrower (clauses (i), (ii) and (iii) hereof, a "**Permitted Sale**");

(c) [Reserved];

(d) [Reserved];

(e) [Reserved];

(f) 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 the Borrower or any Restricted Subsidiary;

(g) [Reserved];

(h) [Reserved];

(i) [Reserved];

(j) [Reserved];

(k) [Reserved];

(l) [Reserved];

(m) [Reserved];

(n) terminations of Swap Agreements;

(o) [Reserved];

(p) [Reserved];

(q) [Reserved];

(r) leases, licenses, subleases or sublicenses (including the provision of open-source software under an open source licenses) granted in the ordinary course of business and on ordinary commercial terms that do not interfere in any material respect with the business of the Borrower and its Restricted Subsidiaries; and

(s) the Sale Transaction so long as it (i) is consummated pursuant to the Specified Asset Purchase Agreement or (ii) is an Approved Sale made for no less than the consideration that would be payable under the Specified Asset Purchase Agreement if the Specified Asset Purchase Agreement were in effect at the time the applicable Sale Transaction is consummated.

provided that all sales, transfers, leases and other dispositions permitted hereby shall be made for at least fair value and (y) other than those permitted by paragraphs (f) and (n) above, shall be for at least 75% cash consideration.

Notwithstanding anything to the contrary herein, in no event shall (i) any Loan Party, nor will it permit any Restricted Subsidiary to, sell, transfer, lease or otherwise dispose of any asset (whether effected pursuant to a Division or otherwise), including any Equity Interest owned by it, unless in accordance with the then current Approved DIP Budget or (ii) any sale of all or substantially all of the assets of the Loan Parties and their Subsidiaries be permitted under this Agreement or any other Loan Document unless it is permitted under Section 6.05(s).

Section 6.06 Sale and Leaseback Transactions; Certain Repurchase Options.

(a) No Loan Party will, nor will it permit any Restricted Subsidiary to, enter into any arrangement, directly or indirectly, with any Person (other than a Loan Party so long as such arrangement with such Loan Party is consistent with past practice of the applicable Loan Party) whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and substantially contemporaneously or thereafter rent or lease from the transferee such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred (a “**Sale and Leaseback Transaction**”).

(b) No Loan Party will, nor will it permit any Restricted Subsidiary to, (i) exercise any purchase option under any lease agreement entered into pursuant to a Sale and Leaseback Transaction or (ii) make, or cause to be made, any payment under any lease agreement entered into pursuant to a Sale and Leaseback Transaction in connection with the purchase of any leased equipment or goods; provided that, subject to the Approved DIP Budget and the Orders, nothing in this Section 6.06 shall prohibit any regularly scheduled payments by the Loan Parties to ARI Fleet LT, a Delaware business trust (“**ARI Fleet**”) and Automotive Rental, Inc., a New Jersey corporation (“**ARI**”), as required under that certain Lease Agreement, entered into as of February 12, 2013 by and among ARI Fleet, ARI, and the Borrower and any regularly scheduled

payments with respect to the Specified SLB Transaction. For the avoidance of doubt, only monthly lease payments are permitted and not any other payment (it being understood, for the avoidance of doubt, that any purchase payment does not constitute a monthly lease payment).

Notwithstanding anything to the contrary herein, in no event shall any Loan Party, nor will it permit any Restricted Subsidiary to, enter into a Sale and Leaseback Transaction, unless in accordance with the then current Approved DIP Budget, nor will the Borrower permit any Restricted Subsidiary to issue any additional Equity Interest in such Restricted Subsidiary unless in accordance with the then current Approved DIP Budget.

Section 6.07 Swap Agreements. No Loan Party will, nor will it permit any Restricted Subsidiary to, enter into any Swap Agreement, except Swap Agreements entered into prior to the Effective Date and permitted under the ABL Credit Agreement when entered into.

Section 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) No Loan Party will, nor will it permit any Restricted Subsidiary to, declare or make, or agree to declare or make, directly or indirectly, any Restricted Payment.

(b) No Loan Party will, nor will it permit any Restricted Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Indebtedness, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness, except:

(i) payment of the Obligations;

(ii) payment of regularly scheduled interest and regularly scheduled principal amortization payments (other than in respect of Indebtedness under the Second Lien Loan Documents) as and when due in respect of any Indebtedness permitted under Sections 6.01(a), (c), (f); provided that to the extent such payment is in respect of any Indebtedness permitted under Section 6.01(c), such payment must be expressly contemplated, and permitted, by the Approved DIP Budget;

(iii) [Reserved];

(iv) [Reserved];

(v) payments of Indebtedness created under and governed by the Second Lien Loan Documents solely to the extent permitted under the ABL Credit Agreement; provided that such payment must be expressly contemplated and permitted by the Approved DIP Budget;

(vi) [Reserved];

(vii) [Reserved]; and

(viii) the conversion or exchange of any Indebtedness into Equity Interests (other than Disqualified Capital Stock).

Section 6.09 Transactions with Affiliates; Payments to Permitted Investors. No Loan Party will, nor will it permit any Restricted Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(a) solely to the extent pursuant to arrangements existing on the Effective Date and set forth in Schedule 6.09, transactions that are at prices and on terms and conditions not materially less favorable to such Loan Party or such Restricted Subsidiary than could be obtained on an arm's-length basis from unrelated third parties;

(b) solely to the extent pursuant to arrangements existing on the Effective Date and set forth in Schedule 6.09 and subject to Section 6.13, transactions (including acquisitions) between or among the Loan Parties and any Restricted Subsidiary not involving any other Affiliate;

(c) the receipt of equity contributions by Holding, the General Partner and/or the Borrower from Affiliates (to the extent the applicable Loan Party is not issuing Disqualified Capital Stock);

(d) any Investment permitted by Sections 6.04;

(e) [Reserved];

(f) [Reserved];

(g) solely to the extent outstanding on the Effective Date and set forth in Schedule 6.04, loans or advances to employees, officers or directors (or equivalent managers) permitted under Section 6.04;

(h) the payment of reasonable fees to directors (or equivalent managers) of the Borrower or any Restricted Subsidiary who are not employees of the Borrower or any Restricted Subsidiary, and compensation (including employment agreements) and employee benefit arrangements paid to, and indemnities and expense reimbursements provided for the benefit of, directors, officers or employees of the Borrower or any Restricted Subsidiaries in the ordinary course of business consistent with past practice of the applicable Loan Party or Restricted Subsidiary;

(i) solely to the extent outstanding on the Effective Date and set forth in Schedule 6.09, Guarantees permitted by Section 6.01(e) or 6.01(g) with respect to Indebtedness permitted under Section 6.01(d); and

(j) [Reserved].

Notwithstanding anything to the contrary herein, in no event shall (x) any transaction be permitted under this Section 6.09 unless in accordance with the then current Approved DIP Budget and

(y) any Loan Party make a payment or transfer funds to, or cause a payment to be made or transfer of funds to, any of the Permitted Investors, any Affiliate thereof, any Person that administers or manages any of the Permitted Investors or any Affiliate of such Person that administers or manages any of the Permitted Investors.

Section 6.10 Restrictive Agreements. No Loan Party will, nor will it permit any Restricted Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Loan Party or any Restricted Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets in favor of the Administrative Agent to secure the Secured Obligations, or (b) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to the Borrower or any other Restricted Subsidiary or to Guarantee Indebtedness of the Borrower or any other Restricted Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by any Requirement of Law or by any Loan Document or any “Loan Document” (as defined in the ABL Credit Agreement), any “Loan Document” (as defined in the Superpriority Credit Agreement) or any Second Lien Loan Document as in effect on the Effective Date, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.10; provided that such prohibitive terms of such contract or agreement are no more restrictive than the terms reflected in such contract or agreement existing as of the Effective Date, (iii) [reserved], (iv) the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement that is in existence on the Effective Date or any assets which are the subject of a Lien permitted by Section 6.02 that is in existence on the Effective Date and if such restrictions or conditions apply only to the property or assets securing such Indebtedness or obligation, (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts that are in existence on the Effective Date restricting the assignment thereof, (vi) [reserved] and (vii) the foregoing shall not apply to any agreement that is in existence on the Effective Date and set forth in Schedule 6.10 entered into by a Foreign Subsidiary or joint venture.

