UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
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*Proposed Counsel to Debtors*

**Order Filed on April 17, 2023**
**by Clerk**
**U.S. Bankruptcy Court**
**District of New Jersey**

In re:

DAVID'S BRIDAL, LLC, *et al.,*

Debtors. [1]

Chapter 11

Case No. Case No. 23-13131 (CMG)

Judge: Christine M. Gravelle

(Joint Administration Requested)

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: David's Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holdco II, Inc. (7512); DBI Investors, Inc. (3857); David's Bridal Canada, Inc. (N/A); Blueprint Registry, LLC (2335). The location of debtor David's

**DATED: April 17, 2023**

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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

The relief set forth on the following pages, numbered two (2) through ninety-six (96) is hereby **ORDERED**.

Bridal, LLC's principal place of business and the debtors' service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

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**THIS MATTER** having come before the Court upon the motion (the "Motion") of David's Bridal, LLC and its affiliated debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases"), seeking entry of an interim order (this "Interim Order")[2] and a Final Order (as defined herein) pursuant to sections 105, 361, 362, 363, 364(c)(l), 364(c)(2), 364(c)(3), 364(e), 503, 507 and 552 of chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 4001-1, 4001-2, 4001-3 9013-1, 9013-2, 9013-4, and 9013-5 of the Local Rules (the "Local Bankruptcy Rules") for the United States Bankruptcy Court for the District of New Jersey (the "Court" or the "Bankruptcy Court"), *inter alia*:

(i) authorizing the Debtors to obtain senior secured postpetition financing on a superpriority basis consisting of a senior secured superpriority revolving credit facility in the aggregate principal amount of up to $85,000,000 (the "DIP ABL Facility," and all amounts extended thereunder, the "DIP ABL Loans"), consisting of (x) $75 million in revolving commitments (the "DIP Revolving Commitments") and (y) $10 million in "first in, last out" term loan commitments (the "DIP FILO Commitments," together with the DIP Revolving

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[2] Capitalized terms used in this Interim Order but not defined herein shall have the meanings given to them in the Motion or DIP Credit Agreement (as defined herein), as applicable.

Commitments, the "DIP ABL Commitments"),[3] pursuant to the terms and conditions of that certain *Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement* (as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time, the "DIP ABL Credit Agreement"), by and among the Debtors, Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "DIP ABL Agent"), 1903P Loan Agent, LLC, as agent for the lenders holding any portion of the DIP FILO Commitments and the loans in connection therewith (in such capacity, the "DIP FILO Agent," and together with the DIP ABL Agent, the "DIP Agents") and the other lenders party thereto (collectively, including the DIP Agents, the "DIP Lenders," and the DIP Lenders, the DIP Agents, and the other Lender Parties (as defined in the DIP Credit Agreement), together, the "DIP Secured Parties"), substantially in the form of **Exhibit A** attached hereto;

(ii) authorizing the Debtors to execute and deliver the DIP ABL Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, control agreements, and other Loan Documents (as defined in the DIP ABL Credit Agreement) and documents related thereto (including any security agreements, mortgages, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to

[3] Upon entry of the Final Order, any outstanding Prepetition ABL Obligations shall be deemed to constitute DIP Obligations.

time, and collectively, with the DIP ABL Credit Agreement, the "DIP Documents") and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(iii) granting the DIP ABL Facility and all obligations owing thereunder and under, or secured by, the DIP Documents to the DIP Secured Parties (collectively, and including all "Obligations" as described in the DIP ABL Credit Agreement, the "DIP Obligations") allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases (as defined herein).

(iv) granting to the DIP ABL Agent, for the benefit of itself and the DIP Secured Parties, automatically perfected security interests in and liens on all of the DIP Collateral (as defined herein), including, without limitation, all property constituting "Cash Collateral" as defined in section 363(a) of the Bankruptcy Code ("Cash Collateral"), which liens shall be subject to the priorities set forth herein;

(v) authorizing and directing the Debtors to pay the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due, and payable, including, without limitation, letter of credit fees (including issuance and other related charges), continuing commitment fees, closing fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent's fees, the reasonable fees and disbursements of the DIP Agents' attorneys, advisors, accountants and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(vi) authorizing the Debtors to use, solely to the extent and on the terms described herein, the DIP ABL Loans and the Prepetition Collateral (as defined herein), including the Cash Collateral of the Prepetition ABL Parties under the Prepetition ABL Documents and the Prepetition Term Loan Parties under the Prepetition Term Loan Documents (each as defined herein);

(vii) providing adequate protection to the Prepetition ABL Parties and Prepetition Term Loan Parties for any diminution in value of their respective interests in the Prepetition Collateral, including Cash Collateral, for any reason provided for under the Bankruptcy Code, including the imposition of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral, and the priming of their respective interests in the Prepetition Collateral (including by the Carve Out, and solely with respect to the Prepetition Term Priority Collateral, the Disposition Fee Amount) pursuant to the terms and conditions set forth herein (collectively, and solely to the extent of such diminution in value, "Diminution in Value");

(viii) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order; and

(ix) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion on a final basis and approving the form of notice with respect to the Final Hearing.

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The Court having considered the Motion, the exhibits attached thereto, the First Day Declaration, the *Declaration of Surbhi Gupta, Managing Director of Houlihan Lokey, Inc., in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "Gupta Declaration"), the *Declaration of Stephen Coulombe, Managing Director of The Berkley Research Group, Inc., in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "Coulombe Declaration," and together with the Gupta Declaration, the "DIP Declarations"), and the *Declaration of James Marcum, Chief Executive Officer of the Debtors, in Support of Debtors' Chapter 11 Petitions and First Day Motions* in support of the Motion (the "First Day Declaration"), the DIP Credit Agreement and other DIP Documents, and the evidence submitted and argument made at the interim hearing held on April 17, 2023 (the "Interim Hearing"); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Bankruptcy Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the

interim relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the maximization of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP ABL Credit Agreement 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. **Disposition.** The relief requested in the Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Interim Order shall

[4] The findings and conclusions set forth herein constitute the Bankruptcy 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.

become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. **Petition Date**. On April 17, 2023 (the "Petition Date"), each of the Debtors filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

C. **Debtors in Possession**. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed.

D. **Jurisdiction and Venue**. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Chapter 11 Cases and proceedings on the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

E. **Committee**. As of the date hereof, the United States Trustee for the District of New Jersey (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 "Committee").

F. **Notice**. Notice of the Motion and the Interim Hearing have been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other

or further notice of the DIP Motion with respect to the relief requested at the Interim Hearing or entry of this Interim Order shall be required.

G. **Debtors' Stipulations**. After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties in interest as set forth in paragraph 35 herein, the Debtors, on their own behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (Paragraphs G(i) through G(xii) below are referred to, collectively, as the "Debtors' Stipulations"):

(i) *Prepetition ABL Facility.* Pursuant to that certain *Amended and Restated ABL Credit Agreement* dated as of November 26, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Agreement," and collectively with the Loan Documents (as defined in the Prepetition ABL Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived, or otherwise modified from time to time, the "Prepetition ABL Documents"), among (a) David's Bridal, LLC, as borrower under the Prepetition ABL Documents (the "Prepetition ABL Borrower") and the other guarantors thereto (the "Prepetition ABL Guarantors"), (b) Bank of America, N.A., as administrative agent, collateral agent and letter of credit issuer (in such capacities, the "Prepetition ABL Agent"), (c) 1903P Loan Agent, LLC, as agent, (the "Prepetition FILO Agent"), and (d) the lenders and the Credit Parties (as defined in the Prepetition ABL Agreement) party thereto (collectively, including the Prepetition ABL

Agent and the Prepetition FILO Agent, the "Prepetition ABL Lenders," and together with the Prepetition ABL Lenders, the Prepetition ABL Agent and the Prepetition FILO Agent, the "Prepetition ABL Parties"), the Prepetition ABL Lenders provided revolving credit, term loans, and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL Borrower pursuant to the Prepetition ABL Documents (the "Prepetition ABL Facility").

(ii) *Prepetition ABL Obligations*. The Prepetition ABL Facility provided the Prepetition ABL Borrower with, among other things, up to $125,000,000 aggregate principal amount of Revolving Credit Loans and up to $10,000,000 aggregate principal amount of FILO Term Loans (each such term as defined in the Prepetition ABL Agreement). As of the Petition Date, the aggregate principal amount outstanding under the Prepetition ABL Facility was not less than approximately $38,475,432 of Revolving Credit Loans and $10,072,891.67 of FILO Term Loans (collectively, together with accrued and unpaid interest, outstanding letters of credit and bankers' acceptances, any reimbursement obligations (contingent or otherwise) in respect of letters of credit and bankers' acceptances, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever

arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations pursuant to, or secured by, the Prepetition ABL Documents, including all "Obligations" as defined in the Prepetition ABL Agreement, and all interest, fees, prepayment premiums, costs, and other charges allowable under section 506(b) of the Bankruptcy Code, the "Prepetition ABL Obligations").

(iii) *Prepetition ABL Liens and Prepetition ABL Priority Collateral*. As more fully set forth in the Prepetition ABL Documents, prior to the Petition Date, the Prepetition ABL Borrower and the Prepetition ABL Guarantors granted to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Parties, a security interest in and continuing lien on (the "Prepetition ABL Liens") substantially all of their assets and property (with certain exceptions set out in the Prepetition ABL Documents), including (a) a first priority security interest in and continuing lien on the ABL Priority Collateral (as defined in that certain Intercreditor Agreement, as defined below) 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 ABL Priority Collateral"), and (b) a junior security interest in and continuing lien on the Term Priority Collateral (as defined in the Intercreditor Agreement) and proceeds, products, accessions, rents, and profits of any of the foregoing, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Prepetition Term Priority Collateral," and together with the Prepetition ABL Priority Collateral, the "Prepetition

Collateral"), subject only to the liens of the Prepetition Term Loan Agents on the Prepetition Term Priority Collateral and subject, in each case, to the Prepetition ABL Permitted Prior Liens (as defined herein).

(iv) *Prepetition Term Loan Facilities*. Pursuant to (a) that certain *Senior Superpriority Term Loan Credit Agreement* dated as of April 30, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Senior Superpriority Term Loan Agreement," and collectively with the Loan Documents (as defined in the Prepetition Senior Superpriority Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Prepetition Senior Superpriority Term Loan Documents"), among (1) David's Bridal, LLC, as borrower under the Prepetition Senior Superpriority Term Loan Documents (the "Prepetition Senior Superiority Term Loan Borrower") and the guarantors thereto (the "Prepetition Senior Superpriority Term Loan Guarantors"), (2) Alter Domus (US) LLC, as administrative agent (in such capacity, the "Prepetition Senior Superpriority Term Loan Agent"), and (3) the lenders and the Credit Parties (as defined in the Prepetition Senior Superpriority Term Loan Agreement) party thereto (collectively, the "Prepetition Senior Superpriority Term Loan Lenders," and together with the Prepetition Senior Superpriority Term Loan Agent, the "Prepetition Senior Superpriority Term Loan Parties"), the Prepetition Senior Superpriority Term Loan Lenders provided term loans to the Prepetition

Senior Superpriority Term Loan Borrower pursuant to the Prepetition Senior Superpriority Term Loan Documents (the "Prepetition Senior Term Loan Facility"); (b) that certain *Superpriority Term Loan Credit Agreement* dated as of June 19, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Superpriority Term Loan Agreement," and collectively with the Loan Documents (as defined in the Prepetition Superpriority Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Prepetition Superpriority Term Loan Documents"), among (1) David's Bridal, LLC, as borrower under the Prepetition Superpriority Term Loan Documents (the "Prepetition Superiority Term Loan Borrower") and the guarantors thereto (the "Prepetition Superpriority Term Loan Guarantors"), (2) Cantor Fitzgerald Securities, as administrative agent (in such capacity, the "Prepetition Superpriority Term Loan Agent"), and (3) the lenders and the Credit Parties (as defined in the Prepetition Senior Superpriority Term Loan Agreement) party thereto (collectively, the "Prepetition Superpriority Term Loan Lenders," and together with the Prepetition Superpriority Term Loan Agent, the "Prepetition Superpriority Term Loan Parties"), the Prepetition Superpriority Term Loan Lenders provided term loans to the Prepetition Superpriority Term Loan Borrower pursuant to the Prepetition Senior Superpriority Term Loan Documents (the "Prepetition Senior Superpriority Term Loan Facility"); (c) that certain *First Lien Term Loan Credit Agreement* dated as of November 26, 2019 (as amended, restated,

supplemented, or otherwise modified from time to time, the "Prepetition 1L Term Loan Agreement," and collectively with the Loan Documents (as defined in the Prepetition 1L Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Prepetition 1L Term Loan Documents"), among (1) David's Bridal, LLC, as borrower under the Prepetition 1L Term Loan Documents (the "Prepetition 1L Term Loan Borrower") and the guarantors thereto (the "Prepetition 1L Term Loan Guarantors"), (2) Cantor Fitzgerald Securities, as administrative agent (in such capacity, the "Prepetition 1L Term Loan Agent"), and (3) the lenders and the Credit Parties (as defined in the Prepetition 1L Term Loan Agreement) party thereto (collectively, the "Prepetition 1L Term Loan Lenders," and together with the Prepetition 1L Term Loan Agent, the "Prepetition 1L Term Loan Parties"), the Prepetition 1L Term Loan Lenders provided term loans to the Prepetition 1L Term Loan Borrower pursuant to the Prepetition 1L Term Loan Documents (the "Prepetition 1L Term Loan Facility"); and (d) that certain *Term Loan Credit Agreement* dated as of January 18, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Takeback Term Loan Agreement," and collectively with the Loan Documents (as defined in the Prepetition Takeback Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Prepetition Takeback Term Loan Documents," and

collectively with the Prepetition Senior Superpriority Term Loan Documents, the Prepetition Superpriority Term Loan Documents, and the Prepetition 1L Term Loan Documents, the "Prepetition Term Loan Documents"), among (1) David's Bridal, LLC, as borrower under the Prepetition Takeback Term Loan Documents (the "Prepetition Takeback Term Loan Borrower," and together with the Prepetition Senior Superpriority Term Loan Borrower, the Prepetition Superpriority Term Loan Borrower, and the Prepetition 1L Term Loan Borrower, the "Prepetition Term Loan Borrower," and together with the Prepetition ABL Borrower, the "Prepetition Borrower") and the guarantors thereto (the "Prepetition Takeback Term Loan Guarantors," and together with the Prepetition Senior Superpriority Term Loan Guarantors, the Prepetition Superpriority Term Loan Guarantors, and the Prepetition 1L Term Loan Guarantors, the "Prepetition Term Loan Guarantors," and together with the Prepetition ABL Guarantors, the "Prepetition Guarantors"), (2) Cantor Fitzgerald Securities, as administrative agent (in such capacity, the "Prepetition Takeback Term Loan Agent," and collectively with the Prepetition Senior Superpriority Term Loan Agent, the Prepetition Superpriority Term Loan Agent, and the Prepetition 1L Term Loan Agent, the "Prepetition Term Loan Agents"), and (3) the lenders and the Credit Parties (as defined in the Prepetition Takeback Term Loan Agreement) party thereto (collectively, the "Prepetition Takeback Term Loan Lenders," and together with the Prepetition Takeback Term Loan Agent, the "Prepetition Takeback Term Loan Parties," and collectively with the Prepetition Senior Superpriority Term Loan Parties, the Prepetition Superpriority Term Loan

Parties, and the Prepetition 1L Term Loan Parties, the "Prepetition Term Loan Parties"), the Prepetition Takeback Term Loan Lenders provided term loans to the Prepetition Takeback Term Loan Borrower pursuant to the Prepetition Takeback Term Loan Documents (the "Prepetition Takeback Term Loan Facility," and collectively with the Prepetition Senior Superpriority Term Loan Facility, the Prepetition Superpriority Term Loan Facility, and the Prepetition 1L Term Loan Facility, the "Prepetition Term Loan Facilities").

(v) *Prepetition Term Loan Obligations*. As of the Petition Date, the aggregate principal amount outstanding under the (a) Prepetition Senior Superpriority Term Loan Facility was not less than $91,666,475.78 (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations pursuant to, or secured by, the Prepetition Senior Superpriority Term Loan Documents, including all "Secured Obligations" as defined in the Prepetition Senior Superpriority Term Loan Agreement, the "Prepetition Senior Superpriority Term Loan Obligations"), (b) Prepetition Superpriority Term Loan Facility was not less than $29,347,036.46 (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements, including all "Secured Obligations" as defined in the Prepetition Superpriority Term Loan Agreement, the "Prepetition Superpriority Term Loan Obligations"), (c) Prepetition 1L Term Loan Facility was not less than $74,913,390.94 (collectively, together with accrued and

unpaid interest, any fees, expenses and disbursements, including all "Secured Obligations" as defined in the Prepetition 1L Term Loan Agreement, the "Prepetition 1L Term Loan Obligations"), and (d) Prepetition Takeback Term Loan Facility was not less than $12,415,066.10 (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements, including all "Secured Obligations" as defined in the Prepetition Takeback Term Loan Agreement, the "Prepetition Takeback Term Loan Obligations," and together with the Prepetition Senior Superpriority Term Loan Obligations, the Prepetition Superpriority Term Loan Obligations, and the Prepetition 1L Term Loan Obligations, the "Prepetition Term Loan Obligations").

(vi) *Prepetition Term Loan Liens and Prepetition Term Priority Collateral*. As more fully set forth in the Prepetition Term Loan Documents, prior to the Petition Date, the Prepetition Term Loan Borrower and the Prepetition Term Loan Guarantors granted to each of the Prepetition Term Loan Agents, for the benefit of themselves and each of the applicable Prepetition Term Loan Parties, security interests in and continuing liens on (the "Prepetition Term Loan Liens," and together with the Prepetition ABL Liens, the "Prepetition Liens") substantially all of their assets and property (with certain exceptions set out in the Prepetition Term Loan Documents), including, without limitation, (a) a senior security interest in and continuing lien on the Prepetition Term Priority Collateral, and (b) a junior security interest in and continuing lien on the Prepetition ABL Priority Collateral, subject only to the liens of the

Prepetition ABL Agent on the Prepetition ABL Priority Collateral and subject, in each case, to the Prepetition Term Loan Permitted Prior Liens (as defined herein) and the Intercreditor Agreement.

(vii) *Priority of Prepetition Liens; Intercreditor Agreement.* The Prepetition ABL Agent and the Prepetition Term Loan Agents entered into that certain Third Amended and Rested Intercreditor Agreement dated as of April 30, 2021 (as amended, restated, supplemented, waived, or otherwise modified from time to time, the "Intercreditor Agreement") to govern the respective rights, interests, obligations, priority, and positions of the Prepetition ABL Parties and the Prepetition Term Loan Parties with respect to the assets and properties of the Prepetition Borrower and Prepetition Guarantors. Each of the Prepetition Borrower and Prepetition Guarantors under the Prepetition ABL Documents and the Prepetition Term Loan Documents acknowledged and agreed to the Intercreditor Agreement prior to the Petition Date.