Section 6.11 Amendment of Material Documents. No Loan Party will, nor will it permit any Restricted Subsidiary to, amend, modify or waive any of such Person’s rights under (or enter into any agreement that would have the effect of amending, modifying or waiving any of such Person’s rights under) (a) the Second Lien Loan Documents, (b) any agreement relating to any Subordinated Indebtedness (except as permitted by the subordination terms relating hereto) or (c) its charter, articles or certificate of incorporation or organization, by-laws, operating, management or partnership agreement or other organizational or governing documents, in each case to the extent any such amendment, modification or waiver would be materially adverse to the Lenders.

Section 6.12 Financial Covenants.

- (a) [Reserved].
- (b) [Reserved].

(c) None of the Borrower or any Restricted Subsidiary shall make any Capital Expenditures, other than Capital Expenditures (including, for the avoidance of doubt, any Permitted Growth Capital Expenditures) that are contemplated by and permitted by the Approved DIP Budget.

(d) As of any Variance Testing Date, the Borrower will not permit the “Total Operating Disbursements Variance” (after giving effect to the accrued and unused portion of any carryover variances as described in the proviso hereto), as set forth in the applicable Approved DIP Budget to be more than 15.0% of the correlative aggregate projected “Operating Expenditures (including Capital Expenditures) Variance” and “Total Operating Disbursements Variance” as set forth in the applicable Approved DIP Budget as set forth in the applicable Approved DIP Budget, as of the end of each period that is the subject of a Periodic Variance Report; provided, that the Borrower may carry forward any budgeted but unused “Total Operating Disbursements” in any Approved DIP Budget for use in any subsequent DIP Budget Period.

Section 6.13 Permitted Activities.

(a) The General Partner shall not engage at any time in any business or business activity other than (i) acting as general partner of the Borrower; (ii) performance of its obligations under and in connection with the Loan Documents; (iii) [reserved]; (iv) paying Taxes; (v) holding directors’ and shareholders’ meetings, preparing corporate and similar records and other activities (including the ability to incur fees, costs and expenses relating to such maintenance) required to maintain its corporate or other legal structure or to participate in tax, accounting or other administrative matters as general partner of the Borrower; (vi) preparing reports to, and preparing and making notices to and filings with, Governmental Authorities and to the holders of its Equity Interests; (vii) [reserved]; (viii) providing indemnification to its officers and directors; (ix) activities explicitly permitted hereunder or otherwise pursuant to Requirement of Law; and (x) activities incidental to the business or activities described in each foregoing clauses.

(b) Holding shall not engage at any time in any business or business activity other than (i) the ownership of Equity Interests in the Borrower and the General Partner; (ii) performance of its obligations under and in connection with the Loan Documents and the “Loan Documents” (as defined in the ABL Credit Agreement); (iii) [reserved]; (iv) paying Taxes; (v) holding directors’ and shareholders’ meetings, preparing corporate and similar records and other activities (including the ability to incur fees, costs and expenses relating to such maintenance) required to maintain its corporate or other legal structure or to participate in tax, accounting or other administrative matters as a limited partner of the Borrower or the sole member of the General Partner; (vi) preparing reports to, and preparing and making notices to and filings with, Governmental Authorities and to the holders of its Equity Interests; (vii) [reserved]; (viii) providing indemnification to its officers and directors; (ix) activities explicitly permitted hereunder or otherwise pursuant to Requirement of Law; and (x) activities incidental to the business or activities described in each foregoing clauses.

Section 6.14 Funding Account. No Loan Party will, nor will it permit any Restricted Subsidiary to, withdraw any funds from the Funding Account other than (i) on the Effective Date, (ii) on the first Monday following the first full week after the Effective Date, (iii) upon entry of the Final DIP Order and (iv) on each Monday of every other calendar week thereafter, in each

case, so long as such withdrawal is being made to fund disbursements that are contemplated by and expressly in accordance with the then current Approved DIP Budget and subject to delivery of a certificate of the CRO on behalf of the Borrower certifying that the funds being withdrawn are calculated as necessary to fund anticipated disbursements for the eighteen (18) calendar-day period including and following such withdrawal (or, solely in the case of the withdrawal requested pursuant to (i) or (iii) above, such shorter period as may reflect the actual number of days that will elapse between such date and the next eligible funding date), based on and in accordance with the then current Approved DIP Budget and giving effect to anticipated collections and cash Collateral available to the Loan Parties (a “**Permitted Proceeds Withdrawal**”). Notwithstanding the foregoing, in no event shall more than one (1) withdrawal per fourteen (14) calendar-day period (or, solely in the case of the withdrawal requested pursuant to (i) or (iii) above, such shorter period as may reflect the actual number of days that will elapse between the withdrawal made on such date and the next eligible funding date) be permitted hereunder.

Section 6.15 Chapter 11 Cases. Holding and the Borrower will not, and will not permit any other Restricted Subsidiaries to, directly or indirectly:

(a) Except for the Carve-Out, incur, create, assume, suffer to exist or permit, or file any motion seeking, any other superpriority claim which is *pari passu* with, or senior to, the Obligations (except as may be set forth in the Orders or the Loan Documents);

(b) Incur, create, assume, suffer to exist or permit or file any motion seeking, any lien which is *pari passu* with the liens granted hereunder, (except as may be set forth in the Orders or the Loan Documents);

(c) Make or permit to be made any amendment, modification, supplement or change to the Orders, Bidding Procedures Order or the milestones (and deadlines applicable thereto) set forth in the Bidding Procedures Order, as applicable, (other than technical modifications to correct grammatical, ministerial or typographical errors) without the prior written consent of the Required Lenders; or

(d) Commence any adversary proceeding, contested matter or other action (or otherwise support any party) asserting any claims or defenses or otherwise against (or asserting any surcharge under section 506(c) of the Bankruptcy Code, the doctrine of marshaling, or the “equities of the case” argument under Section 552(b) of the Bankruptcy Code or otherwise against) the Administrative Agent, any Lender, any other Secured Party and any holder of the Obligations, and any lender or agent party to the Pre-Petition Facilities with respect to this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, the Pre-Petition Facilities, the other documents or agreements executed or delivered in connection therewith or the transactions contemplated thereby.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 Events of Default.

If any of the following events (“**Events of Default**”) shall occur:

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure 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 Loan Party or any Subsidiary in, or in connection with, this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been materially false or misleading when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to a Loan Party’s existence), 5.08, 5.14(a), 5.15, 5.16, 5.18, 5.19, Article VI or in the Orders;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those which constitute an Event of Default under another Section of this Article) or any other Loan Document, and (i) in the case of the failure to deliver any Borrowing Base Certificate required to be delivered pursuant to Section 5.01(h) or 5.01(k), such failure shall continue unremedied for a period of one (1) day after its due date, or (ii) in any other case, such failure shall continue unremedied for a period of three (3) days after the earlier of any Loan Party’s knowledge of such breach or notice thereof from the Administrative Agent or the Administrative Agent (acting at the request of the Required Lenders) if such breach relates to terms or provisions of any other Section of this Agreement;

(f) [reserved];

(g) [reserved];

(h) [reserved];

(i) Any of the following shall have occurred in the Chapter 11 Cases:

(A) the Borrower shall fail to comply with the Approved DIP Budget, subject to any variance under Section 5.18(d) or exclusions therefrom (including for fees, costs, and expenses of Estate Professionals and adequate protection payments in accordance with the Orders);

(B) the Borrower shall make any withdrawal from the Funding Account that is not a Permitted Proceeds Withdrawal;

(C) the Borrower shall make any sale of any Collateral pursuant to a sale other than sales permitted under Section 6.05;

(D) Any Bid Procedures Order or sale order in respect of an Approved Sale is stayed, vacated, reversed or modified without the consent of the Administrative Agent;

(E) the filing by any Chapter 11 Debtor of a plan of reorganization other than an Acceptable Plan;

(F) the CRO of the Chapter 11 Debtors is terminated, or its engagement letter or scope of authority under the applicable Chapter 11 Debtors' constituent documents is modified without the consent of the Administrative Agent;

(G) (x) a Relevant Default or (y) the termination of any Material Contract of the Chapter 11 Debtors by a counterparty to such contract, other than a termination (A) in the ordinary course of business, (B) based on the expiration or non-renewal of such contract in accordance with its terms or (C) in respect of which the Chapter 11 Debtors have asserted a valid legal dispute and have, within five (5) Business Days of receiving notice of such purported termination, filed an application with the Bankruptcy Court to adjudicate such dispute; provided that, for the avoidance of doubt, if the Bankruptcy Court determines that any such termination is valid, it shall immediately upon such adjudication be deemed a termination for purposes of this clause (G);

(H) the filing by any Chapter 11 Debtor of any motion or pleading that is inconsistent in any material respect with the process related to an Approved Sale and/or prosecution of an Acceptable Plan;

(I) any of the Chapter 11 Debtors shall file a pleading seeking to vacate or modify any of the Orders;

(J) any Chapter 11 Debtor shall (i) contest the validity or enforceability of this Agreement, or deny that it has any further liability thereunder; or (ii) contest the validity or perfection of the liens and security interests securing the Loans or the liens under the Pre-Petition Facilities;

(K) entry of an order amending, supplementing or otherwise modifying any Order without the consent of the Required Lenders;

- (L) reversal, vacation or stay of the effectiveness of any Order;
- (M) any material violation of the terms of any Order or failure by any Chapter 11 Debtor to comply in any material respect with any Order;
- (N) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code;
- (O) appointment of a Chapter 11 trustee or an examiner with expanded powers;
- (P) the making of any motion by any Chapter 11 Debtor to the Bankruptcy Court to authorize, or the consummation of, any sale of any material assets of the Loan Parties other than sales permitted under Section 6.05;
- (Q) granting of relief from the automatic stay in the Chapter 11 Cases to permit foreclosure or enforcement on, or any right or remedy with respect to, assets of any Loan Party having a fair market value in excess of \$1,000,000;
- (R) the Chapter 11 Debtors' filing of (or supporting another party in the filing of) a motion seeking entry of, or the entry of an order, granting any superpriority claim or lien (except as contemplated herein) that is senior to or *pari passu* with the Lender's claims under this Agreement and the transactions contemplated thereby, except for the Permitted Encumbrances;
- (S) payment of or granting adequate protection with respect to prepetition debt in excess of \$1,000,000, other than as expressly set forth in the Orders;
- (T) any of the liens or the claims granted hereunder cease to be valid, perfected and enforceable in any respect;
- (U) there occurs any uninsured loss to any material portion of the Collateral that causes a Material Adverse Effect;
- (V) invalidity of this Agreement in any material respect;
- (W) other than as a result of the Chapter 11 Cases, a final judgment exceeds \$1,000,000 for liabilities arising after the Petition Date;
- (X) any termination or modification of the exclusivity periods set forth in Section 1121 of the Bankruptcy Code;
- (Y) other than the Carve-Out, the allowance of any claim or claims under section 506(c) of the Bankruptcy Code against or with respect to any of the Collateral;
- (Z) the termination or revocation of any guaranty of the Obligations; and

(AA) if any Loan Party or any of its Subsidiaries is enjoined, restrained or prevented by court order from continuing to conduct all or any material part of its business affairs which has a Material Adverse Effect.

- (j) [reserved];
- (k) [reserved];
- (l) [reserved]; or
- (m) a Change in Control shall occur;

then, and in any such event, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of letter of credit obligations, whether or not the beneficiaries of the then outstanding letters of credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable.

In addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Loan Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the New York Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Loan Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or consent to the use by the Loan Parties of any cash collateral arising in respect of the Collateral on such terms as the Administrative Agent deems reasonable, and/or may forthwith sell, lease, assign give an option or options to purchase or otherwise dispose of and deliver, or acquire by credit bid on behalf of the Lenders, the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery, all without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Loan Party, which right or equity is hereby waived and released. The Borrower further agrees, at the Administrative Agent's request, to assemble, or cause the applicable Loan Party to assemble, the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Borrower's or such Loan Party's premises or elsewhere. The

Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 7.01, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any other way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the obligations of the Loan Parties under the Loan Documents, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Loan Party. To the extent permitted by applicable law, the Borrower on behalf of itself and the other Loan Parties, waives all claims, damages and demands it or any other Loan Party may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder, except to the extent such damages are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Administrative Agent or such Lender, as the case may be. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

Section 7.02 Bankruptcy Code and Other Remedies.

(a) General. During the continuance of an Event of Default, subject to the Orders, any other orders entered by the Bankruptcy Court, and applicable law, the Administrative Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement (including, without limitation, Section 7.01) and the Orders in any other instrument or agreement securing, evidencing or relating to any Obligation, all rights and remedies of a secured party under the Bankruptcy Code, the Uniform Commercial Code and any other applicable law.

(b) Disposition of Collateral. Subject to the Orders, any other orders entered by the Bankruptcy Court, and applicable law, without limiting the generality of the foregoing, the Administrative Agent may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by the Orders and any notice required by law referred to below) to or upon any Loan Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived (except as required by the Orders)), during the continuance of any Event of Default (personally or through its agents or attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving any Loan Party or any other Person notice or opportunity for a hearing on the Administrative Agent's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral, (iii) dispose of, sell, grant option or options to purchase and deliver any Collateral (enter into contractual obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, (iv) withdraw all cash and cash equivalents in any deposit account or securities account of a Loan Party (other than an Excluded Deposit Account) and apply such cash and cash equivalents and other cash, if any, then held by it as Collateral in satisfaction of the Obligations, and (v) give notice and take sole possession and control of all amounts on deposit in or credited to any deposit account or securities

account (other than an Excluded Deposit Account) pursuant to any related control agreement. The Administrative Agent shall have the right, upon any such public sale or sales and, to the extent permitted by the Bankruptcy Code and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold (and, in lieu of actual payment of the purchase price, may “credit bid” or otherwise set off the amount of such price against the Obligations), free of any right or equity of redemption of any Loan Party, which right or equity is hereby waived and released.

(c) Management of the Collateral. Subject to the Orders, each Loan Party further agrees, that, during the continuance of any Event of Default, (i) at the Administrative Agent’s request, it shall assemble the Collateral and make it available to the Administrative Agent at places that the Administrative Agent shall reasonably select, whether at such Loan Party’s premises or elsewhere, (ii) without limiting the foregoing, the Administrative Agent also has the right to require that each Loan Party store and keep any Collateral pending further action by the Administrative Agent and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Administrative Agent is able to sell any Collateral, the Administrative Agent shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent and (iv) the Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Administrative Agent’s remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. The Administrative Agent shall not have any obligation to any Loan Party to maintain or preserve the rights of any Loan Party as against third parties with respect to any Collateral while such Collateral is in the possession of the Administrative Agent.

(d) Direct Obligation. Subject to the Orders, neither the Administrative Agent nor any other Secured Party shall be required to make any demand upon, or pursue or exhaust any right or remedy against, any Loan Party or any other Person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor or any direct or indirect guaranty thereof. All of the rights and remedies of the Administrative Agent and any other Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirements of Law. To the extent it may lawfully do so, each Loan Party absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender or other Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 calendar days before such sale or other disposition.

(e) Commercially Reasonable. To the extent that any Requirements of Law impose duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Loan Party acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent to do any of the following: (i) fail to incur significant costs, expenses or

other liabilities reasonably deemed as such by the Administrative Agent to prepare any Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) fail to obtain permits, or other consents, for access to any Collateral to sell or for the collection or sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain permits or other consents for the collection or disposition of any Collateral; (iii) fail to exercise remedies against account debtors or other Persons obligated on any Collateral or to remove Liens on any Collateral or to remove any adverse claims against any Collateral; (iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature or to contact other Persons, whether or not in the same business as any Loan Party, for expressions of interest in acquiring any such Collateral; (v) exercise collection remedies against account debtors and other Persons obligated on any Collateral, directly or through the use of collection agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature or, to the extent deemed appropriate by the Administrative Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any Collateral, or utilize Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral; (vi) dispose of assets in wholesale rather than retail markets; (vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or (viii) purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of any Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of any Collateral. Each Loan Party acknowledges that the purpose of clauses (i) through (viii) of this Section 7.02(e) is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in such clauses. Without limitation upon the foregoing, nothing contained herein shall be construed to grant any rights to any Loan Party or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 7.02.