(viii) *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition ABL Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Parties for fair consideration and reasonably equivalent value; (b) the Prepetition ABL Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition Term Loan Liens on the Prepetition Term Priority Collateral, and

(2) certain liens senior by operation of law (solely to the extent such liens were valid, non-avoidable, and senior in priority to the Prepetition ABL Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition ABL Documents (the "Prepetition ABL Permitted Prior Liens"); (c) the Prepetition ABL Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition ABL Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition ABL Liens or Prepetition ABL Obligations exist, and no portion of the Prepetition ABL Liens or Prepetition ABL Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition ABL Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition ABL Facility; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition ABL Obligations, the priority of the Debtors' obligations

thereunder, and the validity, extent, and priority of the liens securing the Prepetition ABL Obligations; and (g) the aggregate value of the Prepetition ABL Priority Collateral exceeds the amount of the Revolving Obligations (as defined in the Prepetition ABL Agreement, the "Prepetition Revolving Obligations") and the Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity, Perfection, and Priority of Prepetition Term Loan Liens and Prepetition Term Loan Obligations.* The Debtors further acknowledge and agree that, as of the Petition Date, (a) the Prepetition Term Loan Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Term Loan Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Term Loan Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition ABL Liens on the Prepetition ABL Priority Collateral, and (2) certain liens senior by operation of law (solely to the extent such liens were valid, non-avoidable, and senior in priority to the Prepetition Term Loan Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition Term Loan Documents (the "Prepetition Term Loan Permitted Prior Liens" and,

together with the Prepetition ABL Permitted Prior Liens, the "Permitted Prior Liens");[5] (c) the Prepetition Term Loan Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Term Loan Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations exist, and no portion of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations is subject to any challenge or defense, including, without limitation, avoidance, disallowance, recoupment, reduction, counterclaim, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Term Loan Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Term Loan Facility; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Term Loan Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens

[5] As used in this Interim Order, no reference to the Prepetition ABL Permitted Prior Liens, the Prepetition Term Loan Permitted Prior Liens, or the Permitted Prior Liens shall refer to or include the Prepetition ABL Liens or the Prepetition Term Loan Liens.

securing the Prepetition Term Loan Obligations; and (g) the Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code; *provided*, *however*, that the Debtors' stipulations in this paragraph as to the perfection of the Prepetition Term Loan Liens shall only apply with respect to the property of David's Bridal Canada, Inc. ("DB Canada"), to the extent of the Canadian Perfected Collateral (defined herein).[6]

(x) *Release*. Subject to paragraph 35 and entry of a Final Order, the Debtors hereby stipulate and agree that they forever and irrevocably release, discharge, and acquit the DIP Agents, DIP Secured Parties, the Prepetition ABL Agent, the Prepetition FILO Agent, the Prepetition ABL Parties and the Prepetition Term Loan Parties (collectively, the "Prepetition Secured Parties"), all former, current and future DIP Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys and agents, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the "Releasees") of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including reasonable attorneys' fees), debts, liens, actions and causes of action of any and every nature whatsoever relating to, as applicable, the DIP ABL Facility, the DIP Documents, the Prepetition Secured Facilities, the Prepetition ABL Documents or the Prepetition Term Loan Documents (collectively, the

[6] "Canadian Perfected Collateral" shall mean any property in which DB Canada or its estate has an interest, solely to the extent that any Prepetition Term Loan Liens (as applicable) on such property are properly perfected.

"Prepetition Documents"), and/or the transactions contemplated hereunder or thereunder occurring prior to entry of this Interim Order, including (x) any so-called "lender liability" or equitable subordination or recharacterization claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection or avoidability of the liens or claims of the Prepetition ABL Agent, the Prepetition Term Loan Agents, the Prepetition Secured Parties, the DIP Agents, and the DIP Lenders.

(xi) *Default by the Debtors.* The Debtors acknowledge and stipulate that an Event of Default has occurred under the Prepetition ABL Documents and the Prepetition Term Loan Documents as a result of the commencement of these Chapter 11 Cases and that, as a result, the Debtors are in default of their obligations under the Prepetition ABL Documents and the Prepetition Term Loan Documents.

(xii) *Cash Collateral*. All of the Debtors' cash, including any cash in deposit accounts of the Debtors, wherever located, constitutes Cash Collateral of the Prepetition ABL Agent, the FILO Agent, the Prepetition ABL Parties and the Prepetition Term Loan Parties (collectively, the "Prepetition Secured Parties").

**H. Permitted Prior Liens**. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not

limited to, the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, or a Committee (if appointed), to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien and is expressly subject to the Prepetition Liens and the DIP Liens.

**I.** **Intercreditor Agreement**. Pursuant to section 510 of the Bankruptcy Code, except as provided herein, the Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the Prepetition ABL Documents or the Prepetition Term Loan Documents (collectively, the "Prepetition Documents"), (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including, without limitation, the relative priorities, rights, and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under this Interim Order or otherwise and the modification of the automatic stay), (iii) shall govern the relative priorities, rights, and remedies of the DIP Secured Parties and the Prepetition Secured Parties, other than to the extent set forth in this Interim Order, and (iv) shall not be deemed to be amended, altered, or modified by the terms of this Interim Order or the DIP Documents, unless as expressly set forth herein or therein. The DIP ABL Facility is deemed a "permitted refinancing" of the Prepetition ABL Facility as such term is used in the Intercreditor Agreement, and any repayment

of the Prepetition ABL Obligations pursuant to this Interim Order shall not be deemed to constitute a "Discharge of Senior Obligations" (as defined in the Intercreditor Agreement).

**J. Findings Regarding Postpetition Financing**

(i) *Request for Postpetition Financing*. The Debtors seek authority to (a) enter into, and borrow under, the DIP ABL Facility on the terms described herein and in the DIP Documents, and (b) use Cash Collateral on the terms described herein, to administer their Cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP ABL Facility and use of Cash Collateral pursuant to a proposed final order (the "Final Order"), which shall be in form and substance acceptable to the Debtors, the DIP Agents, the Prepetition ABL Agent, the Prepetition FILO Agent, and the Prepetition Senior Superpriority Term Loan Agent. Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

(ii) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition ABL Priority Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP ABL Facility and this Interim Order, will enable the Debtors to obtain the DIP ABL Facility and to continue to operate their businesses to the benefit of their estates and creditors. The Prepetition Agents, for the benefit of themselves and the other Prepetition Secured Parties, are entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for any Diminution in Value of

each of the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including Cash Collateral).

(iii) *Need for Postpetition Financing and Use of Cash Collateral*. The Debtors have an immediate and critical need to use Cash Collateral on an interim basis and to obtain credit on an interim basis pursuant to the DIP ABL Facility in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP ABL Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties in interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business in the Interim Period without the DIP ABL Facility and authorized use of Cash Collateral.

(iv) *No Credit Available on More Favorable Terms*. The DIP ABL Facility is the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP ABL Facility. The Debtors are unable to obtain unsecured credit

allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit solely having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not otherwise available without granting the DIP ABL Agent, for the benefit of itself and the DIP Secured Parties: (1) perfected security interests in and liens on (each as provided herein) all of the Debtors' existing and after-acquired assets with the priorities set forth herein (including subject to the Carve Out, and, solely with respect to the Prepetition Term Loan Priority Collateral, the Disposition Fee Amount); (2) superpriority claims and liens, subject to and subordinate to the Carve Out and, solely with respect to the Prepetition Term Loan Priority Collateral, the Disposition Fee Amount; and (3) the other protections set forth in this Interim Order.

(v) *Use of Proceeds of the DIP ABL Facility*. As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility, and the authorization to use Cash Collateral, the DIP Secured Parties and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP ABL Facility and the Cash Collateral shall be used, in each case in a manner consistent with the terms and conditions of this Interim Order and the DIP Documents and in accordance with the budget (as the same may be

modified from time to time consistent with the terms of this Interim Order and the DIP Documents and subject to such variances as permitted in this Interim Order and the DIP ABL Credit Agreement, and as set forth in paragraphs 14 and 15 hereof, the "Budget"),[7] solely for: (a) working capital, capital expenditures, and letters of credit, (b) other general corporate purposes of the Debtors; (c) permitted payment of costs of administration of the Chapter 11 Cases and the Canadian Case (as defined herein), including professional fees; (d) payment of such other prepetition obligations as permitted under this Interim Order, the Budget, and the DIP Documents, and as approved by the Court; (e) payment of interest, fees, expenses, and other amounts (including legal and other professionals' fees and expenses of the DIP Agents as provided herein) to the extent owed under the DIP Documents; (f) payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth herein; (g) the repayment and roll-up of the outstanding Prepetition ABL Obligations into DIP Obligations in accordance with this Interim Order, subject to the rights preserved in paragraph 35 of this Interim Order; (h) payment of obligations arising from or related to the Carve Out, and making disbursements therefrom, including by funding the Carve Out Reserves; and (i) such other uses as set forth in the Budget.

(vi) *Application of Proceeds of Collateral*. As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility, and authorization to

[7] A copy of the initial Budget is attached hereto as **Exhibit B**.

use Cash Collateral, the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties have agreed that, as of and commencing on the date of the Interim Hearing, the Debtors shall apply the proceeds of DIP Collateral in accordance with this Interim Order and the Budget.

(vii) *Canadian Recognition Proceeding*. As soon as reasonably practicable following the Petition Date, David's Bridal, LLC, in its capacity as "foreign representative" on behalf of the Debtors, shall file an application (the "Canadian Case") before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") under Part IV of the *Companies' Creditors Arrangement Act* (Canada) ("CCAA") for entry of an initial recognition order and a supplemental order, recognizing the Chapter 11 Cases as a "foreign main proceeding" and recognizing and giving full force and effect in all provinces and territories in Canada certain orders rendered in the Chapter 11 Cases, including this Interim Order.

(viii) *Roll-Up of Prepetition ABL Obligations into DIP ABL Obligations.* Upon (a) entry of this Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 35 herein, (1) all Hedging Obligations, Cash Management Obligations, and issued and outstanding Letters of Credit (each as defined in the Prepetition ABL Agreement) shall be deemed issued under and subject to the DIP ABL Credit Agreement and shall constitute DIP Obligations, and (2) all collections and proceeds of DIP Primary Collateral (other than collections and proceeds of DB Canada), shall be applied to reduce, on a dollar-for-dollar basis, the Prepetition Revolving Obligations, and (b) entry of the Final Order, but subject to paragraph

35 herein, all Prepetition ABL Obligations shall be converted into and constitute DIP Obligations (subsections (a) and (b), collectively, the "DIP Roll-Up Obligations"). The conversion (or "roll-up") shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP ABL Facility and not as adequate protection for, or otherwise on account of, any Prepetition Secured Obligations. The Prepetition ABL Parties would not otherwise consent to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Secured Parties would not be willing to provide the DIP ABL Facility or extend credit to the Debtors thereunder without the inclusion of the DIP Roll-Up Obligations in the DIP ABL Obligations. Moreover, the reduction of the Prepetition ABL Obligations during the Interim Period, and the roll-up of all outstanding Prepetition ABL Obligations into DIP Obligations upon entry of the Final Order, will enable the Debtors to obtain urgently needed financing to administer these cases and fund operations. Because the DIP Roll-Up Obligations are subject to the reservation of rights in paragraph 35 below, they will not prejudice the right of any other party in interest.

K. **Adequate Protection**. Until such time as the Prepetition ABL Obligations or the Prepetition Term Loan Obligations (as applicable) are Paid in Full,[8] the Prepetition ABL Agent,

[8] "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, prepayment premiums, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such

for the benefit of itself and the other Prepetition ABL Parties, and each of the Prepetition Term Loan Agents, for the benefit of themselves and the other applicable Prepetition Term Loan Parties, are each entitled to receive adequate protection to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral as set forth in this Interim Order.

L. **Sections 506(c) and 552(b).** In light of: (i) the DIP Secured Parties' agreement that their liens and superpriority claims shall be subject to and subordinate to the Carve Out, and, with respect to the Prepetition Term Priority Collateral, subordinate to the Prepetition Term Loan Liens and the Prepetition Term Loan Adequate Protection Liens; (ii) the Prepetition ABL Parties' acknowledgment and agreement that their liens shall be subject to and subordinate to the Carve Out and subordinate to the DIP Liens and, in the case of the Prepetition Term Priority Collateral, subordinate to the Prepetition Term Loan Liens and the Prepetition Term Loan Adequate Protection Liens; (iii) the Prepetition Term Loan Parties' agreement that their liens shall be subject and subordinate to the Carve Out and, in the case of the Prepetition ABL Priority Collateral, subordinate to the DIP Liens, the Prepetition ABL Liens, and the Prepetition ABL Adequate

time as, with respect to the applicable facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Challenge Deadline (i) the Challenge Deadline (as defined in paragraph 35 of this Interim Order) shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge; and (c) with respect to the Prepetition ABL Obligations, the Prepetition ABL Agent or the DIP Agents, as applicable, has received (i) a countersigned payoff letter in form and substance satisfactory to such Agent and (ii) releases in form and substance satisfactory to such Agent, each in its sole discretion. The Debtors and the DIP Agents remain in discussion regarding the allocation mechanism of (and potential release from) the Carve Out funding requirements following the repayment of all Prepetition Revolving Obligations and DIP Revolving Obligations.

Protection Liens; and (iv) the payment of prepetition claims and/or expenses as set forth in the Budget and first day motions in accordance with and subject to the terms and conditions of this Interim Order and the DIP Documents, (a) subject to entry of a Final Order granting such relief, the Prepetition Secured Parties are each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (b) subject to entry of a Final Order granting such relief, the DIP Secured Parties and the Prepetition Secured Parties are each entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

**M. Good Faith of the DIP Secured Parties.**

(i) *Willingness to Provide Financing*. The DIP Lenders have indicated a willingness to provide financing to the Debtors subject to: (a) entry of this Interim Order and the Final Order; (b) approval of the terms and conditions of the DIP ABL Facility and the DIP Documents; (c) satisfaction of the closing conditions set forth in the DIP Documents; and (d) findings by this Court that the DIP ABL Facility is essential to the Debtors' estates, that the DIP Secured Parties are extending credit to the Debtors pursuant to the DIP Documents in good faith, and that the DIP Secured Parties' claims, superpriority claims, security interests, and liens and other protections granted pursuant to, and in accordance with, this Interim Order and the DIP Documents will have the protections provided by section 364(e) of the Bankruptcy Code.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e) of the Bankruptcy Code*. The terms and conditions of the DIP ABL Facility and the DIP Documents,

and the fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Debtors under the circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The terms and conditions of the DIP ABL Facility and the use of Cash Collateral were negotiated in good faith and at arms' length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors. Use of Prepetition Collateral (including Cash Collateral) and credit to be extended under the DIP ABL Facility shall be deemed to have been allowed, advanced, made, or extended in good faith by the DIP Secured Parties and the Prepetition Secured Parties within the meaning of section 364(e) of the Bankruptcy Code.

N. **Immediate Entry**. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Absent entry of this Interim Order, the Debtors' businesses, properties, and estates would be immediately and irreparably harmed.

O. **Interim Hearing**. Notice of the Interim Hearing and the relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the U.S. Trustee; (ii) those entities or individuals included on the Debtors' list of 30 largest unsecured creditors on a consolidated basis; (iii) counsel to the Prepetition ABL Agent; (iv) counsel to the Prepetition Term Loan Agents; and (v) all other parties entitled to notice under the Local Rules. The Debtors have made reasonable

efforts to afford the best notice possible under the circumstances. Based upon the foregoing findings and conclusions, the Motion, the First Day Declaration, the Gupta Declaration, and the Coulombe Declaration, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**:

1. DIP ABL Facility Approved. The Motion is granted on an interim basis as set forth herein, the DIP ABL Facility is authorized and approved on an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order. Any objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled.

**DIP ABL Facility Authorization**

2. Authorization of the DIP ABL Facility. The DIP ABL Facility is hereby approved on an interim basis as set forth herein. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents that may be required, or necessary for the performance by the Debtors under the DIP ABL Facility and the

creation and perfection of the DIP Liens (as defined herein) described in and provided for by this Interim Order and the DIP Documents, including the joint and several guarantee of all of the DIP Obligations and such acts as shall be necessary or desirable in order to effect the Creeping-Roll Up (as defined herein) and, upon entry of the Final Order, the conversion of the outstanding Prepetition ABL Obligations into DIP Obligations.[9] The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order and the DIP Documents, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become earned, due, and payable and without need to obtain further Court approval, including closing fees, letter of credit fees (including issuance, fronting, and other related charges), unused facility fees, prepayment premiums (if applicable), continuing commitment fees, servicing fees, audit fees, appraisal fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent's fees, the reasonable and documented fees and disbursements of the DIP Agents' attorneys, advisors, accountants, and other consultants, in such cases, reimbursable under the DIP Documents, whether or not such fees arose before or after the Petition Date, and to take any other actions that may be necessary or appropriate, all to the extent provided in this Interim Order or the DIP Documents. All collections and proceeds, whether from ordinary course

[9] Notwithstanding the foregoing or anything herein to the contrary or otherwise, (a) any "roll-up" or conversion into DIP Obligations of any make whole amounts, exit fees, or debt premiums under any prepetition debt documents shall be subject to entry of the Final Order and paragraph 35 of this Interim Order, and (b) DB Canada's guarantee of the DIP Obligations under the DIP ABL Facility upon entry of this Interim Order shall only be in respect of advances actually made or extended pursuant to the DIP ABL Facility, and DB Canada shall not guarantee any DIP Roll-Up Obligations until entry of the Final Order.

collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Interim Order through and including the earliest to occur of (i) entry of the Final Order or (ii) the DIP Termination Date (as defined herein), and subject to the terms, conditions, limitations on availability, and reserves (as applicable) set forth in the DIP Documents and this Interim Order, the Debtors are hereby authorized to request extensions of credit (in the form of loans and letters of credit) under the DIP ABL Facility.

4. DIP Obligations. The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon entry of this Interim Order, the DIP Obligations will include all loans, letter of credit reimbursement obligations, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing

by any of the Debtors to any of the DIP Secured Parties, in each case, under, or secured by, the DIP Documents or this Interim Order, including all principal, accrued interest, costs, fees, expenses, and other amounts as provided in the DIP Documents and this Interim Order. Upon entry of this Interim Order, to the extent provided by the DIP Documents, all Hedging Obligations, Cash Management Obligations, and issued and outstanding Letters of Credit (each as defined in the Prepetition ABL Agreement) issued by the Prepetition ABL Parties for the account of the Debtors under the Prepetition ABL Agreement shall continue in place and all such obligations shall be deemed issued under and subject to the DIP ABL Credit Agreement and shall constitute DIP Obligations. The Debtors shall be jointly and severally liable for the DIP Obligations, which shall be due and payable, without notice or demand, on the DIP Termination Date. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens (as defined below), and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including under 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 avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable,

contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. DIP Liens. Subject to the priorities set forth herein and in the Intercreditor Agreement, and subordinate in all respects to the Carve Out as set forth in this Interim Order, in order to secure the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP ABL Agent, for the benefit of itself and the DIP Secured Parties, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens (collectively, the "DIP Liens") on all real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible, of each of the Debtors (the "DIP Collateral"), including without limitation: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock or equivalents of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary

payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all proceeds of leased real property; (c) the proceeds of actions brought under section 549 of the Bankruptcy Code to recover any postpetition transfer of DIP Collateral; (d) subject to entry of a Final Order (other than with respect to the proceeds of actions brought pursuant to section 549 of the Bankruptcy Code, which shall constitute DIP Collateral upon entry of this Interim Order), the proceeds of any avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents (subparagraphs (c) and (d), the "Avoidance Actions"); (e) subject to entry of a Final Order, proceeds of the Debtors' rights under sections 506(c) (solely to the extent such rights result from the use of the DIP ABL Facility or the DIP Collateral and are, therefore, enforceable against parties other than the DIP Agents, DIP Lenders or the Prepetition Secured Parties) and 550 of the Bankruptcy Code; and (f) all DIP Collateral that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date. Notwithstanding the foregoing, DIP Collateral shall not include the Debtors' real property leases (but shall include all proceeds of such leases). DIP Collateral that is (i) of a type that would be ABL Priority Collateral; (ii) of a type that would be ABL Priority Collateral, but that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date; and (iii) all proceeds of the Debtors' real

property leases and, subject to entry of the Final Order, the proceeds of Avoidance Actions, shall, in each case, constitute "DIP Primary Collateral." DIP Collateral that constitutes Prepetition Term Priority Collateral shall constitute "DIP Secondary Collateral."

6. DIP Lien Priority. The DIP Liens are valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (a) as to the DIP Primary Collateral, Permitted Prior Liens; and (b) as to the DIP Secondary Collateral, (i) Permitted Prior Liens; (ii) the Prepetition Term Loan Liens; and (iii) the Prepetition Term Loan Adequate Protection Liens (as defined herein). Other than as set forth herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

7. DIP Superpriority Claims. Subject and subordinate to the Carve Out and, with respect to claims attributable to DIP Secondary Collateral, the Prepetition Term Loan Adequate Protection Claims (as defined herein), each as set forth in this Interim Order, upon entry of this Interim Order, the DIP ABL Agent, on behalf of itself and the DIP Secured Parties, is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any Successor Cases (collectively, the "DIP Superpriority Claims") for all DIP Obligations. The DIP Superpriority Claim shall have priority over any and all other obligations, liabilities and indebtedness of each Debtor (other than the Carve Out and, with respect to claims attributable to DIP Secondary Collateral, the Prepetition Term Loan Adequate Protection Claims) of the kind specified in section 503(b) and 507(b) of the Bankruptcy Code, including, to the extent allowed under the Bankruptcy Code, any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 364, 503(a), 503(b), 507(a) (other than 507(a)(1)), 507(b), 546(c), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code, to the extent provided under section 364(c)(1) of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit

of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Superpriority Claims.

8. No Obligation to Extend Credit. Except as may be required to fund the Carve Out Reserve (as defined below) as set forth in this Interim Order, the DIP Secured Parties shall have no obligation to make any loan or advance, or to issue, amend, renew, or extend any letters of credit or bankers' acceptance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance be deemed issued under and subject to the DIP Documents and this Interim Order have been satisfied in full or waived by the DIP Agent in accordance with the terms of the DIP ABL Credit Agreement and this Interim Order.

9. Use of Proceeds of DIP ABL Facility. From and after the Petition Date, the Debtors shall use advances of credit under the DIP ABL Facility, in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP ABL Credit Agreement), only for the purposes specifically set forth in this Interim Order, the DIP Documents, and the Budget and in compliance with the terms and conditions in this Interim Order and the DIP Documents.

10. DIP Roll-Up Obligations. Upon (a) entry of this Interim Order, without any further action by the Debtors or any other party, (1) all Hedging Obligations, Cash Management Obligations, and issued and outstanding Letters of Credit (each as defined in the Prepetition ABL

Agreement) shall be deemed issued under and subject to the DIP ABL Credit Agreement and shall constitute DIP Obligations, and (2) all collections and proceeds of DIP Primary Collateral (other than collections and proceeds of DB Canada), shall be applied to reduce, on a dollar-for-dollar basis, the Prepetition Revolving Obligations (the "Creeping Roll-Up"); and (b) entry of the Final Order, all remaining Prepetition ABL Obligations shall constitute DIP Obligations. The authorization of the DIP Roll-Up Obligations shall be subject to the reservation of rights set forth in paragraph 35 of this Interim Order.

**Authorization to Use Cash Collateral**

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, and in accordance with the Budget (subject to the variances permitted herein and in the DIP Documents), the Debtors are authorized to use Cash Collateral until the expiration of the Remedies Notice Period (as defined below) following the DIP Termination Date; *provided*, *however*, that, upon the Termination Declaration Date, the Carve Out shall be funded and available to satisfy then-due Allowed Professional Fees (as defined in paragraph 32 of this Interim Order); *provided, further*, that during the Remedies Notice Period, the Debtors may only use Cash Collateral to meet payroll obligations (other than severance), sales taxes and other expenses that are critical to keeping the Debtors' business operating and administering the Debtors' estates subject to the Budget, including a payment of statutory fees pursuant to section 1930(a)(6) of title 28 of the United States Code. Nothing in this Interim Order shall authorize the disposition of any

assets of the Debtors outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted by this Interim Order (including the Carve Out ), and the DIP Documents, and in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP Documents).

12. Adequate Protection for Prepetition Secured Parties. Subject and subordinate to the Carve Out, and solely with respect to the Prepetition Term Priority Collateral, the Disposition Fee Amount, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection against any Diminution in Value of the Prepetition Secured Parties' interests in the Prepetition Collateral, the Prepetition Administrative Agent shall receive, for the benefit of themselves and the Prepetition Secured Parties:

(a) Adequate Protection Liens.

(i) *Prepetition ABL Adequate Protection Liens*. Subject to the priorities set forth herein and in the Intercreditor Agreement, and subordinate to the Carve Out as set forth in this Interim Order, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition ABL Parties in the Prepetition Collateral to the extent of any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Parties, continuing, valid, binding, enforceable, and perfected postpetition security interests in and liens (the "Prepetition ABL Adequate Protection Liens") on the DIP Collateral.

(ii) *Prepetition Term Loan Adequate Protection Liens*. Subject and subordinate to the Carve Out, and solely with respect to the Prepetition Term Priority Collateral, the Disposition Fee Amount, as set forth in this Interim Order, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Term Loan Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to each of the Prepetition Term Loan Agents, for the benefit of themselves and the applicable Prepetition Term Loan Parties, valid, binding, enforceable, and perfected postpetition security interests in and liens (the "Prepetition Term Loan Adequate Protection Liens," and together with the Prepetition ABL Adequate Protection Liens, the "Adequate Protection Liens") on the DIP Collateral.

(b) Relative Priority of DIP Liens and Adequate Protection Liens.

(i) The DIP Liens, Adequate Protection Liens, and Prepetition Liens shall have the following priority on the DIP Collateral:

| | **DIP Primary Collateral (and/or Prepetition ABL Priority Collateral, as applicable)** | **DIP Secondary Collateral (and/or Prepetition Term Priority Collateral, as applicable)** |
|---|---|---|
| 1 | Carve Out | Carve Out |
| 2 | Prepetition Permitted Liens | Prepetition Permitted Liens |
| 3 | DIP Liens | Prepetition Term Loan Adequate Protection Liens of the Prepetition Senior Superpriority Term Loan Agent |
| 4 | Prepetition ABL Adequate Protection Liens | Prepetition Term Loan Liens of the Prepetition Senior Superpriority Term Loan Agent |

| | | |
|---|---|---|
| 5 | Prepetition ABL Liens | Prepetition Term Loan Adequate Protection Liens of the Prepetition Superpriority Term Loan Agent |
| 6 | Prepetition Term Loan Adequate Protection Liens of the Prepetition Senior Superpriority Term Loan Agent | Prepetition Term Loan Liens of the Prepetition Superpriority Term Loan Agent |
| 7 | Prepetition Term Loan Liens of the Prepetition Senior Superpriority Term Loan Agent | Prepetition Term Loan Adequate Protection Liens of the Prepetition 1L Term Loan Agent |
| 8 | Prepetition Term Loan Adequate Protection Liens of the Prepetition Superpriority Term Loan Agent | Prepetition Term Loan Liens of the Prepetition 1L Term Loan Agent |
| 9 | Prepetition Term Loan Liens of the Prepetition Superpriority Term Loan Agent | Prepetition Term Loan Adequate Protection Liens of the Prepetition Takeback Term Loan Agent |
| 10 | Prepetition Term Loan Adequate Protection Liens of the Prepetition 1L Term Loan Agent | Prepetition Term Loan Liens of the Prepetition Takeback Term Loan Agent |
| 11 | Prepetition Term Loan Liens of the Prepetition 1L Term Loan Agent | DIP Liens |
| 12 | Prepetition Term Loan Adequate Protection Liens of the Prepetition Takeback Term Loan Agent | Prepetition ABL Adequate Protection Liens |
| 13 | Prepetition Term Loan Liens of the Prepetition Takeback Term Loan Agent | Prepetition ABL Liens |

(ii) Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Cases or any Successor Cases, or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to sections 510,

549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens.

(c) Adequate Protection Superpriority Claims.

(i) *Prepetition ABL Superpriority Claim*. As further adequate protection of the interests of the Prepetition ABL Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition ABL Agent, on behalf of itself and the Prepetition ABL Parties, is hereby granted, subject to the Carve Out, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any Successor Cases (the "Prepetition ABL Superpriority Claim").

(ii) *Prepetition Term Loan Superpriority Claim*. As further adequate protection of the interests of the Prepetition Term Loan Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, each of the Prepetition Term Loan Agents, on behalf of themselves and the applicable Prepetition Term Loan Parties, are hereby granted, subject to the Carve Out, and solely with respect to the Prepetition Term Priority Collateral, the Disposition Fee Amount, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any Successor Cases (the "Prepetition Term Loan Superpriority Claims," and

together with the Prepetition ABL Superpriority Claim, the "Adequate Protection Superpriority Claims").

(d) Priority of the Adequate Protection Superpriority Claims. Except as set forth herein, the Adequate Protection Superpriority Claims shall have priority, to the extent provided by section 507(b) of the Bankruptcy Code, over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 503(a), 503(b), 507(a) (other than 507(a)(1), 506(c) (subject to entry of the Final Order), 507(b), 546(c), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code; *provided*, *however*, the Adequate Protection Superpriority Claims shall be subject to the Carve Out, and solely with respect to the Prepetition Term Priority Collateral, the Disposition Fee Amount, and shall otherwise have priority in the following order: (a) with respect to the DIP Primary Collateral, (1) the DIP Superpriority Claim, (2) the Prepetition ABL Superpriority Claim, and (3) the Prepetition Term Loan Superpriority Claims; and (b) with respect to the DIP Secondary Collateral, (1) the Prepetition Term Loan Superpriority Claims, (2) the DIP Superpriority Claim, and (3) the Prepetition ABL Superpriority Claim.

(e) Adequate Protection Payments and Protections for Prepetition ABL Parties. As further adequate protection (the "Prepetition ABL Adequate Protection Payments"), the Debtors are authorized and directed to provide adequate protection to the Prepetition ABL Parties

in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) of (a) solely to the extent that any Prepetition ABL Obligations remain outstanding after entry of this Interim Order, interest (at the same rate applied to the corresponding DIP Obligations, in each case in accordance with the provisions of the DIP Documents) and principal due under and in accordance with the Prepetition ABL Documents and this Interim Order with respect to such remaining Prepetition ABL Obligations, subject to the rights preserved in paragraph 35 below, (b) the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent and the Prepetition FILO Agent arising prior to or subsequent to the Petition Date and reimbursable under the Prepetition ABL Documents, including reasonable and documented fees and expenses (which, for the avoidance of doubt, shall not be subject to or limited by the Budget) of (x) the advisors to the Prepetition ABL Agent, including (1) Morgan, Lewis & Bockius LLP, (2) Greenberg Traurig LLP and (3) B. Riley Securities, Inc. (the "ABL Advisors"), and (y) the advisors to the Prepetition FILO Agent, including (1) Riemer & Braunstein LLP and (2) Lowenstein Sandler LLP (the "FILO Advisors"), each in accordance with the procedures set forth in paragraph 29 hereof; *provided*, *however*, that any such interest, principal, fees or expenses owing to the Prepetition FILO Agent or the Prepetition FILO Term Loan Lenders (as defined in the Prepetition ABL Agreement) shall not be paid (but shall, for the

avoidance of doubt, continue to accrue) until the Prepetition Revolving Obligations, the Revolving Obligations (as defined in the DIP ABL Credit Agreement, the "DIP Revolving Obligations"), and any obligations owing to the DIP ABL Agent or the Prepetition ABL Agent are Paid in Full.

(f) Adequate Protection Payments and Protections for Prepetition Senior Superpriority Term Loan Parties. Subject and subordinate to the Carve Out as set forth in this Interim Order, as further adequate protection (the "Prepetition Term Loan Adequate Protection Payments," and together with the Prepetition ABL Adequate Protection Payments, the "Adequate Protection Payments"), the Debtors are authorized and directed to provide the following adequate protection to the Prepetition Senior Superpriority Term Loan Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) in accordance with the procedures set forth in paragraph 29 hereof, the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of Weil, Gotshal & Manges, as counsel to CPPIB Credit Investments III Inc. and its affiliates and managed accounts, in their capacity as Prepetition Senior Superpriority Term Loan Lenders, and counsel to the Prepetition Senior Superpriority Term Loan Agent) arising prior to or subsequent to the Petition Date; *provided, however*, any such payments to the Prepetition Term Loan Parties shall be made solely from the DIP Secondary Collateral (but not, unless and until the DIP Obligations have been Paid in Full, from the Allocable Share (as defined below)).

(g) Adequate Protection Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided hereunder to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection, and all parties in interests' rights are reserved with respect thereto.

**Provisions Common to DIP Financing and Use of Cash Collateral**

13. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) immaterial or non-adverse to the Debtors and their estates and (b) in accordance with the DIP Documents. In the case of a material amendment, modification, waiver, or supplement to the DIP Documents that is adverse to the Debtors, their estates or stakeholders (including, for the avoidance of doubt, the Prepetition Term Loan Parties), the Debtors shall provide notice (which may be provided through electronic mail or facsimile) to counsel to each of any Committee (if appointed), the Prepetition Senior Superpriority Term Loan Agent, and the U.S. Trustee, (the "Notice Parties") at least five (5) business days prior

to the proposed effectiveness of such amendment, modification, or supplement; *provided*, that executed waivers need only be provided to such parties substantially concurrently with the effectiveness thereof; *provided, further, however*, any such material amendment, modification, or supplement that is adverse to the Debtors, their estates, or other creditors shall be filed with the Court, with an opportunity for parties-in-interest to object within two days receipt thereof, and waiver of compliance with any covenant or extension of the period for compliance shall not be deemed to be adverse to the Debtors or their estates.

14. Budget Maintenance. The use of borrowings and letters of credit under the DIP ABL Facility and the use of Cash Collateral shall be in accordance with the Budget, subject in all respects to the variances set forth in this Interim Order and in the DIP ABL Credit Agreement. The Budget shall depict, on a weekly basis and line item basis (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, capital expenditures, bankruptcy-related expenses and certain other fees and expenses, and including expenses relating to the DIP Documents), (iii) net cash flow, (iv) projected Borrowing Base, FILO Borrowing Base and Excess Availability (as defined in the DIP ABL Credit Agreement), (v) total available liquidity, and (vi) professional fees and disbursements with respect to the Debtors' professionals and other estate professionals, for the first thirteen (13) week period from the Petition Date, and such initial Budget shall be approved by, and in form and substance satisfactory to the DIP Agents and the Prepetition ABL Agent, each in their sole discretion. The

Budget shall be updated, modified, or supplemented by the Debtors in accordance with the DIP ABL Credit Agreement and this Interim Order, but in any event the Budget shall be updated by the Debtors not less than one time in each fiscal month. Each such updated, modified, or supplemented budget shall be in form and substance acceptable to, the DIP Agents and the Prepetition ABL Agent, and no such updated, modified, or supplemented budget shall be effective until so approved, and once so approved shall be deemed the Budget; *provided*, *however*, that, (x) in the event the DIP Agents, on the one hand, and the Debtors, on the other hand, cannot agree as to a new Budget, the prior approved Budget shall remain in full force and effect unless and until a new Budget has been approved by the DIP Agents, and (y) following the occurrence of the DIP Obligations and Prepetition ABL Obligations being Paid in Full, any updated, modified, or supplemented budget shall be in a form and substance acceptable to the Prepetition Senior Superpriority Term Loan Agent (acting at the direction of the requisite Prepetition Senior Superpriority Term Loan Lenders in accordance with the Prepetition Senior Superpriority Term Loan Agreement), and no such updated, modified, or supplemented budget shall be effective until so approved, and once so approved, shall be deemed the Budget.

15. Budget Compliance: Obligations of the Debtors to the DIP Secured Parties. The Debtors shall at all times comply with the Budget, subject to the variances set forth in the DIP ABL Credit Agreement. The Debtors shall provide all reports and other information as required in the DIP ABL Credit Agreement.

16. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Agents, Prepetition ABL Agent, Prepetition FILO Agent and Prepetition Term Loan Agents may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Secured Parties, Prepetition ABL Parties, and the Prepetition Term Loan Parties under the DIP Documents, the DIP ABL Facility, and this Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Secured Parties and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Interim Order.

17. Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or mortgage) to validate or perfect (in accordance with applicable non-

bankruptcy law) the DIP Liens and the Adequate Protection Liens, or to evidence or entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agents, Prepetition ABL Agent and the Prepetition Term Loan Agents are authorized to file, in the applicable registries of deeds and other appropriate public records, as it in its sole discretion deems necessary or advisable, such financing statements, security agreements, mortgages, leasehold mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and the Adequate Protection Liens, and all such financing statements, mortgages, leasehold mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver promptly upon demand to the DIP Agents, the Prepetition ABL Agent, and the Prepetition Term Loan Agents, as applicable, all such financing statements, deposit account control agreements, mortgages, leasehold mortgages, notices, and other documents and/or applicable amendments as the DIP Agents, the Prepetition ABL Agent, or the Prepetition Term Loan Agents may reasonably request. Each of the DIP Agents, the Prepetition ABL Agent, and the Prepetition Term Loan Agents, in each of their discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices

of lien, or similar instrument. To the extent that the Prepetition ABL Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other Prepetition Documents or is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agents shall also be deemed to be the secured party under such documents or to be the loss payee or additional insured, as applicable, subject to the terms of the Debtors' leases for non-residential real property and otherwise to the fullest extent provided by applicable law, provided, further, that the liens granted herein shall not interfere with any rights held by a landlord to insurance proceeds for damage to a landlord's property.