(f) Deficiency. Each Loan Party shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorney employed by the Administrative Agent or any other Secured Party to collect such deficiency.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

Section 8.01 Appointment. Each of the Lenders, on behalf of itself and any of its Affiliates that are Secured Parties hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any

jurisdiction other than the United States, each of the Lenders hereby grants to the Administrative Agent any required powers of attorney to execute any Collateral Document governed by the laws of such jurisdiction on such Lender's behalf. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and the Loan Parties shall not have rights as a third party beneficiary of any of such provisions, other than this Section 8.01 and Section 8.06. It is understood and agreed that the use of the term "agent" as used herein or in any other Loan Documents (or any similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The Administrative Agent alone shall be authorized to determine whether any conditions to funding have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate the Administrative Agent from liability to any Lender for any error in judgment.

Section 8.02 Rights as a Lender. The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any Loan Party or any Subsidiary or any Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 8.03 Duties and Obligations. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Borrower or any of its Subsidiaries. Without limiting the generality of the foregoing, (a) the Administrative Agent and the Lenders shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Requirements of Law and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any Subsidiary that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by a final nonappealable judgment of a court of competent jurisdiction. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered

hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 8.04 Reliance. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.05 Actions through Sub-Agents. The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 8.06 Resignation. Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by giving ten (10) days' prior written notice to the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by its successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent without further action shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor, unless otherwise agreed by the Borrower and such successor. Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan

Documents, and (b) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, provided that (i) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (ii) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article, Section 2.19(d) and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above and the Administrative Agent shall continue to be subject to the obligations of Section 9.12 for a period of one (1) year after such resignation.

Section 8.07 Non-Reliance.

(a) Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and not investments in a business enterprise or securities. Each Lender further represents that in participating as a Lender, it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business, and not for the purpose of investing in the general performance of the Borrower or any of its Subsidiaries, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws). Each Lender further represents that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) 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, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a Lender or assign or otherwise transfer its rights, interests and obligations hereunder.

(b) Each Lender hereby agrees that (i) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent, (ii) the Administrative Agent (A) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any information contained in any Report, (iii) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports, (iv) it will keep all Reports confidential and strictly for its internal use,

not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement, and (v) without limiting the generality of any other indemnification provision contained in this Agreement, (A) it will hold the Administrative Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any extension of credit that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans, and (B) it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent or any such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or its Affiliates.

Section 8.08 [Reserved].

Section 8.09 Not Partners or Co-Venturers; Administrative Agent as Representative of the Secured Parties.

(a) The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

(b) Each Lender authorizes the Administrative Agent to enter into each of the Collateral Documents to which it is a party and to take all action contemplated by such documents. Each Lender agrees that no Secured Party shall have the right individually to seek to realize upon the security granted by any Collateral Document.

Section 8.10 Flood Laws. JPMCB has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the "**Flood Laws**"). JPMCB, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, JPMCB reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

Section 8.11 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans 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 with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

Section 8.12 Erroneous Payments.

(a) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a “**Payment**”) were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, 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 Payments received, including without limitation any defense based on “discharge for value” or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.12 shall be conclusive, absent manifest error.

(b) Each Lender hereby further agrees that if it receives a Payment 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 a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a “**Payment Notice**”) or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party; provided that for the avoidance of doubt, the immediately preceding clauses (x) and (y) shall not apply to the extent 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 Borrower or any other Loan Party for the purpose of satisfying such Obligations.

(d) Each party's obligations under this Section 8.12 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone or Electronic Systems (and subject in each case to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to the Borrower at:

8150 N. Central Expressway, Suite 775
Dallas, Texas 75206
Attention: Robert Stiles
Telephone No: (214) 676-7841
Email: rstiles@axip.com

With a copy to (which will not constitute notice) to:
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
Attention: East Berhane
Telephone No: (214) 220-7836
Email: eberhane@velaw.com

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A. at:

If to the Administrative Agent:

to the address or addresses separately provided to the Borrower

With copy(s) to:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-0480
Chicago, IL, 60603-2300
Attention: Commercial Banking Group
Fax No: (844) 490-5663
Email: jpm.agency.cri@jpmorgan.com
jpm.agency.servicing.1@jpmorgan.com

Agency Withholding Tax Inquiries:
Email: agency.tax.reporting@jpmorgan.com

Agency Compliance/Financials/Intralinks:
Email: covenant.compliance@jpmchase.com

(iii) if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or three (3) Business Days after dispatch if sent by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to the relevant party as provided in this Section 9.01, (B) sent by facsimile shall be deemed to have been given when sent, provided that if not given during normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day of the recipient, or (C) delivered through Electronic Systems to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by Electronic Systems pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II or to compliance and no Default certificates delivered pursuant to Section 4.01(d) unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and the Borrower (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by Electronic Systems pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise proscribes, all such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during

the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto; it being understood and agreed that the Borrower may provide any such notice to the Administrative Agent as recipient on behalf of itself and each Lender.

(d) Electronic Systems.

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make Communications available to the Lenders by posting the Communications on a Platform.

(ii) The Platform used by the Administrative Agent and the Communications are provided “as is” and “as available.” The Agent Parties do not warrant 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 any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall any Agent Party have any liability to the Borrower or the other Loan Parties, 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 Borrower’s, any Loan Party’s or the Administrative Agent’s transmission of Communications through the internet or the Platform.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (x) in the case of this Agreement, pursuant to the Orders or an agreement or agreements in writing entered into by the Borrower and the Required Lenders or (y) in the case of any other Loan Document, pursuant to the Orders or an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party

or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement (including the Orders) shall (i) amend the Intercreditor Agreement, (ii) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender) (it being understood that a waiver of any condition precedent or the waiver of any Default, Event of Default or mandatory prepayment shall not constitute an increase or extension of any Commitment), (iii) reduce or forgive the principal amount of any Loan or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) adversely affected thereby (but not by virtue of a waiver of any condition precedent, Default, Event of Default or mandatory prepayment or change to a financial ratio or definition applicable thereto); provided that any waiver or reduction of a post-default increase in the interest or fees payable hereunder shall be effective with the consent of the Required Lenders (and shall not require the consent of each adversely affected Lender), (iv) postpone any scheduled date of payment of the principal amount of any Loan, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) adversely affected thereby, (v) change Section 2.20(b) or (d) in a manner that would alter the manner in which any payments are shared or otherwise amend or modify any provision of the Loan Documents providing for the pro rata sharing of any payments, without the written consent of each Lender (other than any Defaulting Lender), (vi) [reserved], (vii) change any of the provisions of this Section or the definition of “Required Lenders” or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (other than any Defaulting Lender) directly affected thereby, (viii) release all or substantially all of the value of the Guarantees of the Secured Obligations (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender (other than any Defaulting Lender), (ix) except as provided in clause (c) of this Section or in any Collateral Document, release all or substantially all of the Collateral, without the written consent of each Lender (other than any Defaulting Lender), (x) subordinate either (A) the Lien on all or substantially all of the Collateral securing the Secured Obligations to the Lien securing any other Indebtedness (other than any Lien permitted pursuant to Section 6.02(c) as in effect on the date hereof) and/or (B) the Obligations or any part thereof to any other Indebtedness, without the written consent of each Lender affected thereby (provided that the consent of each affected Lender pursuant to this clause 9.02(b)(x) shall not be required in connection with any Indebtedness permitted pursuant to Section 6.01(c) as of the Effective Date), (xi) [reserved] or (xii) amend the definition of “Defaulting Lender” without the consent of each Lender; provided, further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent (it being understood that any amendment to Section 2.22 shall require the consent of the Administrative Agent); provided, further that no such agreement shall amend or modify the provisions of Section 2.07 without the prior written consent of the Administrative Agent. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04.