18. Application of Proceeds of Collateral. As a condition to the entry of the DIP Documents, the extension of credit under the DIP ABL Facility, and the authorization to use Cash Collateral, as of and commencing on the date of the Interim Hearing, the Debtors shall apply all net proceeds of DIP Collateral, including whether sold in the ordinary course, liquidated pursuant to the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume and Perform Under the Consulting Agreement Related to the Sale of Inventory, (II) Approving Procedures for the Sale of Inventory, (III) Approving Modifications to Certain Customer Programs, and (IV) Granting Related Relief* [Docket No. 18], or otherwise, in accordance with the Budget and as follows: (x) proceeds of DIP Primary Collateral shall be distributed (A) *first*, to the

Prepetition ABL Agent on account of the Prepetition Revolving Obligations; (B) *second*, to the DIP ABL Agent on account of the DIP Obligations (in accordance with the DIP Documents) until such obligations have been Paid in Full, (C) *third,* to the Prepetition ABL Agent on account of any outstanding Prepetition ABL Obligations (in accordance with the Prepetition ABL Agreement) until such obligations have been Paid in Full, and (D) *fourth*, to the applicable Prepetition Term Loan Agent on account of the applicable Prepetition Term Loan Obligations until such obligations have been Paid in Full; and (y) the proceeds of DIP Secondary Collateral shall be distributed (A) *first*, proceeds equal to the amount of the Allocable Share (as defined herein) of the Debtors' costs and expenses of preserving, or disposing of, DIP Secondary Collateral, shall be applied by the Debtors in accordance with the Budget,[10] (B) *second*, to the applicable Prepetition Term Loan Agent which shall apply such funds to the obligations owing under the applicable Prepetition Term Loan Facilities until such obligations have been Paid in Full, (C) *third*, to the DIP ABL Agent or Prepetition ABL Agent (as applicable) on account of the DIP Revolving Obligations (and Prepetition Revolving Obligations, if outstanding) until such obligations have been Paid in Full,

[10] "Allocable Share" means, with respect to each of the costs and expenses identified on page 4 of the Budget, and as agreed to by the DIP Agents, the Prepetition ABL Agent, and the Prepetition Senior Superpriority Term Loan Agent, the actual dollar amount allocated to the Prepetition Term Lender, to be allocable for the preservation or disposition of the DIP Secondary Collateral. Upon the liquidation of, or receipt of any proceeds attributable to, any DIP Second Collateral, the first such proceeds (not to exceed in the aggregate the Allocable Share) shall be paid over to the DIP Agent or the Prepetition ABL Agent to reimburse such parties for any budgeted expenses previously funded by the DIP Agents under the Interim Order or the Final Order, with any remaining such proceeds being deposited into an account under the DIP Agents' control to fund any remaining budgeted expenses up to the Allocable Share; *provided*, that, any unused amounts shall be distributed as DIP Secondary Collateral in accordance with Paragraph 18 of this Interim Order.

and (D) *fourth*, to the DIP ABL Agent or Prepetition ABL Agent (as applicable) on account of any remaining DIP Obligations or Prepetition ABL Obligations until such obligations have been Paid in Full. Notwithstanding anything to the contrary herein or in the DIP Documents or the Prepetition ABL Documents, the DIP Obligations and the Prepetition ABL Obligations shall be satisfied from DIP Primary Collateral of the Debtors in these Chapter 11 Cases (other than DB Canada) prior to being satisfied from DIP Primary Collateral of DB Canada.

19. Protections of Rights of the Prepetition Secured Parties. Subject to the Intercreditor Agreement, unless the DIP Agents, Prepetition ABL Agent, the Prepetition FILO Agent, and Prepetition Term Loan Agents have each provided their respective prior written consent, or all DIP Obligations, Prepetition ABL Obligations, and Prepetition Term Loan Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been, or contemporaneously will be, Paid in Full and the lending commitments under the DIP ABL Facility have terminated, in any of these Cases or any Successor Cases, the Debtors shall neither seek entry of, nor support any motion or application seeking entry of, and otherwise shall object to any motion or application seeking entry of, any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or Prepetition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu*

with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and/or the Adequate Protection Superpriority Claims except as expressly set forth in this Interim Order or the DIP Documents; (ii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; (iii) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor or any creditor's taking any setoff or recoupment against any of its prepetition indebtedness based upon any such return of goods pursuant to section 553 of the Bankruptcy Code or otherwise; or (iv) any modification of any of the DIP Secured Parties' or the Prepetition Secured Parties' rights under this Interim Order, the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents with respect any DIP Obligations, Prepetition ABL Obligations, or Prepetition Term Loan Obligations. It shall be an Event of Default under the DIP Documents and this Interim Order if, in any of these Cases or any Successor Cases, the Debtors take or fail to take any of the actions contemplated with respect to provisions (i) through (iv) of the previous sentence or if any order is entered granting any of the relief enumerated in provisions (i) through (iv) of the previous sentence.

20. Credit Bidding. In connection with any sale process authorized by the Court, (a) the DIP Secured Parties, and (b) subject to the rights preserved in paragraph 35, the Prepetition ABL Parties and Prepetition Term Loan Parties (or any such party's designee) may

credit bid, consistent with the applicable DIP Documents and/or Prepetition Documents, some or all of their claims for their respective priority collateral (each a "Credit Bid") to the extent permitted by section 363(k) of the Bankruptcy Code, subject in each case to the rights, duties, and limitations, as applicable, of the parties under the Intercreditor Agreement and the Prepetition Documents, and to the provision of consideration sufficient to pay in full in cash any senior liens on the collateral that is subject to the Credit Bid.

21. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Cases or any Successor Cases, shall obtain credit or incur debt pursuant to sections 364(b), 364(c), or 364(d) of the Bankruptcy Code or in violation of the DIP Documents at any time prior to the DIP Obligations and Prepetition ABL Obligations being Paid in Full, and the termination of the DIP Secured Parties' obligation to extend credit under the DIP ABL Facility, including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates, and such facilities are secured by any DIP Collateral, then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP ABL Agent and/or the Prepetition ABL Agent to be applied in accordance with this Interim Order and the DIP Documents.

22. Cash Collection. From and after the date of the entry of this Interim Order, all collections and proceeds of any DIP Primary Collateral or Prepetition ABL Priority Collateral and all Cash Collateral that does not constitute DIP Secondary Collateral (and except as otherwise

set forth in the DIP ABL Credit Agreement) that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall, to the extent required by the DIP Documents, be promptly deposited in the same lock-box and/or deposit accounts into which the collections and proceeds of the Prepetition ABL Priority Collateral were deposited under the Prepetition Documents (or in such other accounts as are designated by the DIP ABL Agent from time to time) (collectively, the "Cash Collection Accounts"), which accounts (except, with respect to DB Canada's accounts or as otherwise set forth in the DIP ABL Credit Agreement) shall be subject to the sole dominion and control of the DIP ABL Agent in accordance with the DIP ABL Credit Agreement (and, for the avoidance of doubt, the DIP ABL Agent shall be authorized to issue notices of exclusive control or similar notices under existing control agreements). All proceeds and other amounts in the Cash Collection Accounts of the Debtors (other than DB Canada) shall be remitted to the DIP ABL Agent for application in accordance with the DIP Documents and this Interim Order. Unless otherwise agreed to in writing by the DIP ABL Agent or otherwise provided for herein, or otherwise ordered by the Court, the Debtors shall maintain no accounts except those identified in any cash management order entered by the Court (a "Cash Management Order"). The Debtors (other than DB Canada) and the applicable financial institutions where the applicable Debtors' Cash Collection Accounts are maintained (including those accounts identified in any Cash Management

Order), are authorized and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP ABL Agent.

23. Maintenance of DIP Collateral. Until all DIP Obligations and all Prepetition ABL Obligations are Paid in Full, and the DIP Secured Parties' obligation to extend credit under the DIP ABL Facility has terminated, the Debtors shall: (a) insure the DIP Collateral as required under the DIP ABL Facility; and (b) maintain the cash management system in effect as of the Petition Date, as modified by any Cash Management Order that has first been agreed to by the DIP ABL Agent or as otherwise required by the DIP Documents or this Interim Order unless such cash management system is modified with the consent of the DIP ABL Agent (such consent not to be unreasonably withheld) or modified as a result of entry of any order by the Court.

24. Disposition of DIP Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral, Prepetition ABL Priority Collateral or Prepetition Term Priority Collateral other than in the ordinary course of business, without (subject to the Intercreditor Agreement) the prior written consent of the DIP Agents, Prepetition ABL Agent (solely with respect to the DIP Primary Collateral), or (solely with respect to the DIP Secondary Collateral) the Prepetition Senior Superpriority Term Loan Agent, as the case may be (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Secured Parties, the Prepetition ABL Parties, the Prepetition Term Loan Parties, or from

any order of this Court), except as otherwise provided for in the DIP Documents (subject to the Intercreditor Agreement), this Interim Order, or the Budget, or otherwise ordered by the Court.

25. DIP Events of Default. The occurrence of any of the following events, unless waived by the DIP Agents or the Prepetition ABL Agent in advance, in writing, and in accordance with the applicable terms of the DIP ABL Credit Agreement, shall constitute an event of default under this Interim Order and the DIP Documents (collectively, the "DIP Events of Default"): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order (including with respect to compliance with the Budget, subject to the permitted variances provided in the DIP Documents); (b) the occurrence of a "DIP Event of Default" under this Interim Order or an "Event of Default" under the DIP ABL Credit Agreement or this Interim Order; or (c) the failure of the Debtors to comply with the Required Milestones attached hereto as **Exhibit C**.

26. Rights and Remedies Upon DIP Event of Default. Immediately upon the occurrence and during the continuation of a DIP Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order (and the Remedies Notice Period), the DIP ABL Agent or the Prepetition ABL Agent may declare (any such declaration shall, upon delivery by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee (if appointed), the Prepetition Term Loan Agents, and the U.S.

Trustee, be referred to herein as a "DIP Termination Declaration") (a) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (b) the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP ABL Facility, (c) the termination of the DIP ABL Facility and the DIP Documents as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Liens or the DIP Obligations, (d) a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral and DIP Collateral (other than Prepetition Term Priority Collateral), and (e) the delivery of the Carve Out Trigger Notice (as defined herein) to the Debtors (as applicable) has occurred, (the date which is the earliest to occur of the Maturity Date and any date a DIP Termination Declaration or Carve Out Trigger Notice is delivered to the Debtors in accordance with this Interim Order shall be referred to herein as the "DIP Termination Date"); *provided* that prior to the exercise of any right set forth in clauses (a)-(e), the DIP ABL Agent or the Prepetition ABL Agent (as applicable) shall be required to file a motion with the Court using a CM/ECF emergency code seeking emergency relief from the automatic stay (the "Stay Relief Motion") on at least three (3) business days' written notice to counsel to the Debtors, counsel to the Prepetition Term Loan Agents, counsel to a Committee (if appointed), and the U.S. Trustee (the "Remedies Notice Parties") of the DIP Agents' or Prepetition ABL Agent's intent to exercise its rights and remedies (the "Remedies Notice Period") and, during the Remedies Notice Period, the Debtors, the Prepetition Term Loan Parties, and/or the Committee may seek an emergency

hearing before the Court to contest the relief requested in the Stay Relief Motion; *provided*, that the burden shall be on any party opposing the exercise of such remedies and/or the Stay Relief Motion, and the DIP Secured Parties or Prepetition ABL Parties shall not be required to satisfy the applicable standard for relief from the automatic stay.

27. Access to DIP Collateral. Upon the Court's ruling with respect to the Stay Relief Motion, the Court may fashion an appropriate remedy upon a determination that a DIP Event of Default occurred, including that the DIP Agents and/or the Prepetition ABL Agent shall be entitled to exercise all rights and remedies with respect to the DIP Collateral provided for in, and subject to the priorities and conditions set forth in, this Interim Order and the applicable DIP Documents and/or Prepetition ABL Documents, including the right to foreclose on, or otherwise exercise its rights with respect to all or any portion of the DIP Collateral, as permitted by the Court. In the event that no objections to the Stay Relief Motion are filed by any of the Debtors, the Committee, or the Prepetition Term Loan Parties within the Remedies Notice Period and upon the filing of a certificate of no objection by the DIP Agents and/or the Prepetition ABL Agent, then the DIP Termination Date shall be deemed to have occurred for all purposes and the automatic stay will automatically be modified such that: (a) the DIP Secured Parties shall be entitled to exercise their rights and remedies in accordance with the DIP Documents and this Interim Order to satisfy the DIP Obligations, DIP Superpriority Claim and DIP Liens, subject to the Carve Out (to the extent applicable), and (b) the Prepetition ABL Parties shall be entitled to exercise their rights and

remedies in accordance with the Prepetition ABL Documents and this Interim Order to satisfy the Prepetition ABL Obligations, Prepetition ABL Superpriority Claims, and Prepetition ABL Adequate Protection Liens, subject to the Carve Out (to the extent applicable). Notwithstanding anything to the contrary herein, subject to and effective upon entry of a Final Order, upon the Bankruptcy Court's entry of an order with respect to the Stay Relief Motion, the DIP Secured Parties and the Prepetition ABL Parties, subject to the Intercreditor Agreement, shall be permitted to (a) access and recover any and all DIP Primary Collateral, and (b) enter onto any leased premises of any Debtor that constitutes DIP Primary Collateral and exercise all of the Debtors' rights and privileges as lessee under such lease in connection with an orderly liquidation of the DIP Primary Collateral, *provided*, *however*, in the case of clause (b), the DIP Secured Parties and/or Prepetition ABL Parties can only enter upon a leased premises after expiration of the Remedies Notice Period and/or DIP Event of Default in accordance with (i) a separate written agreement by and between the DIP Secured Parties or the Prepetition ABL Parties, as applicable, and any applicable landlord, (ii) pre-existing rights of the DIP Secured Parties or the Prepetition ABL Parties, as applicable, and any applicable landlord under applicable non-bankruptcy law, (iii) consent of the applicable landlord, or (iv) entry of an order of this Court obtained by motion of the applicable DIP Secured Party or Prepetition ABL Party on such notice to the landlord as shall be required by this Court; *provided*, *however*, solely with respect to rent due to a landlord of any such leased premises, the DIP Secured Parties and/or the Prepetition ABL Parties, as applicable, shall be obligated only to

reimburse the Debtors for the payment of rent of the Debtors that first accrues after delivery of the DIP Termination Declaration in accordance with paragraph 26 herein that is payable during the period of such occupancy by the DIP Secured Parties and/or Prepetition ABL Parties, as applicable, calculated on a daily per diem basis; *provided*, *further*, that nothing herein shall relieve the Debtors of their obligations pursuant to section 365(d)(3) of the Bankruptcy Code for the payment of postpetition rent and other charges under any lease of non residential real property through and including any assumption and/or rejection of any lease. Nothing herein shall require the DIP Secured Parties or the Prepetition ABL Parties to assume any lease as a condition to the rights afforded in this paragraph.

28. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Secured Parties and Prepetition ABL Parties have acted at arms' length in good faith in connection with this Interim Order and are entitled to, and may rely upon, the protections granted herein and by section 364(e) of the Bankruptcy Code.

29. Lender Fees, and Other Expenses. The Debtors are authorized and directed to pay all reasonable and documented prepetition and postpetition fees and out of pocket expenses of the DIP Agents in connection with the DIP ABL Facility and these Cases, whether or not the transactions contemplated hereby are consummated, including reasonable and documented attorneys' fees, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and indemnification and reimbursement of reasonable and documented fees and

expenses (which, for the avoidance of doubt, shall not be subject to or limited by the Budget) of (i) the advisors to the DIP ABL Agent and the Prepetition ABL Agent (including the ABL Advisors), and (ii) following the Prepetition Revolving Obligations, DIP Revolving Obligations, and any obligations owing to the DIP ABL Agent or the Prepetition ABL Agent being Paid in Full, the advisors to the Prepetition FILO Agent and the DIP FILO Agent (including the FILO Advisers), in each case subject to the review procedures set forth in this paragraph 29. Subject to the review procedures set forth in this paragraph 29, payment of all reasonable and documented invoiced out-of-pocket fees and expenses provided for herein with respect to the DIP Agents or as adequate protection (including for the ABL Advisors and the FILO Advisors) shall not be required to comply with the U.S. Trustee guidelines or file fee applications with the Court with respect to any fees or expenses payable herein, may be in summary form only (and shall not be required to contain time entries 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), and shall be provided to counsel to the Debtors, the Committee (if any), and the U.S. Trustee (the "Fee Notice Parties"). If no objection to payment of the requested fees and expenses is made in writing by any of the Fee Notice Parties within ten business days after delivery of such invoices (the "Fee Objection Period"), then, without further order of, or application to, the Court or notice

to any other party, such fees and expenses shall be promptly paid by the Debtors and, in any case, within ten business days. If an objection is made by any of the Fee Notice Parties within the Fee Objection Period to payment of the requested fees and expenses, then only the disputed portion of such fees and expenses shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtors. Notwithstanding the foregoing, the Debtors are authorized and directed to pay (or authorize the reimbursement from any prepetition retainers) on the date of entry of this Interim Order all reasonable, undisputed, and documented fees, costs and expenses of the DIP ABL Agent and the Prepetition ABL Agent (including the reasonable, undisputed, and documented fees and expenses of the ABL Advisors) incurred on or prior to such date without the need for any professional engaged by the DIP ABL Agent or Prepetition ABL Agent to first deliver a copy of its invoice as provided for herein. Payments of any amounts set forth in this paragraph 29 shall not be subject to recharacterization, subordination, or disgorgement, unless expressly provided herein.

30. Proofs of Claim. Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any Successor Cases to the contrary, the DIP Secured Parties, the Prepetition ABL Parties, and the Prepetition Term Loan Parties will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claims arising under the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents. The Debtors' stipulations, admissions, and acknowledgments

and the provisions of this Interim Order shall be deemed to constitute a timely filed proof of claim for the DIP Secured Parties, the Prepetition ABL Parties, and the Prepetition Term Loan Parties with regard to all claims arising under the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents, as the case may be. Notwithstanding the foregoing, the Prepetition ABL Agent on behalf of itself and the Prepetition ABL Parties, and the Prepetition Term Loan Agents on behalf of themselves and the applicable Prepetition Term Loan Parties, are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate or master proofs of claim in each of the Chapter 11 Cases or Successor Cases for any claim described herein (with any such aggregate or master proof of claim filed in any of the Chapter 11 Cases deemed to be filed in all Cases of each of the Debtors and asserted against all of the applicable Debtors). Any proof of claim filed by the Prepetition ABL Agent or any of the Prepetition Term Loan Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the applicable Prepetition ABL Parties or Prepetition Term Loan Parties. Any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases shall not apply to any claim of the DIP Secured Parties, the Prepetition ABL Parties, or the Prepetition Term Loan Parties. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

31. Indemnification. The debtors shall indemnify and hold harmless the DIP Secured Parties in accordance with the terms and conditions of the DIP ABL Credit Agreement. In addition, upon the earlier of the (a) repayment in cash of the DIP Revolving Obligations and the Prepetition Revolving Obligations, or (b) conclusion of the Remedies Notice Period, the Debtors shall pay $250,000 from proceeds of the DIP Primary Collateral into an indemnity account (the "DIP Indemnity Account") subject to the first priority liens of the DIP ABL Agent and Prepetition ABL Agent, for the benefit of the Revolving Secured Parties (as defined in the DIP ABL Credit Agreement and the Prepetition ABL Agreement, as applicable). The DIP Indemnity Account shall be released to the Debtors upon the DIP Revolving Obligations and the Prepetition ABL Obligations being Paid in Full.

32. Carve Out.

(a) As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses, other than any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors or Committee

(the "Allowed Professional Fees")[11] incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP Agents or the Prepetition ABL Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $1,000,000 incurred after the first business day following delivery by the DIP Agents or the Prepetition ABL Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agents or the Prepetition ABL Agent to

[11] Notwithstanding anything to the contrary herein, in addition to the amounts set forth in paragraph 32(a), the Carve Out shall also include $500,000 as Allowed Professional Fees (the "HL Carve Out Amount") of Houlihan Lokey Capital, Inc., as investment banker to the Debtors ("HL"); *provided*, *however*, that, upon any disposition (including pursuant to any credit bid pursuant to section 363 of the Bankruptcy Code) of DIP Collateral, other than any disposition of de minimis DIP Collateral (in each case, a "Disposition"), HL shall be entitled to a payment of a fee in the amount of $1,750,000 (the "Disposition Fee Amount"), which fee shall be payable from proceeds of Prepetition Term Priority Collateral, including, but not limited to, proceeds from any such Disposition. To the extent the Disposition Fee Amount exceeds the value of the proceeds of Prepetition Term Priority Collateral obtained from such Disposition, HL shall be entitled to benefit from and receive payment from the Carve Out (up to the HL Carve Out Amount) to the extent of any shortfall between the Disposition Fee Amount and the portion of the Disposition Fee Amount funded from Prepetition Term Priority Collateral (*provided*, *however*, that, the funding of such shortfall amount shall not exceed the HL Carve Out Amount).

the Debtors, their lead restructuring counsel, counsel to the Prepetition Senior Superpriority Term Loan Agent, the U.S. Trustee, and counsel to a Committee (if appointed), which notice may be delivered (i) following the occurrence and during the continuation of a DIP Event of Default and acceleration of the DIP Obligations under the DIP Facility, or (ii) upon termination of the Debtors' right to use Cash Collateral by the Prepetition ABL Agent (with respect to DIP Primary Collateral), in each case stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Fee Estimates. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "Estimated Fees and Expenses") incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); *provided*, *that* within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the

Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP Agents, Prepetition ABL Agent, and the Prepetition Senior Superpriority Term Loan Agent). If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person; *provided*, *that* such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Budget for such period for such Professional Person from a reserve to be funded by the Debtors from all cash on hand as of such date and any available cash thereafter held by any Debtor pursuant to paragraph 32(iii) below, to the extent of any such funds held therein. Solely as it relates to the DIP Secured Parties and the Prepetition ABL Parties, any deemed draw and borrowing pursuant to paragraph 32(c)(i)(x) for amounts under paragraph 32(a)(iii) above shall be limited to the greater of (x) the sum of (I) the aggregate unpaid amount of Estimated Fees and Expenses included in such Weekly Statements timely received by the Debtors prior to the Termination Declaration Date *plus*, without duplication, (II) the lesser of (1) the aggregate unpaid amount of Estimated Fees and Expenses included in the

Final Statements timely received by the Debtors pertaining to the period through and including the Termination Declaration Date and (2) the Budgeted Cushion Amount (as defined below), and (y) the aggregate unpaid amount of Allowed Professional Fees included in the Budget for the period prior to the Termination Declaration Date (such amount, the "ABL Professional Fee Carve Out Cap"). For the avoidance of doubt, the DIP ABL Agent shall be entitled to maintain at all times a reserve or a segregated account at the DIP ABL Agent in trust (the "Carve-Out Reserve") in an amount (the "Carve-Out Reserve Amount") equal to the sum of (i) the greater of (x) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements timely received by the Debtors, and (y) the aggregate amount of Allowed Professional Fees contemplated to be unpaid in the Budget at the applicable time, *plus* (ii) the Post-Carve Out Trigger Notice Cap, *plus* (iii) the amounts contemplated under paragraph 32(a)(i) and 32(a)(ii) above, *plus* (iv) an amount equal to the amount of Allowed Professional Fees set forth in the Budget for the then current week occurring after the most recent Calculation Date and the two weeks succeeding such current week (such amount set forth in (iv), regardless of whether such reserve is maintained, the "Budgeted Cushion Amount"). Not later than 7:00 p.m. New York time on the fourth business day of each week starting with the first full calendar week following the Petition Date, the Debtors shall deliver to the DIP Agents, the Prepetition ABL Agent, and the Prepetition Senior Superpriority Term Loan Agent a report setting forth the Carve-Out Reserve Amount as of such time, and, in setting the Carve-Out Reserve, the DIP Agents shall be entitled to rely upon such

reports in accordance with the DIP ABL Credit Agreement. Prior to the delivery of the first report setting forth the Carve-Out Reserve Amount, the DIP Agents shall calculate the Carve-Out Reserve Amount by reference to the Budget for subsection (i) of the Carve-Out Reserve Amount.

(c) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by either the DIP Agents or the Prepetition ABL Agent to the Debtors with a copy to counsel to the Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice (i) shall be deemed a draw request and notice of borrowing by the Debtors for DIP Revolving Loans under the DIP ABL Credit Agreement in an amount equal to the sum of (x) the amounts set forth in paragraphs 32(a)(i) and 32(a)(ii) above, and (y) the then unpaid amounts of the Allowed Professional Fees up to the ABL Professional Fee Carve Out Cap (any such amounts actually advanced shall constitute DIP Loans) and (ii) shall also constitute a demand to the Debtors, and authorization for the Debtors, to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraphs 32(a)(i) and 32(a)(ii), and then unpaid amounts of the Allowed Professional Fees (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP Loans pursuant to the forgoing clause (i) and (ii) of this sentence of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP ABL Agent in trust in respect of amounts funded by the DIP Lenders and, if applicable, the cash on hand exclusively to pay such unpaid Allowed Professional Fees (each, a "Pre-Carve Out Trigger Notice

Reserve") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice (A) shall also be deemed a request by the Debtors for DIP Loans under the DIP ABL Credit Agreement in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute DIP Loans), and (B) shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP Loans pursuant to the foregoing clause (A) of this sentence of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP ABL Agent in trust in respect of amounts funded by the DIP Lenders and, if applicable, cash on hand exclusively to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (each, a "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve(s), the "Carve Out Reserves") prior to any and all other claims. On the first business day following the Termination Declaration Date and the deemed requests for the making of DIP Loans as provided in this paragraph (c), notwithstanding anything in the DIP ABL Credit Agreement to the contrary, including with respect to (1) the existence of a Default (as defined in the DIP ABL Credit Agreement) or Event of Default, (2) the failure of the Debtors to satisfy any or all of the conditions precedent for the making of any DIP Loan under the DIP ABL Credit Agreement, (3) any termination of the Commitments (as defined

in the DIP ABL Credit Agreement) following an Event of Default, or (4) the occurrence of a DIP Termination Date, each DIP Lender with an outstanding Commitment shall make available to the DIP ABL Agent, such DIP Lender's *pro rata* share of such DIP Loans.

(d) Application of Carve Out Reserves.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in subparagraphs (a)(i) through (a)(iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to clause (iii), below, all remaining funds shall be distributed (A) *first*, to the DIP ABL Agent or Prepetition ABL Agent (as applicable) on account of the DIP Revolving Obligations (and Prepetition Revolving Obligations, if outstanding) until such obligations have been Paid in Full, (B) *second*, to the DIP ABL Agent or Prepetition ABL Agent (as applicable) on account of any remaining DIP Obligations or Prepetition ABL Obligations until such obligations have been Paid in Full, and (C) *third*, to the Prepetition Senior Superpriority Term Loan Agent on account of the Prepetition Senior Superpriority Term Loan Obligations until such obligations have been Paid in Full.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"). If the Post-Carve Out Trigger Notice Reserve has not been

reduced to zero, subject to clause (iii), below, all remaining funds in the account shall be distributed in the same manner as provided above with respect to the Pre-Carve Out Trigger Notice Reserve.

(iii) Notwithstanding anything to the contrary in the DIP ABL Credit Agreement or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 32, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve to the extent of any shortfall in funding prior to making any payments to the DIP Agents.

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

(v) Notwithstanding anything to the contrary in this Interim Order, (A) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (B) subject to the limitations with respect to the DIP Agents, DIP Lenders, Prepetition ABL Agent and Prepetition ABL Lenders set forth in paragraph (b), above, in no way shall any Budget, Carve Out, Post-Carve

Out Trigger Notice Cap or Carve Out Reserves be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, or in the DIP ABL Credit Agreement, the Carve Out shall be senior to all liens and claims securing the DIP ABL Credit Agreement, the Adequate Protection Liens, and the 507(b) Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the obligations under the Prepetition ABL Documents or the Prepetition Term Loan Documents.

(e) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Secured Parties and the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Secured Parties or Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

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

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

33. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. The DIP ABL Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, and the Carve Out may not be used in connection with: (a) paying any prepetition claim except in accordance with the Budget, (b) preventing, hindering, or delaying any of the DIP Secured Parties or the Prepetition Secured Parties' permitted enforcement or realization upon any of the DIP Collateral or Prepetition Collateral; (c) using or seeking to use Cash Collateral except as provided for in this Interim Order and the DIP Documents; (d) selling or otherwise disposing of DIP Collateral without the consent of the DIP Agents or Prepetition Collateral without the consent of the applicable Prepetition Agent(s); (e) using or seeking to use any insurance proceeds constituting DIP Collateral

except as provided for in this Interim Order and the DIP Documents (subject to the Intercreditor Agreement) without the consent of the DIP Agents, Prepetition ABL Agent (in the case of the DIP Primary Collateral) or the Prepetition Term Loan Agent (in the case of DIP Secondary Collateral); (f) incurring Indebtedness (as defined in the DIP ABL Credit Agreement) without the prior consent of the DIP ABL Agent, except to the extent permitted under the DIP ABL Credit Agreement; (g) seeking to amend or modify any of the rights granted to the DIP Secured Parties or the Prepetition Secured Parties under this Interim Order, the DIP Documents, or the Prepetition Documents, including seeking to use Cash Collateral and/or DIP Collateral on a contested basis; (h) objecting to or challenging in any way the DIP Liens, DIP Obligations, Prepetition Liens, Prepetition Secured Obligations, DIP Collateral (including Cash Collateral) or, as the case may be, Prepetition Collateral, or any other claims or liens, held by or on behalf of any of the DIP Secured Parties or the Prepetition Secured Parties, respectively; (i) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against any of the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees; (j) litigating, objecting to, challenging, or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the DIP Obligations, the DIP Liens, the Prepetition Liens, Prepetition Secured Obligations, or any other rights or interests of any of the DIP Secured

Parties or the Prepetition Secured Parties; or (k) seeking to subordinate, recharacterize, disallow, or avoid the DIP Obligations, or the Prepetition Secured Obligations; *provided, however*, that the Carve Out and such collateral proceeds and loans under the DIP Documents may be used for allowed fees and expenses, in an amount not to exceed $50,000 in the aggregate (the "Investigation Budget Amount"), incurred solely by a Committee (if appointed), in investigating (but not prosecuting or challenging), the Prepetition Lien and Claim Matters (as defined herein).

34. Payment of Compensation. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses of any Professional Person or shall affect the right of the DIP Secured Parties or the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses. The Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code, as the same may be due and payable.

35. Effect of Stipulations on Third Parties.

(a) *Generally*. The admissions, stipulations, agreements, releases, and waivers set forth in paragraph G of this Interim Order (collectively, the "Prepetition Lien and Claim Matters") are and shall be binding on the Debtors, any subsequent trustee, responsible person, examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including a Committee (if appointed),

unless and to the extent that a party in interest with proper standing granted by order of the Bankruptcy Court (or other court of competent jurisdiction) has properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (other than the Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) and (i) has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 35) challenging the Prepetition Lien and Claim Matters (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a "Challenge") by no later than the earlier of (I) (a) 60 days from the date of formation of a Committee (if appointed) or (b) 75 days following the entry of the Interim Order in the case that no Committee is appointed or (II) the entry of an order confirming a plan of the Debtors or the sale of all or substantially all the assets of the Debtors (as applicable, the "Challenge Deadline"), as such applicable date may be extended in writing from time to time in the sole discretion of the Prepetition ABL Agent (with respect to the Prepetition ABL Documents, Prepetition ABL Obligations and Prepetition ABL Liens in connection with the Prepetition Revolving Obligations), the Prepetition FILO Agent (with respect to the Prepetition ABL Documents, Prepetition ABL Obligations and Prepetition ABL Liens in connection with the "FILO Obligations" as defined in the Prepetition ABL Agreement) or the applicable Prepetition Term Loan Agent (with respect to the applicable Prepetition Term Loan Documents, Prepetition

Term Loan Obligations, and Prepetition Term Loan Liens), or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline, and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal.

(b) *Binding Effect*. To the extent no Challenge is timely commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Matters, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Prepetition Lien and Claim Matters shall, pursuant to this Interim Order, become binding, conclusive, and final on any person, entity, or party in interest in the Chapter 11 Cases, and their successors and assigns, and in any Successor Case for all purposes and shall not be subject to challenge or objection by any party in interest, including a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. Notwithstanding anything to the contrary herein, if any such proceeding is timely commenced, the Prepetition Lien and Claim Matters shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (a) above except to the extent that any of such Prepetition Lien and Claim Matters is expressly the subject of a timely filed Challenge, which Challenge is successful as set forth in a final judgment as provided

in subparagraph (a) above, and only as to plaintiffs or movants that have complied with the terms hereof. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Secured Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Prepetition Documents in defending themselves in any such proceeding as adequate protection. Upon a successful Challenge brought pursuant to this paragraph 35, the Court may fashion any appropriate remedy.

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

37. Section 506(c) Claims. Subject to entry of a Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such parties.

38. Postpetition Interest. The Prepetition Term Loan Agents' and Prepetition Term Loan Lenders' rights are reserved, and nothing herein shall waive such rights, to assert claims for interest, fees, prepayment premiums, costs and other charges allowable under section 506(b)

of the Bankruptcy Code on account of the Prepetition Term Loan Obligations to the extent it is subsequently determined by the Prepetition Term Loan Agents that the aggregate value of the Prepetition Term Priority Collateral exceeds the amount outstanding under the Prepetition Term Loan Obligations.

39. No Marshaling/Applications of Proceeds. Subject to entry of a Final Order, the DIP Secured Parties and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as the case may be, and proceeds shall be received and applied pursuant to this Interim Order and the DIP Documents (but subject to the Intercreditor Agreement), notwithstanding any other agreement or provision to the contrary.

40. Section 552(b). Subject to entry of a Final Order, the Prepetition Secured Parties shall each 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, products, offspring or profits of any of the Prepetition Collateral.

41. Limits on Lender Liability. Subject to entry of a Final Order, nothing in this Interim Order, any of the DIP Documents, the Prepetition Documents, or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising

from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Cases. The DIP Secured Parties and the Prepetition Secured Parties shall not, solely by reason of having made loans under the DIP ABL Facility or the Prepetition Documents or permitted the use of Cash Collateral, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Documents, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

42. Insurance Proceeds and Policies. Upon entry of this Interim Order and to the fullest extent provided by applicable law, the DIP ABL Agent (on behalf of the DIP Secured Parties), the Prepetition ABL Agent (on behalf of the Prepetition ABL Parties), and the Prepetition Term Loan Agent (on behalf of the Prepetition Term Loan Parties), shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral, subject to the terms of the Debtors' leases for non-residential real property and otherwise to the fullest

extent provided by applicable law, provided, further, that the liens granted herein shall not interfere with any rights held by a landlord to insurance proceeds for damage to a landlord's property.

43. No Superior Rights of Reclamation. Based on the findings and rulings herein regarding the integrated nature of the DIP ABL Facility and the Prepetition ABL Documents, in no event shall any alleged right of reclamation or return (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) be deemed to have priority over the DIP Liens.

44. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Secured Parties, the Prepetition Secured Parties, a Committee (if appointed), or any party in interest.

45. Binding Effect of Interim Order. Immediately upon execution by this Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, all other creditors of any of the Debtors, a Committee (if appointed), or any other court appointed committee, and all other parties in interest and their respective successors and assigns, including

any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Case or Successor Case.

46. No Modification of Interim Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP ABL Facility which survive such discharge by their terms) the Debtors shall not seek or consent to, directly or indirectly: (a) without the prior written consent of the DIP Agents, Prepetition ABL Agent, and the Prepetition Senior Superpriority Term Loan Agent, (i) any modification, stay, vacatur, or amendment to this Interim Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 506(c), 507(a), or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases or Successor Cases, equal or superior to the DIP Superpriority Claims or Adequate Protection Superpriority Claims, other than the Carve Out; (b) without the prior written consent of the DIP Agents, Prepetition ABL Agent, and the Prepetition Senior Superpriority Term Loan Agent (acting at the direction of the requisite Prepetition Senior Superpriority Term Loan Lenders in accordance with the Prepetition Senior Superpriority Term Loan Agreement) for any order allowing use of Cash Collateral (other than as permitted during the Remedies Notice Period) resulting from DIP Collateral or Prepetition Collateral in a manner inconsistent with this Interim Order or the Final Order, as applicable; (c) without the prior written

consent of the DIP Agents or the Prepetition ABL Agent, any lien on any of the DIP Primary Collateral with priority equal or superior to the DIP Liens or the Prepetition ABL Liens, except as specifically provided in the DIP Documents, other than the Carve Out; or (d) without the prior written consent of the DIP Agents or the applicable Prepetition Term Loan Agent(s), any lien on any of the DIP Secondary Collateral with priority equal or superior to the DIP Liens or the Prepetition Term Liens, except as specifically provided in the DIP Documents, other than the Carve Out; or (e) without the prior written consent of the Prepetition Agents, any lien on any of the DIP Collateral with priority equal or superior to the Prepetition Liens or Adequate Protection Liens, other than the Carve Out. The Debtors shall not seek or consent to, directly or indirectly any amendment, modification, or extension of this Interim Order without the prior written consent, as provided in the foregoing, of the DIP Agents, Prepetition ABL Agent and, solely with respect to the DIP Secondary Collateral, the Prepetition Senior Superpriority Term Loan Agent, and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Agents, Prepetition ABL Agent, or the Prepetition Senior Superpriority Term Loan Agent.

47. Continuing Effect of Intercreditor Agreement. Except as otherwise provided herein, the Debtors, DIP Secured Parties, and Prepetition Secured Parties each shall be bound by, and in all respects of the DIP ABL Facility shall be governed by, and be subject to all the terms, provisions and restrictions of the Intercreditor Agreement.

48. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and of this Interim Order, the provisions of this Interim Order shall govern and control.

49. Discharge. The DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been Paid in Full, on or before the effective date of such confirmed plan of reorganization, or each of the DIP Agents, the Prepetition ABL Agent, and Prepetition Senior Superpriority Term Loan Agent, as applicable, has otherwise agreed in writing. None of the Debtors shall propose or support any plan of reorganization or sale of all or substantially all of the Debtors' assets, or order confirming such plan or approving such sale, that does not require that all DIP Obligations be Paid in Full (in the case of the sale of DIP Primary Collateral), and the payment of the Debtors' obligations with respect to the adequate protection provided for herein, in full in cash within a commercially reasonable period of time (and in no event later than the effective date of such plan of reorganization or sale) (a "Prohibited Plan or Sale") without the written consent of each of the DIP Agents, the Prepetition ABL Agent, the Prepetition FILO Agent, and Prepetition Senior Superpriority Term Loan Agent (acting at the direction of the requisite Prepetition Senior Superpriority Term Loan Lenders in accordance with the Prepetition Senior Superpriority Term

Loan Agreement), as applicable. For the avoidance of doubt, the Debtors' proposal or support of a Prohibited Plan or Sale, or the entry of an order with respect thereto, shall constitute a DIP Event of Default hereunder and under the DIP Documents.

50. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or Successor Cases. The terms and provisions of this Interim Order, including the claims, liens, security interests, and other protections granted to the DIP Secured Parties and Prepetition Secured Parties granted pursuant to this Interim Order and/or the DIP Documents, notwithstanding the entry of any such orders described in (a)-(d), above, shall continue in the Chapter 11 Cases, in any Successor Cases, or following dismissal of the Chapter 11 Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until: (x) in respect of the DIP ABL Facility, all the DIP Obligations, pursuant to the DIP Documents and this Interim Order, have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP ABL Facility which survive such discharge by their terms); (y) in respect of the Prepetition ABL Facility, all of the Prepetition ABL Obligations pursuant to the Prepetition ABL Documents and this Interim Order, have been Paid in Full; and (z) in respect of the Prepetition Term Loan

Facilities, all of the Prepetition Term Loan Obligations pursuant to the Prepetition Term Loan Documents and this Interim Order have been Paid in Full. The terms and provisions concerning the indemnification of the DIP Agents and DIP Lenders shall continue in the Chapter 11 Cases, in any Successor Cases, following dismissal of the Chapter 11 Cases or any Successor Cases, following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations. In addition, the terms and provisions of this Interim Order shall continue in full force and effect for the benefit of the Prepetition Term Loan Parties notwithstanding the occurrence of the DIP Obligations and the Prepetition ABL Obligations being Paid in Full.

51. Final Hearing. The Final Hearing on the Motion shall be held on May 18, 2023, at 10:00 a.m., prevailing Eastern Time; provided that the Final Hearing may be adjourned or otherwise postponed upon the Debtors filing a notice of such adjournment with the consent of the DIP Agents, the Prepetition ABL Agent, and the Prepetition Senior Superpriority Term Loan Agent. 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 other party that has filed a request for notices with this Court. Any objections or responses to entry of the Final Order shall be filed on or before 4:00 p.m., prevailing Eastern Time, on May 11, 2023.

52. Necessary Action. The Debtors are authorized to take any and all such actions and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Order and the transactions contemplated hereby.

53. Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon entry thereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules, any applicable Local Bankruptcy Rules, 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.

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

55. Retention of Jurisdiction. This Court retains jurisdiction (i) with respect to all matters arising from or related to the DIP Documents and the implementation of this Interim Order and (ii) to enforce the same.

# EXHIBIT A

## DIP Credit Agreement

*Execution Version*

$85,000,000

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT

Dated as of April 18, 2023

among

DBI MIDCO, INC.,
as Holdings, a Debtor, and a Debtor-In-Possession Under Chapter 11 of the Bankruptcy Code,

DAVID'S BRIDAL, LLC,
as the Borrower, a Debtor, and a Debtor-In-Possession Under Chapter 11 of the Bankruptcy Code,

THE GUARANTORS FROM TIME TO TIME PARTY HERETO,
as Guarantors, Debtors, and Debtors-In-Possession Under Chapter 11 of the Bankruptcy Code,

BANK OF AMERICA, N.A.,
as Administrative Agent, Collateral Agent and L/C Issuer,

1903P LOAN AGENT, LLC,
as FILO Agent,

1903 PARTNERS, LLC,
as FILO Term Loan Lender,

and

THE OTHER LENDERS FROM TIME TO TIME PARTY HERETO

SCHEDULES



EXHIBITS

Form of



ANNEX

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT

This SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT is entered into as of April 18, 2023 among DAVID'S BRIDAL, LLC, a Florida limited liability company ("DBI" or the "Borrower"), DBI MIDCO, INC., a Delaware corporation ("Holdings"), each other Guarantor (as defined below) party hereto, BANK OF AMERICA, N.A. ("BOA"), as Administrative Agent, Collateral Agent and L/C Issuer, and 1903P LOAN AGENT, LLC, as FILO Agent, and 1903 PARTNERS, LLC, as FILO Term Loan Lender, and each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"; each as hereafter further defined).

PRELIMINARY STATEMENTS

WHEREAS, on April 17, 2023 (the "Petition Date"), the Borrower, Holdings and the other Guarantors (collectively, the "Debtors", and each individually, a "Debtor") commenced Chapter 11 Case Nos. 23-13131 through 23-13136, as administratively consolidated at Chapter 11 Case No. 23-13131 (collectively, the "Chapter 11 Cases" and each individually, a "Chapter 11 Case") in the United States Bankruptcy Court for the District of New Jersey (the "Court"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Borrower, in its capacity as "foreign representative" on behalf of the Debtors, will file an application with the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "Canadian Court") under Part IV of the Companies' Creditors Arrangement Act (Canada), R.S.C. 1985, c. C-36, as amended (the "CCAA") to recognize the Chapter 11 Cases as "foreign main proceedings" and grant certain customary related relief (the "Canadian Recognition Proceedings");

WHEREAS, prior to the Petition Date, the Lenders provided financing to the Borrowers pursuant to that certain Amended and Restated ABL Credit Agreement, dated as of November 26, 2019, among the Borrowers, Holdings, Bank of America, N.A., as Prior Administrative Agent, 1903P Loan Agent, LLC, as Prior FILO Agent, 1903 Partners, LLC, as the Prior FILO Term Loan Lender, the other lenders party thereto (together with the Prior FILO Term Loan Lender, the "Prior Lenders") (as amended by the First Amendment to Amended and Restated ABL Credit Agreement, dated as of June 19, 2020, as further amended by the Second Amendment to Amended and Restated ABL Credit Agreement, dated as of April 30, 2021, as further amended by the Third Amendment to Amended and Restated ABL Credit Agreement dated as of November 21, 2022 and as further amended, amended and restated, supplemented or otherwise modified from time to time through the Petition Date, the "Pre-Petition Credit Agreement");

WHEREAS, as of the close of business on April 17, 2023, the Prior Lenders under the Pre-Petition Credit Agreement were owed approximately: (i) $38,475,432.00 in outstanding principal balance of Revolving Credit Loans (as defined in the Pre-Petition Credit Agreement), (ii) $10,072,891.67 in outstanding principal balance of FILO Term Loans (as defined in the Pre-Petition Credit Agreement), and (iii) $16,853,000 in maximum aggregate amounts available to be drawn under outstanding Letters of Credit (as defined in the Pre-Petition Credit Agreement), plus interest, fees, costs and expenses and all other Prior Lender Obligations under the Pre-Petition Credit Agreement.

WHEREAS, the Obligations under and as defined in the Pre-Petition Credit Agreement are secured by a security interest in substantially all of the existing and after-acquired assets of the Borrower and Guarantors as more fully set forth in the Pre-Petition Loan Documents, and such security interest is perfected (except with respect to leases; provided, however, that such security interests were perfected as to proceeds of leases), and, with certain exceptions, as described in the Pre-Petition Loan Documents, has priority over other security interests;

WHEREAS, the Borrower has requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrower, a senior secured super-priority asset-based credit facility up to the lesser of (i) $85 million and (ii) the amount provided therefor in the Interim Order or the Final Order (each as defined below), whichever is then in effect, available from time to time until the Maturity Date (as defined below) (the "Credit Facility");

WHEREAS, the Borrower and the Guarantors have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a security interest in and lien upon all of their existing and after-acquired personal property;

WHEREAS, the Borrower's and Guarantors' business is a mutual and collective enterprise and the Borrowers, and the Guarantors believe that the loans and other financial accommodations to the Borrower under this Agreement will enhance the aggregate borrowing power of the Borrowers and facilitate the administration of the Chapter 11 Cases and their loan relationship with the Agents and the Lenders, all to the mutual advantage of the Borrower and the Guarantors;

WHEREAS, the Borrower and each Guarantor acknowledges that it will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrower as provided in the Agreement;

WHEREAS, the Administrative Agent's and the Lenders' willingness to extend financial accommodations to the Borrower, and to administer the Borrower's and Guarantors' collateral security therefor, on a combined basis as more fully set forth in this Agreement and the other Loan Documents, is done solely as an accommodation to the Borrower and the Guarantors and at the Borrower's and the Guarantors' request and in furtherance of the Borrower's and Guarantors' mutual and collective enterprise; and

WHEREAS, all capitalized terms used in this Agreement, including in these Recitals, shall have the meanings ascribed to them in Section 1.01, and, for purposes of this Agreement and the other Loan Documents, the rules of construction set forth in Section 1.02 shall govern. All Schedules, Exhibits, Annexes, and other attachments hereto, or expressly identified in this Agreement, are incorporated by reference, and taken together with this Agreement, shall constitute a single agreement. These Recitals shall be construed as part of this Agreement.

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

## ARTICLE I

## DEFINITIONS AND ACCOUNTING TERMS

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

"Account" has the meaning given to such term in Article 9 of the UCC or the PPSA, as applicable.

"Account Debtor" has the meaning given to such term in Article 9 of the UCC or the PPSA, as applicable.

"ACH" means automated clearing house transfers.

"Actual ABL Obligations" means as of any date of determination, the actual amounts as of such date that correspond to the line item "Total ABL Obligation" in the Approved Budget for such period.

"Actual Cash Receipts" means with respect to any period, as the context requires, (x) the amount of cash received during such period by the Loan Parties that correspond to each line item (on a line item by line item basis) under the heading "Receipts" in the Approved Budget and/or (y) the sum, for such period, of all such receipts for all such line items which comprise "Total Cash Receipts" (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Disbursement Amount" means with respect to any period, as the context requires, (x) the amount of cash expenditures made by the Loan Parties during such period by the Loan Parties that correspond to each line item (on a line item by line item basis) under the headings "Normal Course Disbursements" and "Restructuring Disbursements" in the Approved Budget and/or (y) the sum, for such period, of all such disbursements for all such

line items which comprise "Total Operating Disbursements" and "Total Restructuring Related Disbursements" (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Liquidity" means as of any date of determination, the sum, for such period, of all such amounts which comprise "Net Liquidity" (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Revolver Balance" means as of any date of determination, the actual amounts as of such date that correspond to the line item "Ending Revolver Balance" in the Approved Budget for such period.

"Adequate Protection Liens" has the meaning assigned to the term "Adequate Protection Liens" in the Interim Order (or the Final Order, when applicable).

"Adequate Protection Superpriority Claims" has the meaning assigned to the term "Adequate Protection Superpriority Claims" in the Interim Order (or the Final Order, when applicable).

"Administrative Agent" means BOA, in its capacity as administrative agent under the Loan Documents, or any successor administrative agent appointed in accordance with Section 9.09.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02 or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"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 any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control, with the Person specified. "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.

"Agent-Related Persons" means the Agents, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Agents" means, collectively, the Administrative Agent and the Collateral Agent.

"Agent's Advisors" means each of B. Riley Securities, Inc., and any other financial advisor, auditor, attorney, accountant, appraiser, auditor, business valuation expert, environmental engineer or consultant, turnaround consultant, and other consultants, professionals and experts retained by the Agents or the FILO Agent (it being understood that the Administrative Agent and FILO Agent will use good faith efforts to notify the Borrower of any new retentions after the Closing Date).

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" means this Senior Secured, Super-Priority Debtor-in-Possession ABL Credit Agreement, as may be amended, amended and restated, restated, supplemented, or modified from time to time.

"Applicable Lending Office" means for any Lender, such Lender's office, branch or affiliate designated for Term SOFR Loans, Base Rate Loans, L/C Advances, or Letters of Credit, as applicable, as notified to the Administrative Agent and the Borrower or as otherwise specified in the Assignment and Assumption pursuant to

which such Lender became a party hereto, any of which offices may, subject to Section 3.01(e) and Section 3.02, be changed by such Lender upon ten days' prior written notice to the Administrative Agent and the Borrower.

"Applicable Percentage" means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender's Revolving Credit Commitment at such time. If the commitment of each Lender to make Loans and the obligation of the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments.

"Applicable Rate" means 3.25% per annum.

"Applicable Unused Commitment Fee Rate" means 0.375% per annum.

"Appropriate Lender" means, at any time, (a) with respect to Loans of any Class, the Lenders of such Class and (b) with respect to any Letters of Credit, (i) the relevant L/C Issuer and (ii) the Revolving Credit Lenders.

"Approved Budget" the budget prepared by the Borrower in the form of Annex A and initially furnished to the Administrative Agent on the Closing Date and which is approved by, and in form and substance reasonably satisfactory to, the Administrative Agent, the FILO Agent and the Required Lenders in their sole discretion, as the same may be updated, modified or supplemented from time to time as provided in Section 6.22.

"Approved Budget Variance Report" a weekly report provided by the Borrower to the Administrative Agent and the FILO Agent and (i) showing, in each case, by line item, the Actual ABL Obligations, Actual Cash Receipts, the Actual Disbursement Amount, Actual Liquidity and Actual Revolver Balance for the last day of the Prior Week, the Cumulative Four Week Period, if applicable, and the Cumulative Period, noting therein all variances, on a line item by line item basis and a cumulative basis, from the Budgeted ABL Obligations, Budgeted Cash Receipts, the Budgeted Disbursement Amount, Budgeted Liquidity and Budgeted Revolver Balance for such period set forth in the Approved Budget as in effect for such period, and (ii) shall include explanations for all material variances, which report shall be certified by a Responsible Officer of the Borrower. The Approved Budget Variance Report shall be in a form, and shall contain supporting information, satisfactory to the Administrative Agent and the FILO Agent in their sole discretion.

"Approved Deposit Account" means each Deposit Account in respect of which a Loan Party shall have entered into a Deposit Account Control Agreement.

"Approved Foreign Bank" has the meaning specified in the definition of "Cash Equivalents."

"Approved Fund" means any Person (other than a natural person) that is engaged or advises funds or other investment vehicles that are engaged in making, purchasing, holding or investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course of business and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

"Approved Securities Account" means each Securities Account in respect of which the Borrower or any Guarantor shall have entered into a Securities Account Control Agreement.

"Approved Securities Intermediary" means a securities intermediary at which the Borrower or a Guarantor maintains an Approved Securities Account.

"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit D or such other form as shall be reasonably acceptable to the Borrower and the Administrative Agent (or, with respect to any assignment of any FILO Term Loan, the FILO Agent).

"Attorney Costs" means and includes all reasonable and documented or invoiced out-of-pocket fees, expenses and disbursements of any specified law firm or other specified external legal counsel.

"Attributable Indebtedness" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Automatic Stay" means the automatic stay provided under Section 362 of the Bankruptcy Code.

"Availability Block" means $10,000,000.

"Availability Reserves" means, without duplication of any other reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as the Administrative Agent from time to time determines in its Permitted Discretion, including those reserves being appropriate (a) to reflect the impediments to the Agents' ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Collateral or (c) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Revolving Borrowing Base, the Collateral or the validity or enforceability of the Lien on the Collateral, this Agreement, the other Loan Documents, the Pre-Petition Loan Documents or any material remedies of the Secured Parties hereunder or thereunder. Availability Reserves may include reserves based on (without limitation): (i) customs duties, and other costs to release inventory that is being imported into the United States; (ii) outstanding Taxes and other governmental charges, including, *ad valorem*, real estate, personal property, sales and other Taxes for which a Lien exists or may arise having a priority over, or which is *pari passu* with, the interests of the Collateral Agent in the Current Asset Collateral; (iii) salaries, wages and benefits due to employees of the Borrower or any Guarantor for which a Lien exists or may arise having a priority over, or which is *pari passu* with, the interests of the Collateral Agent in the Current Asset Collateral; (iv) Customer Credit Liabilities; (v) warehousemen's or bailee's Liens and other similar Liens permitted under Section 7.01 which may have priority over the interests of the Collateral Agent in the Current Asset Collateral; (vi) reserves in respect of Cash Management Obligations; (vii) Bank Product Reserves; (viii) reserves in respect of freight and duty costs and expenses; (ix) reserves in respect of credit card processing fees owed to American Express Company, MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International, or any other Credit Card Processor or provider; (x) the Carve-Out (which may be maintained at any time in an amount equal to the greater of the projected amounts set forth in the Approved Budget at such time and the amounts reported in the latest Borrowing Base Certificate at such time); (xi) Lease Reserves and (xii) additional reserves in the Administrative Agent's Permitted Discretion.

"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, rule, regulation 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).

"Bank Product Reserve" means a reserve equal to the aggregate amount of Revolving Obligations in respect of any Noticed Hedge, up to the Swap Termination Value thereunder, as specified by the applicable Hedge Bank and the Borrower in writing to Administrative Agent, which amount may be increased with respect to any existing Secured Hedge Agreement at any time by further written notice from such Hedge Bank to the Administrative Agent and the Borrower.

"Bankruptcy Code" means Title 11 of the United State Code, as amended, or any similar federal or state law for the relief of debtors.

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

"Base Rate" means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of:

(a) the Prime Rate;

(b) ½ of 1% per annum above the Federal Funds Rate; and

(c) Term SOFR for an Interest Period of one (1) month plus 1%;

provided, however, that if the Base Rate shall be less than zero, such rate shall be deemed zero for the purposes of this Agreement.

"Base Rate Loan" means a Loan that bears interest at a rate based on the Base Rate.

"Basel III" means, collectively, those certain agreements on capital requirements, leverage ratios and liquidity standards contained in "Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems," "Basel III: International Framework for Liquidity Risk Measurement, Standards and Monitoring," and "Guidance for National Authorities Operating the Countercyclical Capital Buffer," each as published by the Basel Committee on Banking Supervision in December 2010 (as revised from time to time).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership 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 ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"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.

"Blueprint" means Blueprint Registry, LLC, a Florida limited liability company.

"BOA" has the meaning specified in the introductory paragraph to this Agreement.

"Board of Directors" means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee or Person thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers or board of directors of such Person, (c) in the case of any partnership, the board of directors or board of managers of a general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

"Borrower" has the meaning specified in the introductory paragraph to this Agreement.

"Borrowing" means (a) [reserved], (b) the incurrence of one Class and Type of Revolving Credit Loan on a given date, and (c) the borrowing consisting of the FILO Term Loan deemed made by the FILO Term Loan Lender as provided in Section 2.01(e).

"Borrowing Base Certificate" means a certificate of the Borrower substantially in the form of Exhibit H (with such changes therein as may be required by the Administrative Agent to reflect the components of and reserves against

the Revolving Borrowing Base and the FILO Borrowing Base as provided for hereunder from time to time, including the FILO Deficiency Reserve, as provided for hereunder from time to time).

"Budgeted ABL Obligations" means as of any date of determination, the budgeted amounts as of such date that correspond to the line item "Total ABL Obligation" in the Approved Budget for such period.

"Budgeted Cash Receipts" with respect to any period, as the context requires, (x) the amount that corresponds to each line item (on a line item by line item basis) under the heading "Receipts" in the Approved Budget and/or (y) the sum, for such period, of all such receipts for all such line items which comprise "Total Cash Receipts" (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined in a manner consistent with the Approved Budget.

"Budgeted Disbursement Amount" means with respect to any period, as the context requires, (x) the amount that corresponds to each line item (on a line item by line item basis) under the headings "Normal Course Disbursements" and "Restructuring Disbursements" in the Approved Budget and/or (y) the sum, for such period, of all such disbursements for all such line items (which comprise "Total Operating Disbursements" and "Total Restructuring Related Disbursements" (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined in a manner consistent with the Approved Budget.

"Budgeted Liquidity" means as of any date of determination, the sum, for such period, of all such amounts which comprise "Net Liquidity", as determined in a manner consistent with the Approved Budget.

"Budgeted Revolver Balance" means as of any date of determination, the budgeted amounts as of such date that correspond to the line item "Ending Revolver Balance" in the Approved Budget for such period.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York City.

"Canadian Collateral" means the Collateral of the Debtors located in Canada.

"Canadian Court" has the meaning given to such term in the Recitals.

"Canadian Debtor" means David's Bridal Canada Inc.

"Canadian DIP Recognition Order" means the Canadian Interim DIP Recognition Order, unless the Canadian Final DIP Recognition Order shall have been issued by the Canadian Court, in which case it means the Canadian Final DIP Recognition Order.