(c) The Lenders hereby irrevocably authorize the Administrative Agent to, and the Administrative Agent shall, release (A) any Guarantor from the Guarantees upon

consummation of any transaction permitted hereunder resulting in such Subsidiary ceasing to constitute a Subsidiary to the extent permitted by this Agreement and (B) any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the Termination Date, (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement or (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII. Except as provided in the preceding sentence, the Administrative Agent will not release any Liens on Collateral without the prior written authorization of the Required Lenders. In connection with any termination or release requested pursuant to this Section 9.02, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, upon receipt of an officer's certificate certifying that such transaction or event was permitted hereunder, all documents that such Loan Party shall request to evidence such termination or release, and shall file (or authorize such Loan Party to file) any termination statements in respect of UCC financing statements (or similar filings under applicable law). Each of the Secured Parties irrevocably authorizes the Administrative Agent to effect the releases set forth in this Section 9.02. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Any execution and delivery by the Administrative Agent of documents in connection with any such release shall be without recourse to or warranty by the Administrative Agent.

(d) [Reserved].

(e) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Loan Documents to (i) cure any ambiguity, omission, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary technical change, (ii) cause any Collateral Document to comply with any Requirements of Law or the advice of counsel to the Administrative Agent or to be consistent with this Agreement and/or the relevant other Loan Documents or (iii) effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties.

Section 9.03 Expenses; Limitation of Liability; Indemnity; Damage Waiver.

(a) The Loan Parties shall, jointly and severally, pay all (i) reasonable and documented out-of-pocket expenses of the Administrative Agent and its Affiliates, in connection with the syndication and distribution (including, without limitation, via the internet or through an Electronic System) of the credit facilities provided for herein and the preparation, execution, delivery and administration of the Loan Documents and any amendment or waiver with respect thereto and the Chapter 11 Cases (including the reasonable and documented fees, disbursements and other charges of (x) counsel (but limited, in the case of legal fees and expenses, to the

reasonable fees, charges and disbursements of one counsel to the Administrative Agent as counsel to the Administrative Agent and its Affiliates and, solely in the case of an actual or potential conflict of interest, one additional counsel to all affected parties, taken as a whole and, if reasonably necessary, of one local counsel in any relevant local jurisdiction to such Persons, taken as a whole)) and (y) Huron Consulting Services, LLC in connection with its engagement by Simpson Thacher & Bartlett LLP as financial advisor, and any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) [reserved] and (iii) reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans. Expenses being reimbursed by the Loan Parties under this Section include, without limiting the generality of the foregoing, reasonable and documented fees, costs and expenses incurred in connection with:

- (A) appraisals;
- (B) field examinations and the preparation of Reports based on the fees charged by a third party retained by the Administrative Agent or the internally allocated fees for each Person employed by the Administrative Agent with respect to each field examination;
- (C) Taxes, fees and other charges for (1) lien and title searches, and title insurance and (2) filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;
- (D) during the existence of an Event of Default, sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and
- (E) during the existence of an Event of Default, forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing fees, costs and expenses may be charged to the Borrower as Loans or to another deposit account, all as described in Section 2.20(c).

(b) To the extent permitted by applicable law (i) neither the Borrower nor any Loan Party shall assert, and the Borrower and each Loan Party hereby waives, any claim against the Administrative Agent and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "**Lender-Related Person**") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or

instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided that, nothing in this Section 9.03(b) shall relieve the Borrower or any Loan Party of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.03(c), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all Liabilities and related reasonable out-of-pocket expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or any Indemnitee or any Loan Party, and any claim for patent, trademark, copyright or other intellectual property infringement), (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials in violation of Environmental Law on or from any property owned or operated by a Loan Party or a Subsidiary, or any Environmental Liability related in any way to a Loan Party or a Subsidiary, (iv) the failure of a Loan Party to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by a Loan Party for Taxes pursuant to Section 2.19, or (v) any actual or prospective Proceeding relating to any of the foregoing, whether or not such Proceeding is brought by any Loan Party or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory 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 Liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) arise out of any dispute solely among Indemnities which do not arise out of any act or omission of any Loan Party or any of its Subsidiaries (other than any proceeding against the Administrative Agent solely in its capacity or in fulfilling its role as the administrative agent hereunder). This Section 9.03(c) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(d) To the extent that any Loan Party fails to pay any amount required to be paid by it to the Administrative Agent (or any sub-agent thereof or any Related Party of any of the foregoing) under paragraph (a), (b) or (c) of this Section, each Lender severally agrees to pay to the Administrative Agent (or any Related Party thereof), as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that the Loan Parties' failure to pay any such amount shall not relieve any Loan Party of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(e) [Reserved].

(f) All amounts due under this Section shall be payable not later than the earlier of (i) thirty (30) days after written demand therefor and (ii) the Maturity Date.

(g) Each Indemnatee shall be obligated to refund or return any and all amounts paid by a Loan Party under this Section 9.03 to such Indemnatee for any losses, claims, damages, liabilities and expenses to the extent such Indemnatee is not entitled to payment of such amounts in accordance with the terms hereof as determined by a final non-appealable judgment of a court of competent jurisdiction.

Section 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (b) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement. Notwithstanding the foregoing, any assignment to a “Lender” under and as defined in the Second Lien Credit Agreement (or an affiliate thereof) shall be null and void.

(b)

(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the Administrative Agent and, solely to the extent no Event of Default has occurred and is continuing, the Borrower.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitment, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless the Administrative Agent otherwise;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (1) an Assignment and Assumption or (2) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; provided that, such company, investment vehicle or trust shall not constitute an Ineligible Institution if it (i) has not been established for the primary purpose of acquiring any Loans or Commitments, (ii) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (iii) has assets greater than \$25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business, (d) any Person that is a lender, secured party, holder of obligations or functional equivalent of any of the foregoing under any Second Lien Loan Document, (e) any Affiliate of a Person described in the preceding clause (d) or (f) a Loan Party or a Subsidiary or other Affiliate of a Loan Party.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits and subject to the obligations of Sections 2.16, 2.17 9.03 and 9.12). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this

Section (except in the case of an Ineligible Institution, in which case such assignment shall be null and void).

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b)(ii)(C) of this Section and any written consent to such assignment required by paragraph (b)(i) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.07(b), 2.20(d) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of, or notice to, the Borrower, the Administrative Agent, sell participations to one or more banks or other entities (a “**Participant**”) other than an Ineligible Institution in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that directly affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.17 and 2.19 (subject to the requirements and limitations therein, including the requirements under Section 2.19(f) and (g) (it being understood that the documentation required under Section 2.19(f) shall be delivered to the participating Lender

and the information and documentation required under Section 2.19(g) will be delivered to the Borrower and the Administrative Agent)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (1) agrees to be subject to the provisions of Sections 2.20 and 2.21 as if it were an assignee under paragraph (b) of this Section; and (2) shall not be entitled to receive any greater payment under Section 2.17 or 2.19, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.21(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.20(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to an Ineligible Institution) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 9.05 Survival. To the extent permitted by applicable Requirements of Law, all covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender 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 any fee or any other amount payable under this Agreement is outstanding

and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.16, 2.17, 9.03, 9.12 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

Section 9.06 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. 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 which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 9.07 Severability. To the extent permitted by applicable Requirements of Law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, upon the prior approval of the Administrative Agent or the Required Lenders, each

Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Loan Party against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrower and the Administrative Agent of such set-off or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws of the State of New York but giving effect to federal laws applicable to national banks and, to the extent applicable, the Bankruptcy Code.

(b) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court or, if the Bankruptcy Court does not have (or abstains from) jurisdiction, in any state or federal court of competent jurisdiction in the state, county, and city of New York, borough of Manhattan, in any action or proceeding arising out of or relating to any Loan Documents, 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 federal court or, to the extent such court lacks subject matter jurisdiction, in such New York state 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 or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction to enforce its rights in the Collateral (and the Loan Parties may respond thereto).

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE 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 OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11 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 9.12 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Confidential Information, except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), in which case, such Person shall (i) to the extent permitted by applicable Requirements of Law, inform the Borrower promptly in advance thereof and (ii) except with respect to any audit or examination conducted by bank regulatory authorities, use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment, (c) to the extent required by any Requirement of Law or by any subpoena or similar legal process, in which case, such Person shall, except with respect to any audit or examination conducted by bank accountants or any Governmental Authority exercising examination, governmental or regulatory authority, (i) to the extent permitted by applicable Requirements of Law, inform the Borrower promptly in advance thereof and (ii) except with respect to any audit or examination conducted by bank regulatory authorities, use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Borrower or (h) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than the Borrower; provided that such Person, after reasonable investigation, has no

knowledge that such non-confidential source is not subject to confidentiality obligations owing to any Loan Party. Any Person required to maintain the confidentiality of Confidential 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 Confidential Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT CONFIDENTIAL INFORMATION FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

Section 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board) for the repayment of the Loans provided for herein. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any Requirement of Law.

Section 9.14 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

Section 9.15 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments

in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 9.16 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the other Secured Parties, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.17 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 9.18 Marketing Consent. The Borrower hereby authorizes each Lender and its Affiliates, at their respective sole expense, but without any prior approval by the Borrower, to publish such tombstones and give such other publicity to this Agreement as each may from time to time determine in its sole discretion. The foregoing authorization shall remain in effect unless and until the Borrower notifies JPMCB in writing that such authorization is revoked.

Section 9.19 Acknowledgement and Consent to Bail-In of EEA 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 9.20 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 Loan Parties acknowledge and agree that: (i) (A) the arranging and other services regarding this Agreement provided by the Lenders are arm's length commercial transactions between the Loan Parties and their Affiliates, on the one hand, and the Lenders and their Affiliates, on the other hand, (B) the Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (C) the Loan Parties are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents, (ii) (A) each of the Lenders and their Affiliates 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 Loan Parties or any of their Affiliates, or any other Person and (B) no Lender or any of its Affiliates has any obligation to the Loan Parties or any of their Affiliates with respect to the transactions contemplated hereby except, in the case of a Lender, those obligations expressly set forth herein and in the other Loan Documents, and (iii) each of the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and its Affiliates, and no Lender or any of its Affiliates has any obligation to disclose any of such interests to the Loan Parties or their Affiliates. To the fullest extent permitted by law, the Loan Parties hereby waive and release any claims that they may have against the Administrative Agent, each of the Lenders and their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.21 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of Texas and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or

under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 9.22 Credit Bidding. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were

credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid. It is understood and agreed that for purposes of this Section 9.22, each reference to the Obligations shall include the Obligations to the extent and if deemed refinanced and rolled on a dollar-for-dollar basis into a facility established pursuant to debtor-in-possession financing under Section 364 of the Bankruptcy Code or any similar provision of any similar laws in any other jurisdictions to which a Loan Party is subject in connection with the Chapter 11 Cases.

Section 9.23 Orders Control. To the extent that any specific provision hereof is inconsistent with any of the Orders, the Interim DIP Order or Final DIP Order (as applicable) shall control.

ARTICLE X

LOAN GUARANTY

Section 10.01 Guaranty. Each Loan Guarantor (other than those that have delivered a separate Guarantee) hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all costs and expenses, including, without limitation, all court costs and out-of-pocket attorneys' and paralegals' fees and expenses paid or incurred by the Administrative Agent and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, the Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the "Guaranteed Obligations"; provided, however, that the definition of "Guaranteed Obligations" shall not create any guarantee by any Loan Guarantor of (or grant of security interest by any Loan Guarantor to support, as applicable) any Excluded Swap Obligations of such Loan Guarantor for purposes of determining any obligations of any Loan Guarantor). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or

renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

Section 10.02 Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent or any Lender to sue the Borrower, any Loan Guarantor, any other guarantor of, or any other Person obligated for, all or any part of the Guaranteed Obligations (each, an “**Obligated Party**”), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

Section 10.03 No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the occurrence of the Termination Date), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Guaranteed Obligations, by operation of law or otherwise, (ii) any change in the corporate existence, structure or ownership of the Borrower or any other Obligated Party liable for any of the Guaranteed Obligations, (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or their assets or any resulting release or discharge of any obligation of any Obligated Party, or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent any Lender or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations, (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations, (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of the Borrower for all or any part of the Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the Guaranteed Obligations, (iv) any action or failure to act by the Administrative Agent or any Lender with respect to any collateral securing any part of the Guaranteed Obligations, or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

Section 10.04 Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Borrower or any Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Borrower, any Loan Guarantor or any other Obligated Party, other than the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

Section 10.05 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party or any collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Administrative Agent and the Lenders.

Section 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations (including a payment effected through exercise of a right of setoff) is rescinded, or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Administrative Agent.

Section 10.07 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan

Guaranty, and agrees that none of the Administrative Agent or any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

Section 10.08 Termination. Each of the Lenders may continue to make loans or extend credit to the Borrower based on this Loan Guaranty until five (5) days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice, each Loan Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth (5th) day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of such Guaranteed Obligations. Nothing in this Section 10.08 shall be deemed to constitute a waiver of, or eliminate, limit, reduce or otherwise impair any rights or remedies the Administrative Agent or any Lender may have in respect of, any Default or Event of Default that shall exist under Article VII hereof as a result of any such notice of termination.

Section 10.09 Maximum Liability. Notwithstanding any other provision of this Loan Guaranty, the amount guaranteed by each Loan Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law. In determining the limitations, if any, on the amount of any Loan Guarantor's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Loan Guarantor may have under this Loan Guaranty, any other agreement or applicable law shall be taken into account.

Section 10.10 Contribution.

(a) To the extent that any Loan Guarantor shall make a payment under this Loan Guaranty (a "**Guarantor Payment**") which, taking into account all other Guarantor Payments then previously or concurrently made by any other Loan Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Loan Guarantor if each Loan Guarantor had paid the aggregate Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion as such Loan Guarantor's Allocable Amount (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Loan Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following the Termination Date, such Loan Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the "**Allocable Amount**" of any Loan Guarantor shall be equal to the excess of the fair saleable value of the property of such Loan Guarantor over the total liabilities of such Loan Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Loan Guarantor that is also liable for such contingent liability pays its ratable share thereof), giving effect to all payments made by other Loan Guarantors as of such date in a manner to maximize the amount of such contributions.

(c) This Section 10.10 is intended only to define the relative rights of the Loan Guarantors, and nothing set forth in this Section 10.10 is intended to or shall impair the obligations of the Loan Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Loan Guaranty.

(d) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Guarantor or Loan Guarantors to which such contribution and indemnification is owing.

(e) The rights of the indemnifying Loan Guarantors against other Loan Guarantors under this Section 10.10 shall be exercisable upon the Termination Date.

Section 10.11 Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 10.12 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guarantee in respect of a Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.12 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.12 or otherwise under this Loan Guaranty voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this Section 10.12 shall remain in full force and effect until the termination of all Swap Obligations. Each Qualified ECP Guarantor intends that this Section 10.12 constitute, and this Section 10.12 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(ii) of the Commodity Exchange Act.