"Canadian Dollar" and "CDN$" means lawful money of Canada.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Canadian Recognition Proceedings, which order shall recognize the Final Order and shall be reasonably satisfactory in form and substance to the Administrative Agent and the Required Lenders, each acting reasonably, and as the same shall be amended, supplemented, or modified from time to time after entry thereof with the consent of the Administrative Agent and the Required Lenders, each acting reasonably.

"Canadian Initial Recognition Order" means an order of the Canadian Court, which order shall, among other things, recognize the Chapter 11 Cases as "foreign main proceedings" under Part IV of the CCAA, grant a stay of proceedings in Canada and commence the Canadian Recognition Proceedings, such order to be in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, each acting reasonably, and as the same may be amended, supplemented or modified from time to time after entry thereof with the consent of the Administrative Agent and the Required Lenders, each acting reasonably.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court in the Canadian Recognition Proceedings, which order shall, among other things, recognize the Interim Order and provide for a super priority charge over the Canadian Collateral in favor of the Collateral Agent's Liens and shall be reasonably satisfactory in form and substance to the Administrative Agent and the Required Lenders, each acting reasonably, and

as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Administrative Agent and the Required Lenders, each acting reasonably. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian Orders" means, as applicable and as the context may require, the Canadian Initial Recognition Order, the Canadian DIP Recognition Order and/or the Canadian Supplemental Order, whichever is then applicable, or collectively.

"Canadian Recognition Proceedings" has the meaning given to such term in the Recitals.

"Canadian Supplemental Order" means an order of the Canadian Court in the Recognition Proceedings, which order shall grant such additional relief as is customary in the proceedings under Part IV of the CCAA and shall be reasonably satisfactory in form and substance to the Administrative Agent and the Required Lenders, each acting reasonably, and as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Administrative Agent and the Required Lenders, each acting reasonably.

"Capital Expenditures" means for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under leases evidencing Capitalized Lease Obligations) by Holdings, the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on a consolidated statement of cash flows of the Borrower.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capitalized Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"Capitalized Leases" means, as applied to any Person, all leases of property that have been or are required to be, in accordance with GAAP, recorded as capitalized leases of such Person.

"Carve Out" has the meaning given to such term in the Interim Order (or Final Order, when applicable).

"Cash Collateral" has the meaning specified in Section 2.03(f).

"Cash Collateralize" has the meaning specified in Section 2.03(f).

"Cash Equivalents" means any of the following types of Investments, to the extent owned by the Borrower or any Restricted Subsidiary:

(a) (i) Dollars and (ii) with respect to any Foreign Subsidiaries, other currencies held by such Foreign Subsidiary in the ordinary course of business;

(b) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality of the foregoing the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;

(c) certificates of deposit, borrower's acceptances, time deposits and eurocurrency time deposits with maturities of two years or less from the date of acquisition, with any United States or non-U.S. commercial bank having capital and surplus of not less than $500,000,000 in the case of U.S. banks and $100,000,000 (or the equivalent amount in a foreign currency as of the date of determination) in the case of non-U.S. banks;

(d) repurchase obligations for underlying securities of the types described in clauses (b), (c) and (g) of this definition entered into with any financial institution meeting the qualifications specified in clause (c) above;

(e) commercial paper or any variable or fixed rate note rated at least "P-2" by Moody's or at least "A-2" by S&P, and in each case maturing within 24 months after the date of creation thereof and Indebtedness or preferred stock issued by Persons with an Investment Grade Rating from Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower), with maturities of 24 months or less from the date of acquisition;

(f) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(g) readily marketable direct obligations issued by any state or commonwealth of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from Moody's or S&P with maturities of 24 months or less from the date of acquisition (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(h) readily marketable direct obligations issued by any foreign government or any political subdivision or public instrumentality thereof, in each case having an Investment Grade Rating from Moody's or S&P with maturities of 24 months or less from the date of acquisition (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(i) Investments with average maturities of 24 months or less from the date of acquisition in money market funds rated within the top three ratings category by S&P or Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(j) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business; provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within 24 months after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business; provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 24 months from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(k) in the case of investments by any Foreign Subsidiary or investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (a) through (j) above of foreign obligors, which investments or obligors (or the parents of such obligors) have ratings, described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments described in clauses (a) through (j) of this paragraph; and

(l) investment funds investing not less than 90% of their assets in securities of the types described in clauses (a) through (k) above.

"Cash Management Agreement" means any (i) Pre-Petition Cash Management Agreement which constituted a "Cash Management Agreement" under the Pre-Petition Credit Agreement, (ii) any other Cash Management Agreement entered into from time to time by the Borrower or any of the Borrower's Restricted Subsidiaries in connection with cash management services for collections, other Cash Management Services and for operating, payroll

and trust accounts of such Person, including automatic clearing house services, controlled disbursement services, electronic funds transfer services, information reporting services, lockbox services, stop payment services and wire transfer services.

"Cash Management Bank" means any Lender, any Agent, or any Affiliate of the foregoing at the time it provides any Cash Management Services or any Person that shall have become a Lender, an Agent or an Affiliate of a Lender or an Agent at any time after it has provided any Cash Management Services.

"Cash Management Obligations" means obligations owed by the Borrower or any Restricted Subsidiary to any Cash Management Bank in respect of Cash Management Services.

"Cash Management Order" the order of the Court entered in the Chapter 11 Cases after the "first day" hearing, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent, which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements (as set forth in the Pre-Petition Credit Agreement) or such other arrangements as shall be acceptable to the Administrative Agent in all material respects.

"Cash Management Services" means (a) commercial credit cards, merchant card services, purchase or debit cards, including non-card e-payables services, (b) treasury management services (including controlled disbursement, overdraft automatic clearing house fund transfer services, return items and interstate depository network services) and (c) any other demand deposit or operating account relationships or other cash management services, including any Cash Management Agreements.

"Cash Receipt" has the meaning specified in Section 6.18.

"Casualty Event" means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) as compensation for, or to replace or repair, such equipment, fixed assets or real property.

"CCAA" has the meaning given to such term in the Recitals.

"CCAA Charges" means the Administration Charge (in a maximum amount of CDN$1.5 million), the Directors' Charge (in a maximum amount of CDN$1.35 million), the DIP Charge and the Intercompany Charge, in each case, as defined in and granted by the Canadian Court pursuant to the Canadian Supplemental Order.

"CCPA" means the California Consumer Privacy Act.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration or interpretation thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) Basel III and all requests, rules, guidelines or directives thereunder or issued in connection therewith, shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control" means the earlier to occur of:

(a) either (i) any Permitted Holder shall on an individual basis be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date) of shares of Voting Stock having more than 60% of the total voting power of all outstanding shares of a Parent Entity, or (ii) any Person, entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person, entity or "group" and their respective Subsidiaries and

any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than a Permitted Holder, shall have acquired a direct or indirect beneficial ownership (as defined in SEC Rules 13(d)-3 and 13(d)-5 under the Exchange Act) percentage of the Equity Interests of Holdings and have power to vote or direct the voting of such Equity Interests that is greater than thirty-five percent (35%) of the total Equity Interests having power to vote or direct the voting of such Equity Interests of Holdings; or

(b) the Borrower ceasing to be a direct Wholly Owned Subsidiary of Holdings; or

(c) Holdings ceasing to be a direct Wholly Owned Subsidiary of Parent; or

(d) the occurrence of a "Change of Control" (or similar event, however denominated), as defined in any Term Loan Agreement or other Material Credit Facility, as applicable;

provided that, at any time when at least a majority of the outstanding Voting Stock of Holdings is directly or indirectly owned by a Parent Entity, all references in clause (a) of this definition to "Holdings" (other than in this proviso) shall be deemed to refer to the ultimate Parent Entity that directly or indirectly owns such Voting Stock.

"Chapter 11 Cases" has the meaning given to such term in the Recitals.

"Chattel Paper" has the meaning given to such term in Article 9 of the UCC or the PPSA, as applicable.

"Class" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans, or the FILO Term Loan, and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Credit Commitment, and when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment of such Class.

"Closing Date" means the date the conditions set forth in Article IV are satisfied (which date, for the avoidance of doubt, was April 18, 2023).

"CME" means CME Group Benchmark Administration Limited.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" means (i) all the "Collateral" (or other similar term with the same meaning) as defined in the Collateral Documents and (ii) all "DIP Collateral" referred to in the Orders, it being understood that "Collateral" shall include all such "DIP Collateral," irrespective of whether any such property was excluded pursuant to the Pre-Petition Loan Documents.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Collateral Agent executed by (a) a bailee or other Person in possession of Collateral, and (b) each landlord of Real Estate leased by any Loan Party, in each case, pursuant to which such Person (i) acknowledges the Collateral Agent's Lien on the Collateral, (ii) releases or subordinates such Person's Liens in the Collateral held by such Person or located on such Real Estate, (iii) as to any landlord, provides the Collateral Agent with access to the Collateral located in or on such Real Estate to sell and dispose of the Collateral from such Real Estate, and (iv) makes such other agreements with the Collateral Agent as the Collateral Agent may reasonably require.

"Collateral Agent" means BOA, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent appointed in accordance with Section 9.09.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Collateral Agent shall have received each Collateral Document required to be delivered on the Closing Date pursuant to Section 4.01(a)(ii) or, after the Closing Date, pursuant to Section 6.10 or

Section 6.12 at such time required by such Collateral Documents or such section to be delivered in each case, duly executed by each Loan Party thereto;

(b) all Obligations shall have been unconditionally guaranteed (the "Guarantees") by (i) Holdings and each Restricted Subsidiary (other than any Excluded Subsidiary) including as of the Closing Date those that are listed on Schedule 1.01C (each, a "Guarantor") and (ii) in the case of the Obligations of Holdings and the Subsidiary Guarantors only, the Borrower; provided, that, the Canadian Debtor's Guarantee of the Obligations upon entry of the Interim Order shall only be in respect of advances actually made or extended to the Borrower pursuant to the Credit Facility, and upon entry of the Final Order, shall be in respect of all of the Obligations;

(c) the Obligations and the Guarantees shall have been secured pursuant to the Security Agreement by a security interest in (i) all the Equity Interests of the Borrower and (ii) all Equity Interests (other than Excluded Equity Interests) held directly by the Borrower or any Guarantor in any Wholly Owned Subsidiary (and, in each case, the Collateral Agent shall have received certificates or other instruments representing all such Equity Interests (if any), together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank, if applicable);

(d) except to the extent otherwise provided hereunder or under any Collateral Document, the Obligations and the Guarantees shall have been secured by a perfected security interest (including by (w) delivering certificated securities or instruments, (x) filing personal property financing statements, (y) making any necessary filings with the United States Patent and Trademark Office or United States Copyright Office and (z) control (in each case, to the extent required by the Loan Documents) in substantially all tangible and intangible assets of Holdings, the Borrower and each other Guarantor (including, without limitation, accounts receivable, inventory, equipment, investment property, Intellectual Property, other general intangibles, owned (but not leased) real property and proceeds of the foregoing), in each case, with the priority required by the Collateral Documents and any such security interests in the Collateral shall be subject to the terms of the Intercreditor Agreement, to the extent applicable;

(e) none of the Collateral shall be subject to any Liens other than Liens permitted by Section 7.01; and

(f) (i) except with respect to intercompany Indebtedness, if any, Indebtedness for borrowed money in a principal amount in excess of $500,000 (individually) is owing to any Loan Party and such Indebtedness is evidenced by a promissory note, the Collateral Agent shall have received such promissory note, together with undated instruments of transfer with respect thereto endorsed in blank and (ii) with respect to intercompany Indebtedness, all Indebtedness of the Borrower and each of its Subsidiaries that is owing to any Loan Party (or Person required to become a Loan Party) shall be evidenced by the Subordinated Intercompany Note, and the Administrative Agent shall have received such Subordinated Intercompany Note duly executed by the Borrower, each such Subsidiary and each such other Loan Party, together with undated instruments of transfer with respect thereto endorsed in blank.

The foregoing definition shall not require the creation or perfection of pledges of, or security interests in, or the obtaining of title insurance or surveys with respect to, particular assets if and for so long as the Administrative Agent and the Borrower agree in writing that the cost of creating or perfecting such pledges or security interests in such assets or obtaining title insurance or surveys in respect of such assets shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom.

The Administrative Agent may grant extensions of time for the provision or perfection of security interests in, or the obtaining of title insurance and surveys with respect to, particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that provision or perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

"Collateral Documents" means, collectively, the Orders, the Canadian DIP Recognition Order, the Security Agreement, the Intellectual Property Security Agreements, the Subordinated Intercompany Note, each of the collateral assignments, each of the Security Agreement Supplements, each of the security agreements, each of the pledge agreements or other similar agreements delivered to the Collateral Agent and the Lenders pursuant to Section 4.01(a)(ii), Section 6.10 or Section 6.12 and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

"Commitment" means, with respect to each Lender (to the extent applicable), such Lender's Revolving Credit Commitment.

"Committed Loan Notice" means a notice of a Revolving Credit Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1 (or such other form as shall be reasonably acceptable to the Borrower and the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent)), appropriately completed and signed by a Responsible Officer of the Borrower.

"Committee" means an official committee of unsecured creditors appointed in any of the Chapter 11 Cases by the U.S. Trustee.

"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.

"Concentration Account" has the meaning specified in Section 6.18.

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

"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.

"Consulting Agreement" means that certain amended and restated consulting agreement, dated April 15, 2023, between the Borrower, the Canadian Debtor, Gordon Brothers Retail Partners, LLC, and Gordon Brothers Canada ULC, as amended and in effect from time to time.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" has the meaning specified in the definition of "Affiliate."

"Court" has the meaning specified in the Recitals.

"Covered Entity" means any of the following:

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

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

(iii) 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 specified in Section 10.23.

"Credit Card Agreements" means all agreements now or hereafter entered into by any Qualified Loan Party for the benefit of a Qualified Loan Party, in each case with any Credit Card Issuer or any Credit Card Processor, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Credit Card Issuer" means any Person (other than the Borrower or a Guarantor) that issues or the members of which issue credit cards, including MasterCard or Visa bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc.

"Credit Card Notification" means, collectively, the notices to Credit Card Issuers or Credit Card Processors, which Credit Card Notifications shall require the ACH or wire transfer no less frequently than each Business Day (and whether or not there are then any outstanding Obligations) to an Approved Deposit Account of all payments due from Credit Card Processors.

"Credit Card Processor" means any servicing or processing agent or any factor or financial intermediary that facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to the Borrower's or any Guarantor's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Card Receivables" means each Payment Intangible arising from sales of goods or rendition of services to customers who have purchased such goods or services using a credit or debit card, together with all (a) present and future rights of the Qualified Loan Parties to payment from any Credit Card Issuer, Credit Card Processor or other third party arising from sales of goods or rendition of services to customers who have purchased such goods or services using a credit or debit card and (b) present and future rights of the Qualified Loan Parties to payment from any Credit Card Issuer, Credit Card Processor or other third party in connection with the sale or transfer of Accounts arising pursuant to the sale of goods or rendition of services to customers that have purchased such goods or services using a credit card or a debit card, including, but not limited to, all amounts at any time due or to become due from any Credit Card Issuer or Credit Card Processor under the Credit Card Agreements or otherwise, in each case above calculated net of prevailing interchange charges.

"Credit Extension" means each of the following: (a) a Borrowing and (b) a L/C Credit Extension.

"Credit Facility" has the meaning specified in the Recitals.

"Credit Parties" mean the Revolving Secured Parties and the FILO Secured Parties.

"Cumulative Four Week Period" the four-week period up to and through the Saturday of the most recent week then ended, or if a four-week period has not then elapsed from the Petition Date, such shorter period since the Petition Date through the Saturday of the most recent week then ended.

"Cumulative Period" the period from the Petition Date through the most recent week ended.

"Current Asset Collateral" means all the "ABL Priority Collateral" as defined in the Intercreditor Agreement.

"Customary Intercreditor Agreement" means to the extent executed in connection with the Incurrence of secured Indebtedness, either (a) the Intercreditor Agreement or (b) a customary intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent and the Borrower, which agreement shall provide, among other things, that the Liens on the Current Asset Collateral securing such Indebtedness shall rank junior in priority to the Liens on the Current Asset Collateral securing the Obligations.

"Customer Credit Liabilities" means, (i) initially, 50% (which may be increased by the Administrative Agent in its Permitted Discretion) of the aggregate remaining balance at such time of (a) outstanding gift certificates and gift cards of the Borrower or any Guarantor entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any inventory and (b) outstanding merchandise credits of the Borrower or any Subsidiary Guarantor, in each case, net of any dormancy reserves maintained by the Borrower or such Subsidiary Guarantor on its books and records in the ordinary course of business consistent with past practices and (ii) amounts on deposit with the Borrower or any Subsidiary Guarantor, including, without limitation, any layaway deposit, which may be claimed by a Person (either in the form of a merchandise credit or in cash) (excluding deposits on account of Inventory that is not Eligible Inventory under either the Revolving Borrowing Base or the FILO Borrowing Base, only so long as Fiserve maintains reserves for the foregoing deposits in an amount acceptable to the Administrative Agent and the FILO Agent in their respective discretion).

"Customs Broker Agreement" means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among a Loan Party, a customs broker, freight forwarder or other carrier, and the Collateral Agent, in which the customs broker, freight forwarder or other carrier acknowledges that it has control over and holds the documents evidencing ownership of, or other shipping documents relating to, the subject Inventory or other property for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent (which notice shall be delivered only upon the occurrence and during the continuance of an Event of Default), to hold and dispose of the subject Inventory and other property solely as directed by the Collateral Agent.

"Debtor Relief Laws" means (i) the Bankruptcy Code, (ii) the CCAA and the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended, and (iii) all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Debtors" has the meaning specified in the Recitals.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate plus (c) 2.0% per annum, to the fullest extent permitted by applicable Laws.

"Default Right" has the meaning assigned to that 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 whose acts or failure to act, whether directly or indirectly, cause it to meet any part of the definition of "Lender Default."

"Deposit Account" means any checking or other demand deposit account maintained by the Loan Parties, including any "deposit accounts" under Article 9 of the UCC. All funds in such Deposit Accounts shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in the Deposit Accounts, subject to this Agreement, the Security Agreement and the Intercreditor Agreement.

"Deposit Account Control Agreement" has the meaning specified in Section 6.18.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory is the subject of any Sanction.

"Disposition" or "Dispose" means the sale, assignment, transfer, license, lease or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including any Sale Leaseback and any sale of Equity Interests), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided that "Disposition" and "Dispose" shall not be deemed to include any issuance by Holdings (or any Parent Entity) of any of its Equity Interests to another Person.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition;

(a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, asset sale or casualty or condemnation event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or casualty or condemnation event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Hedging Obligations under any Secured Hedge Agreement, Cash Management Obligations under Secured Cash Management Agreements or contingent indemnification obligations and other contingent obligations) that are accrued and payable and the termination of the Commitments and all outstanding Letters of Credit (unless Cash Collateralized)),

(b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), in whole or in part,

(c) provides for the scheduled payments of dividends in cash, or

(d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests,

in each case, prior to the date that is ninety-one (91) days after the Maturity Date; provided that, if such Equity Interests are issued pursuant to any plan for the benefit of employees of Holdings (or any Parent Entity thereof), the Borrower or any of its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings (or any Parent Entity thereof), the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Disqualified Lenders" means those Persons that are bona fide competitors of the Borrower and its Subsidiaries and any of their Affiliates (which, for the avoidance of doubt, shall not include any bona fide debt investment funds that are Affiliates), in each case that are identified in writing by the Borrower to the Administrative Agent from time to time.