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Schedule 2

Initial DIP Budget

AXIP - 13-Week DIP Budget
Date as of February 20, 2026

#	Week Number Week Ended	1 2/27	2 3/6	3 3/13	4 3/20	5 3/27	6 4/3	7 4/10	8 4/17	9 4/24	10 5/1	11 5/8	12 5/15	13 5/22	Total
1.	Receipts	\$ 2,095,680	\$ 2,021,325	\$ 1,161,035	\$ 1,020,671	\$ 2,095,680	\$ 2,082,047	\$ 1,412,985	\$ 1,246,042	\$ 1,214,696	\$ 1,924,942	\$ 1,821,325	\$ 860,381	\$ -	\$ 18,956,811
2.	Operating Expenditures (including Capital Expenditures)	(1,450,769)	(3,038,711)	(1,297,820)	(1,840,597)	(1,646,991)	(3,089,565)	(765,363)	(2,722,200)	(1,121,439)	(2,860,116)	(1,320,363)	(2,199,842)	-	(23,353,775)
3.	Professional Expenses	(6,412,918)	(1,466,286)	(1,416,286)	(2,416,286)	(1,416,286)	(1,316,286)	(1,266,286)	(2,266,286)	(1,302,000)	(1,327,000)	(252,000)	(80,663)	-	(20,938,581)
4.	Other Disbursements	-	-	-	-	-	-	-	-	-	(179,041)	-	-	-	(179,041)
5.	Total, Disbursements	\$ (7,863,686)	\$ (4,504,997)	\$ (2,714,106)	\$ (4,256,882)	\$ (3,063,277)	\$ (4,405,850)	\$ (2,031,649)	\$ (4,988,486)	\$ (2,423,439)	\$ (4,366,158)	\$ (1,572,363)	\$ (2,280,505)	\$ -	\$ (44,471,397)
6.	Weekly Net Cash Flow	\$ (5,768,006)	\$ (2,483,671)	\$ (1,553,070)	\$ (3,236,211)	\$ (967,596)	\$ (2,323,804)	\$ (618,664)	\$ (3,742,444)	\$ (1,208,743)	\$ (2,441,215)	\$ 248,962	\$ (1,420,124)	\$ -	\$ (25,514,587)
7.	Cash Roll-Forward														
8.	Starting Cash Balance	\$ -	\$ 2,483,671	\$ -	\$ 3,236,211	\$ -	\$ 2,323,804	\$ -	\$ 3,742,444	\$ (0)	\$ 2,441,215	\$ (0)	\$ 1,420,124	\$ (0)	\$ -
9.	Weekly Net Cash Flow	(5,768,006)	(2,483,671)	(1,553,070)	(3,236,211)	(967,596)	(2,323,804)	(618,664)	(3,742,444)	(1,208,743)	(2,441,215)	248,962	(1,420,124)	-	(25,514,587)
10.	Supplemental DIP Advances	8,251,677	-	4,789,282	-	3,291,400	-	4,361,108	-	3,649,958	-	1,171,162	-	-	25,514,587
11.	Ending Cash Balance	\$ 2,483,671	\$ -	\$ 3,236,211	\$ -	\$ 2,323,804	\$ -	\$ 3,742,444	\$ (0)	\$ 2,441,215	\$ (0)	\$ 1,420,124	\$ (0)	\$ (0)	\$ (0)
12.	Liquidity														
13.	Supplemental DIP Loan Limit	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587	\$ 25,514,587
14.	Supplemental DIP Availability	17,262,910	17,262,910	12,473,628	12,473,628	9,182,228	9,182,228	4,821,120	4,821,120	1,171,162	1,171,162	0	0	0	0
15.	Liquidity (ECB Post-Fin. + DIP Avail.)	\$ 19,746,581	\$ 17,262,910	\$ 15,709,839	\$ 12,473,628	\$ 11,506,031	\$ 9,182,228	\$ 8,563,564	\$ 4,821,120	\$ 3,612,377	\$ 1,171,162	\$ 1,420,124	\$ 0	\$ 0	\$ 0

Schedule 3

MILESTONES

The Debtors shall, in each case unless extended or waived by the agreement of the Debtors and the DIP Agent:

1. No later than one (1) calendar day after the Petition Date, the Debtors shall have filed with the Court (1) a motion seeking entry of the DIP Orders and (2) a motion seeking approval of bidding procedures and a stalking horse bid, in each case in form and substance reasonably acceptable to the DIP Agent and the Debtors.
2. No later than three (3) calendar days after the Petition Date, the Debtors shall have obtained entry by the Court of the Interim Order in form and substance satisfactory to the DIP Agent in its sole discretion.
3. No later than fifteen (15) calendar days after the Petition Date, the Debtors shall have obtained entry of an order of the Court approving bidding procedures and the stalking horse bid (the “**Bid Procedures Order**”) and which Bid Procedures Order shall be in form and substance reasonably acceptable to the DIP Agent and the Debtors.
4. No later than thirty (30) calendar days after the Petition Date, the Debtors shall have obtained entry by the Court of the Final Order in form and substance acceptable to the DIP Agent in its sole discretion.
5. The bid deadline for submission of binding qualified bids in accordance with the Bid Procedures Order shall occur no later than thirty-six (36) calendar days after the Petition Date.
6. No later than forty-three (43) calendar days after the Petition Date, the Debtors shall have obtained entry of an order of the Court approving the sale of all or substantially all of the Debtors’ assets (the “**Sale Order**”), and which Sale Order shall provide for repayment of the DIP Facility in accordance with the priorities set forth in the DIP Orders and the Intercreditor Agreements, and otherwise be in form and substance reasonably acceptable to the DIP Agent and the Debtors.
7. No later than forty-five (45) calendar days after the Petition Date, the Debtors shall have closed the sale authorized pursuant to the Sale Order and contemporaneously therewith shall have directed the proceeds therefrom to repay the DIP Facility in accordance with the priorities set forth in the DIP Orders.

Any Milestone extension shall require the consent of the DIP Agent (but in no event shall any Milestone be extended beyond the Maturity Date).

Schedule 4

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is made and entered into as of February [●], 2026, by and between Axip Energy Services, LP, a Texas limited partnership (the “**Company**”) and Epiq Corporate Restructuring LLC, a New York limited liability company as agent (the “**Escrow Agent**,” and together with the Company, the “**Parties**”).

WHEREAS, the Company and certain of its debtor affiliates (collectively, the “**Debtors**”) have each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) on February 22, 2026.

WHEREAS, on February [●], 2026 the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent (the “**DIP Agent**”), and lenders party thereto from time to time (the “**DIP Lenders**,” and together with the DIP Agent, the “**DIP Secured Parties**”) entered into that certain *Debtor-in-Possession Term Loan Credit Agreement*, dated as of February [●], 2026 (the “**DIP Credit Agreement**”), pursuant to which the DIP Secured Parties have agreed to provide debtor-in-possession financing to the Debtors pursuant to the terms of the DIP Credit Agreement.

WHEREAS, on February [●], 2026 the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Court**”) entered that certain *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Liens and Superpriority Administrative Expense Status, and (C) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time and/or replaced by a final order, the “**DIP Order**”), authorizing the Debtors’ entry into the DIP Credit Agreement, among other relief.¹

WHEREAS, in furtherance thereof, and pursuant to the DIP Order, the Company has requested that the Escrow Agent establish, and the Escrow Agent has agreed to establish, on the terms and conditions set forth in this Agreement and the DIP Order, an escrow account for the sole purpose of reserving for and paying unpaid Allowed Professional Fees (the “**Escrow Account**”), to be funded by the Company in accordance to this Agreement and the DIP Order, which shall be deposited into escrow to be held and distributed by the Escrow Agent in accordance with the terms of this Agreement and the DIP Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Parties agree as follows:

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the DIP Credit Agreement or the DIP Order, as applicable.

1. **Escrow Agent.** The Company hereby appoints the Escrow Agent as escrow agent for the purposes set forth herein and in the DIP Order, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein and in the DIP Order.

2. **Funding of Deposit.** Upon entry of the DIP Order and contemporaneous with the funding of the Interim New Money DIP Loans pursuant to the DIP Order, the Company shall deposit with the Escrow Agent, by wire transfer of immediately available funds per the wiring instructions contained in **Schedule 1** affixed hereto, an amount equal to (a) the Post Carve-Out Trigger Notice Cap; *plus* (b) the total Estimated Professional Fees for the period beginning on the Petition Date through the second Saturday following the Petition Date (the “**Initial Deposit**”). Following the Initial Deposit, the Company shall deposit cash proceeds from the DIP Facility or cash on hand with the Escrow Agent, by wire transfer of immediately available funds per the wiring instructions contained in **Schedule 1** affixed hereto, in the amounts and in the manner set forth in the DIP Order (each, a “**Subsequent Deposit**,” and together with the Initial Deposit, the “**Deposit**”). The Escrow Agent shall not distribute or release the Deposit except in accordance with the terms and conditions of this Agreement, the DIP Order, or as otherwise ordered by the Court.

3. **Use of Deposit.** The Deposit held in the Escrow Account pursuant to this Agreement will be maintained in trust for the benefit of the Estate Professionals and shall not constitute property of the Debtors or the Debtors’ estates or be subject to the control, lien, security interest, or claims of the DIP Secured Parties, any Prepetition Secured Parties, any other creditor of the Debtors, or any other person. If there is a dispute regarding the Deposit between any of the Parties to this Agreement, the Estate Professionals, or the Escrow Agent, any such party may submit the dispute to a court of competent jurisdiction as provided herein for resolution. Notwithstanding anything herein to the contrary, the Deposit held in the Escrow Account shall not constitute property of the Debtors’ estates within the meaning of 11 U.S.C. § 541.

4. **Release of Deposit.** The Escrow Agent shall not release any portion of the Deposit, in whole or in part, from the Escrow Account except pursuant to a signed written instruction (a “**Direction Letter**”) set forth in a PDF attached to an email from an authorized Estate Professional set forth on **Schedule 2** affixed hereto (each such person, an “**Authorized Signatory**”), accompanied by the written consent (email being sufficient) (the “**CRO Consent**”) of Ben Chesters, in his capacity as the chief restructuring officer of the Debtors (the “**CRO**”), authorizing release of such portion thereof to one or more Estate Professional(s) in the amount(s) set forth therein to the account(s) specified therein. Any such release of a portion of the Deposit shall be made solely in accordance with the DIP Orders and any compensation order(s) entered by the Court. Upon receipt of a Direction Letter and CRO Consent, the Escrow Agent shall promptly, and in any event within one (1) business day of its receipt of such Direction Letter and CRO Consent, release the applicable portion of the Deposit by wire transfer to the account(s) designated in the Direction Letter.

5. **Reliance on Direction Letters.** The Escrow Agent shall be entitled to conclusively rely upon any Direction Letter and CRO Consent conforming to the requirements set forth in this Agreement, and shall have no responsibility to independently review the DIP Credit Agreement, the DIP Order, any underlying facts, circumstances, and/or occurrences, any supporting documentation thereto, and/or any final and non-appealable order from a court of competent

jurisdiction to which such Direction Letter may refer, nor shall the Escrow Agent be required to interpret or draw legal conclusions with respect to a validly-authorized Direction Letter. Upon receipt by the Escrow Agent of a validly-authorized Direction Letter and CRO Consent, the Escrow Agent shall release the applicable portion of the Deposit as provided in Section 4 of this Agreement.

6. **Court Order.** Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be modified by a final and non-appealable order of the Court, and the Escrow Agent shall be bound by any such modifications; *provided* that, the Company may from time to time add, remove, or replace any Authorized Signatory to **Schedule II** via signed written instruction accompanied by CRO Consent to the Escrow Agent, without an order of the Court.

7. **Charges.** For the services furnished by the Escrow Agent under this Agreement, the Escrow Agent shall be paid a flat fee of \$10,000, which fee shall be due upon execution of this Agreement. The Escrow Agent will add this charge to Epiq Corporate Restructuring LLC's regular monthly invoice for the month following execution.

8. **Termination and Succession.** This Agreement shall terminate upon termination of the engagement of all Estate Professionals, or the Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days' advance notice in writing of such resignation to the Company and the CRO specifying a date when such resignation shall take effect. Upon the termination of the engagement of all Estate Professionals, or if the Company has failed to appoint a successor escrow agent prior to the expiration of forty-five (45) days following receipt of the notice of resignation, any remaining Deposit in escrow shall revert back to the Company in accordance with the DIP Orders. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to it, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by it in connection with the termination of the Agreement.

9. **Indemnity.** The Company agrees to indemnify and hold harmless the Escrow Agent from all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigations, investigations, costs or expenses (including without limitation, reasonable out-of-pocket actual fees and expenses of outside counsel and experts and their staffs and all expenses of document location, duplication, and shipment) (collectively "**Losses**"), including without limitation Losses arising from (a) the negotiation, preparation, execution, and performance of this Agreement (or any subsequent amendment, restatement, supersedence, or other modification of this Agreement) or (b) its following any validly-authorized Direction Letters, in any case except those Losses resulting from the Escrow Agent's fraud, gross negligence, or willful misconduct. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. This Section 9 shall survive termination of this Agreement or the resignation, replacement, or removal of the Escrow Agent for any reason.

10. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier

(receipt requested); (c) on the date sent by email of a PDF document if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below. Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, if applicable, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office.

If to the Company: Ankura Consulting Group, LLC
485 Lexington Avenue, 10th Floor
New York, New York 10017
Attn: Ben Chesters
Email: ben.chesters@ankura.com

-and-

8150 N. Central Expressway, Suite 775
Dallas, Texas 75206
Attn: Robert Stiles
Email: rstiles@axip.com

with copies to:

Vinson & Elkins LLP
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036
Attn: David S. Meyer
Jessica C. Peet
Email: dmeyer@velaw.com
jpeet@velaw.com

If to the Escrow Agent: Epiq Corporate Restructuring, LLC
Attn: Joseph Saraceni
Email: jsaraceni@epiqglobal.com
axip@epiqglobal.com

11. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas but giving effect to the Bankruptcy Code. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the Court, and each Party irrevocably submits to the exclusive jurisdiction of the Court in any such suit, action or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in the Court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit,

action, or any proceeding in the Court and irrevocably waive and agree not to plead or claim in the Court that any such suit, action, or proceeding brought in the Court has been brought in an inconvenient forum. To the extent the Court fails to exercise jurisdiction, then each Party irrevocably submits to the jurisdiction of any federal or state court sitting in the State of Texas in and for Harris County or the United States District Court located in Houston, Texas.

12. **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. **Force Majeure.** Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing Party's reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

15. **General.** This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by the Parties. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

16. **Disbursement Documentation.** Prior to or concurrently with the execution of this Agreement, the Company shall furnish the Escrow Agent with a copy of the Company's W-9 and any additional documentation required by the Escrow Agent for purposes of establishing the Escrow Account. Notwithstanding anything to the contrary in Section 4 of this Agreement and for the avoidance of doubt, the Escrow Agent shall not be required to comply with an otherwise validly authorized Direction Letter directing disbursement of funds to any third party recipient's account for which the Escrow Agent has not been furnished with required tax documentation (if any) for the recipient; *provided* that no such tax documentation will be required to authorize the return of any portion of the Deposit to the Company as provided for in this Agreement; *provided further* that such tax documentation, if otherwise required, may be affixed to such Direction Letter as an exhibit or transmitted concurrently therewith; *provided further* that the Escrow Agent shall, in advance of receipt of such Direction Letter, clarify upon request what documentation, if any, is

required to effectuate the disbursements set forth in such Direction Letter. If any required tax documentation has not been furnished to the Escrow Agent in connection with a Direction Letter, the Escrow Agent shall make a request for documentation and shall comply with the directions set forth therein upon receipt of such missing documents with no further action required by the submitting Escrow Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

Axip Energy Services, LP

By: _____

Name: Ben Chesters

Title: Chief Restructuring Officer

Epiq Corporate Restructuring, LLC

By: _____

Name: Brad Tuttle

Title: Senior Managing Director

[Signature Page to Escrow Agreement]

Schedules to Escrow Agreement

Schedule I

Escrow Account Funding Instructions

Per the requirements of Section 2 of the Escrow Agreement, the wiring instructions for the Escrow Account are as follows:

Bank:

Routing No. for Wire:

Acct. No.:

Schedules to Escrow Agreement

Schedule II**Authorized Signatories**

Name(s), telephone number(s), and authorized signature(s)¹ for members of the Company designated to issue Direction Letters transmitting instructions and authorizing disbursements to the Escrow Agent:

Company

Name	Telephone Number(s)	Signature
Ben Chesters	+1-347-909-0941	_____

Estate Professional

Name	Telephone Number(s)	Signature
Ben Chesters	+1-347-909-0941	_____
David S. Meyer	+1-212-237-0058	_____
Jessica Peet	+1-212-237-0108	_____
Robert A. Pacha	+1-713-403-2441	_____

¹ E-Signature is sufficient.

Schedule 5

DIP Fee Letter

[Filed under seal]