"Distressed Person" has the meaning specified in the definition of "Lender-Related Distress Event."

"Dividing Person" has the meaning assigned to it 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 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.

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

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

"Eaton Vance" means Eaton Vance Management and Boston Management and Research, together with any of its Affiliates or managed funds.

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

"EEA Member Country" means any 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 delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Accounts" means those Accounts created by each of the Qualified Loan Parties in the ordinary course of its business, that arise out of its sale, lease or rental of goods or rendition of services, that comply in all material respects with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below and such other criteria as the Administrative Agent shall establish after the Closing Date from time to time in its Permitted Discretion. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash and sales tax. Eligible Accounts shall not include the following:

(a) Accounts that either are 60 days or more past due or are unpaid more than 120 days after the original invoice date;

(b) Accounts owed by an Account Debtor (or its Affiliates) with respect to which 50.0% or more of the total amount of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible hereunder;

(c) Accounts with respect to which the Account Debtor is (i) an Affiliate of a Qualified Loan Party or (ii) an employee or agent of a Qualified Loan Party;

(d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold (to the extent it remains unpaid), or any other terms by reason of which the payment by an Account Debtor may be conditional (other than, for the avoidance of doubt, a rental or lease basis);

(e) Accounts that are not payable in Dollars;

(f) Accounts with respect to which the Account Debtor is a Person other than a Governmental Authority unless: (i) the Account Debtor either (A) maintains its chief executive office in the United States, (B) is organized under the laws of the United States, or any state or subdivision thereof or (C) is a natural person with a billing address in the United States; or (ii) (A) the Account is supported by an irrevocable letter of credit satisfactory to the Administrative Agent, in its Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent, or (B) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, satisfactory to the Administrative Agent, in its Permitted Discretion;

(g) Accounts with respect to which the Account Debtor is the government of any foreign country or sovereign state other than the United States, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (i) the Account is supported by an irrevocable letter of credit satisfactory to the Administrative Agent, in its Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent, or (ii) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, satisfactory to the Administrative Agent, in its Permitted Discretion;

(h) Accounts with respect to which the Account Debtor is the federal government of the United States or any department, agency or instrumentality of the United States (exclusive, however, of Accounts with respect to which a Qualified Loan Party has complied, to the reasonable satisfaction of the Administrative Agent, with the Assignment of Claims Act, 31 USC § 3727);

(i) Accounts with respect to which the Account Debtor is a creditor of the Borrower or any other Qualified Loan Party, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent (including with respect to rebates) of such claim, right of setoff, or dispute;

(j) Accounts with respect to an Account Debtor (other than (i) Account Debtors under the Macy's.com Agreement, (ii) Account Debtors under the Men's Wearhouse Agreement or (iii) an Account Debtor approved by the Administrative Agent in writing) whose total obligations owing to the Borrower or any Subsidiary of the Borrower exceed 20.0% of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentages; provided, however that the amount of Eligible Accounts that are excluded because they exceed the foregoing percentages shall be determined by the Administrative Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit;

(k) Accounts with respect to which the Account Debtor is subject to an insolvency proceeding, has gone out of business, or as to which the Borrower has received notice of an imminent insolvency proceeding unless (i) such Account is supported by a letter of credit satisfactory to the Administrative Agent, in its Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent or (ii) such Account Debtor has received debtor-in-possession financing sufficient as determined by the Administrative Agent in its Permitted Discretion to finance its ongoing business activities;

(l) Accounts that are not subject to a valid and perfected first priority Lien in favor of the Collateral Agent pursuant to the relevant Collateral Document (as and to the extent provided therein);

(m) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(n) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the Borrower of the subject contract for goods or services (other than customary maintenance contracts);

(o) any Account that has not been invoiced, has not been billed and has not been recognized as received by the applicable Account Debtor;

(p) any Account with respect to which a partial payment of such Account has been made by the respective Account Debtor; provided that to the extent such Account consists of multiple separate line-items, only the line items that have been partially paid shall be excluded;

(q) Accounts to the extent representing service charges or late fees;

(r) Accounts that are evidenced by Chattel Paper or a promissory note issued by an Account Debtor;

(s) Credit Card Receivables; and

(t) Accounts that the Administrative Agent has determined, in its Permitted Discretion, to exclude from Eligible Accounts, which shall be excluded from the Borrowing Base effective immediately upon notice thereof to the Borrower.

Any Accounts of the Qualified Loan Parties that are not Eligible Accounts shall nevertheless be part of the Collateral as and to the extent provided in the Collateral Documents.

"Eligible Assignee" means (a) a Lender or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Lender assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Lender's rights in and to a material portion of such Lender's portfolio of asset based credit facilities; and (e) any other Person (other than a natural Person) satisfying the requirements of Section 10.07(b) hereof.

"Eligible Credit Card Receivables" means all Credit Card Receivables of the Qualified Loan Parties which satisfy the criteria set forth below:

(a) such Credit Card Receivables arise from the actual and bona fide sale and delivery of goods or rendition of services by such Qualified Loan Party in the ordinary course of the business of such Qualified Loan Party;

(b) such Credit Card Receivables are not past due (beyond any stated applicable grace period, if any, therefor) pursuant to the terms set forth in the Credit Card Agreements with the Credit Card Issuer or Credit Card Processor of the credit card or debit card used in the purchase which give rise to such Credit Card Receivables;

(c) such Credit Card Receivables are not unpaid more than five Business Days after the date of the sale of Inventory giving rise to such Credit Card Receivables;

(d) the Credit Card Issuer or Credit Card Processor obligated in respect of such Credit Card Receivable has not failed to remit any payment in respect of such Credit Card Receivable;

(e) the Credit Card Issuer or Credit Card Processor with respect to such Credit Card Receivables has not asserted a counterclaim, defense or dispute against such Credit Card Receivables (other than customary set-offs to fees and chargebacks consistent with the practices of such Credit Card Issuer or Credit Card Processor with such Person from time to time), but the portion of the Credit Card Receivables owing by such Credit Card Issuer or Credit Card Processor in excess of the amount owing by such Person to such Credit Card Issuer or Credit Card Processor pursuant to such fees and chargebacks shall be deemed Eligible Credit Card Receivables;

(f) the Credit Card Issuer or Credit Card Processor with respect to such Credit Card Receivables has not set off against amounts otherwise payable by such Credit Card Issuer or Credit Card Processor to such Person for the purpose of establishing a reserve or collateral for obligations of such Person to such Credit Card Issuer or Credit Card Processor (other than customary set-offs and chargebacks consistent with the practices of such Credit Card Issuer or Credit Card Processor from time to time) but the portion of the Credit Card Receivables owing by such Credit Card Issuer or Credit Card Processor in excess of the set-off amounts shall be deemed Eligible Credit Card Receivables;

(g) such Credit Card Receivables (i) are owned by a Qualified Loan Party and such Qualified Loan Party has a good title to such Credit Card Receivables, (ii) are subject to a valid and perfected first priority Lien in favor of the Collateral Agent pursuant to the relevant Collateral Document (as and to the extent provided therein), and (iii) are not subject to any other Lien (other than Liens permitted hereunder pursuant to Section 7.01(c), (h), (k) or (z)) (the foregoing clauses (ii) and (iii) not being intended to limit the ability of the Administrative Agent to change, establish or eliminate any Reserves in its Permitted Discretion on account of any such permitted Liens);

(h) the Credit Card Issuer or Credit Card Processor with respect to such Credit Card Receivables is not subject to an insolvency proceeding, has gone out of business, or as to which the Borrower has received notice of an imminent insolvency proceeding;

(i) no event of default has occurred under the Credit Card Agreement of such Qualified Loan Party with the Credit Card Issuer or Credit Card Processor that has issued the credit card or debit card or handles payments under the credit card or debit card used in the sale which gave rise to such Credit Card Receivables which event of default gives such Credit Card Issuer or Credit Card Processor the right to cease or suspend payments to such Qualified Loan Party;

(j) the customer using the credit card or debit card giving rise to such Credit Card Receivable shall not have returned the merchandise purchased giving rise to such Credit Card Receivable;

(k) to the extent required by Section 6.18(b), the Credit Card Receivables are subject to Credit Card Notifications;

(l) the Credit Card Processor is organized and has its principal offices or assets within the United States or is otherwise acceptable to the Administrative Agent in its Permitted Discretion;

(m) such Credit Card Receivables are not evidenced by chattel paper or an instrument of any kind, and have not been reduced to judgment;

(n) the portion of such Credit Card Receivables that does not include a billing for interest, fees or late charges;

(o) in the case of a Credit Card Receivable due from a Credit Card Processor, the Administrative Agent has not notified the Borrower that the Administrative Agent has determined in its Permitted Discretion that such Credit Card Receivable is unlikely to be collected;

(p) such Credit Card Receivables due from major credit card processors that the Administrative Agent has not determined, in its Permitted Discretion, to exclude from Eligible Credit Card Receivables; and

(q) such other criteria as the Administrative Agent shall establish after the Closing Date from time to time in its Permitted Discretion.

Any Credit Card Receivables that are not Eligible Credit Card Receivables shall nevertheless be part of the Collateral as and to the extent provided in the Collateral Documents.

"Eligible In-Transit Inventory" means, as of any date of determination thereof, without duplication of other Eligible Inventory or Eligible Letter of Credit Inventory, Inventory of the Qualified Loan Parties which meets the following criteria:

(a) such Inventory has been shipped from any foreign location to a United States location for receipt by a Qualified Loan Party within fifty (50) days of the date of determination;

(b) the purchase order for such Inventory is in the name of a Qualified Loan Party and title has passed to such Qualified Loan Party;

(c) either (i) such Inventory is subject to a negotiable document of title, in form reasonably satisfactory to the Administrative Agent, which shall, except as otherwise agreed by the Administrative Agent in its Permitted Discretion, have been endorsed to the Administrative Agent or an agent acting on its behalf or (ii) such Inventory is evidenced by a non-negotiable document of title in form reasonably acceptable to the Administrative Agent, or other shipping document reasonably acceptable to the Administrative Agent, which names a Qualified Loan Party as consignee;

(d) (i) each relevant freight carrier, freight forwarder, customs broker, shipping company or other Person in possession of such Inventory and/or the documents relating to such Inventory, in each case, as reasonably requested by Administrative Agent, shall have entered into a Customs Broker Agreement and (ii) as reasonably requested by the Administrative Agent, the documents relating to such Inventory shall be in the possession of the Administrative Agent or an agent (or sub-agent) acting on its behalf;

(e) such Inventory is insured in accordance with the provisions of this Agreement and the other Loan Documents, including marine cargo insurance;

(f) such Inventory is subject, to the reasonable satisfaction of the Administrative Agent, to a valid and perfected first priority Lien in favor of the Collateral Agent pursuant to the relevant Collateral Document (as and to the extent provided therein);

(g) such Inventory is not excluded from the definition of "Eligible Inventory" (except solely pursuant to clauses (e) and (m) thereof);

(h) such Inventory that the Administrative Agent has determined, in its Permitted Discretion, not to exclude from Eligible In-Transit Inventory; and

(i) such other criteria as the Administrative Agent shall establish after the Closing Date from time to time in its Permitted Discretion;

provided that the Administrative Agent may, in its Permitted Discretion, exclude any particular Inventory from the definition of "Eligible In-Transit Inventory" (or take Reserves in respect thereof) (x) in the event the Administrative Agent determines that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or any event has occurred or is reasonably anticipated by the Administrative Agent to arise which may otherwise adversely impact the value of such Inventory or the ability of the Administrative Agent to realize upon such Inventory or (y) in the event that the Borrower has commenced or is likely to commence a full-chain liquidation; provided, further, however, that the exclusion of Inventory based on the discretionary power afforded to the Administrative Agent shall become effective immediately upon notice to the Borrower. Eligible In-Transit Inventory shall not include Inventory accounted for as "in transit" by the applicable Qualified Loan Party by virtue of such Inventory's being in transit between the Loan Parties' locations or in storage trailers at Loan Parties' locations; rather, such Inventory shall be treated as "Eligible Inventory" if it satisfies the conditions therefor.

Any inventory that is not Eligible In-Transit Inventory shall nevertheless be part of the Collateral.

"Eligible Inventory" means, as of the date of determination thereof, without duplication, all Inventory of the Qualified Loan Parties, except for any Inventory:

(a) that is damaged or unfit for sale;

(b) that is not of a type held for sale by any of the Qualified Loan Parties in the ordinary course of business as is being conducted by each such party;

(c) that is not subject to a valid and perfected first priority Lien in favor of the Collateral Agent, as applicable, pursuant to a Collateral Document (as and to the extent provided therein);

(d) that is not owned by any of the Qualified Loan Parties;

(e) Inventory that (i) is not located at a premises that is owned or leased by a Qualified Loan Party in the United States of America (excluding territories or possessions of the United States); provided that any Inventory that is located or stored at a distribution center, warehouse, any leased location in a Landlord Lien State or any other location at which more than $3,000,000 of Inventory is located, in each case that is leased by a Qualified Loan Party in the United States of America (excluding territories or possessions of the United States), shall not be Eligible Inventory unless (x) Rent Reserves reasonably satisfactory to the Administrative Agent in its Permitted Discretion have been established with respect thereto or (y) a Collateral Access Agreement has been delivered to the Administrative Agent, or (ii) is stored by a Qualified Loan Party with a bailee, processor, warehouseman or a similar Person in the United States of America (excluding territories or possessions of the United States), unless (x) Availability Reserves reasonably satisfactory to the Administrative Agent in its Permitted Discretion have been established with respect thereto or (y) a Collateral Access Agreement has been delivered to the Administrative Agent; provided, however, that, unless an Event of Default has occurred, Collateral Access Agreements under subclause (i) (other than such agreements with respect to locations in Landlord Lien States) shall not be required to be delivered under this clause (e) prior to the date that is ninety (90) days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion);

(f) that is placed on consignment;

(g) that consists of display items, samples or packing or shipping materials, packaging, manufacturing supplies or replacement or spare parts not considered for sale in the ordinary course of business;

(h) that consists of goods which have been returned by the buyer, other than goods that are undamaged or that are resaleable in the normal course of business;

(i) that does not comply in all material respects with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents;

(j) that consists of Materials of Environmental Concern that can be transported or sold only with licenses that are not readily available;

(k) that is covered by negotiable document of title, unless such document has been delivered to the Administrative Agent;

(l) that is bill and hold Inventory;

(m) that is located outside the United States of America (it being understood that, for purposes of this clause (m), "United States of America" includes Puerto Rico and all other territories and possessions of the United States);

(n) that is excess, obsolete, unsalable, seconds, damaged or unfit for sale;

(o) that is In-Transit Inventory;

(p) that is subject to a deposit provided by a customer, including, but not limited to, any Inventory that is subject to a layaway transaction;

(q) that the Administrative Agent has determined, in its Permitted Discretion, to exclude from Eligible Inventory; and

(r) such other criteria as the Administrative Agent shall establish after the Closing Date from time to time in its Permitted Discretion.

Any Inventory of the Qualified Loan Parties that is not Eligible Inventory shall nevertheless be part of the Collateral as and to the extent provided in the Collateral Documents.

"Eligible Letter of Credit Inventory" means Letter of Credit Inventory owned by a Qualified Loan Party and which (a) is fully insured, (b) is subject a valid and perfected first priority Lien in favor of the Collateral Agent pursuant to the relevant Collateral Document (as and to the extent provided therein), (c) is subject to a Letter of Credit with an expiry date that is not more than 30 days from the date of the most recently delivered Borrowing Base Certificate, (d) is Inventory that, when received by such Qualified Loan Party in the United States, will satisfy all of the requirements of Eligible Inventory hereunder and (e) satisfies such other criteria as the Administrative Agent shall establish after the Closing Date from time to time in its Permitted Discretion. For the avoidance of doubt, Eligible Letter of Credit Inventory is without duplication of Eligible In-Transit Inventory.

"Environmental Laws" means any and all Laws relating to pollution or the protection of human health (as relating to exposure to Hazardous Materials) and the environment or natural resources.

"Equity Interests" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is under common control with any Loan Party and is treated as a single employer within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) the failure of any Loan Party or any ERISA Affiliate to make by its due date a required installment under Section 430(j) of the Code with respect to any Pension Plan; (d) a failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, or 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, in each case with respect to a Pension Plan, whether or not waived, or a failure to make any required contribution to a Multiemployer Plan; (e) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of Withdrawal Liability or notification that a Multiemployer Plan is insolvent or is in reorganization within the meaning of Title IV of ERISA or that is in endangered or critical status, within the meaning of Section 305 of ERISA; (f) any event or condition which constitutes grounds for a termination under Section 4041A of ERISA, the filing of a notice of intent to terminate or the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (g) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (h) the imposition of any liability under Title IV of ERISA upon any Loan Party or any ERISA Affiliate, but excluding PBGC premiums due but not delinquent under Section 4007 of ERISA or the imposition of a lien under Section 412 or 430(k) of the Code or Section 303 or 4068 of

ERISA on any property (or rights to property, whether real or personal) of a Loan Party or any ERISA Affiliate; (i) a determination that any Pension Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 303(i)(4)(A) of ERISA or Section 430(i)(4)(A) of the Code); (j) the occurrence of a non-exempt prohibited transaction with respect to any Pension Plan maintained or contributed to by any Loan Party (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to any Loan Party; or (k) the engagement in a transaction by a Loan Party or an ERISA Affiliate that could be subject to Section 4069 or 4212(c) 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 specified in Section 8.01.

"Excess Availability" means, at any time, the result of (a) the Maximum Credit at such time, minus (b) the sum of (i) the aggregate Total Revolving Outstandings and (ii) the Outstanding Amount of all Prior Revolving Credit Loans and Prior L/C Obligations at such time.

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

"Excluded Accounts" means (a) any deposit account the funds in which are used solely for the payment of salaries and wages, workers' compensation and similar expenses (including payroll taxes) in the ordinary course of business, (b) any deposit account that is a zero-balance disbursement account, (c) any account of the Canadian Debtor, and (d) any deposit account the funds in which consist solely of (i) funds held by the Borrower or any Subsidiary in trust for any director, officer or employee of the Borrower or any Subsidiary or any employee benefit plan maintained by the Borrower or any Subsidiary or (ii) funds representing deferred compensation for the directors and employees of the Borrower and the Subsidiaries.

"Excluded Equity Interests" means:

(a) any Equity Interests with respect to which the Administrative Agent and the Borrower agree, in writing (each acting reasonably), that the cost of pledging such Equity Interests shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom,

(b) any Equity Interests to the extent, and for so long as, the pledge thereof would be prohibited by any applicable Law (including any legally effective requirement to obtain the consent of any Governmental Authority unless such consent has been obtained); provided that, the proceeds, distributions and other economic interest in such Excluded Equity Interest shall still constitute Collateral,

(c) any "margin stock" and Equity Interests of any Person (other than any Wholly Owned Restricted Subsidiary) to the extent, and for so long as, the pledge of such Equity Interests would be prohibited by the terms of any Contractual Obligation, Organization Document, joint venture agreement or shareholders' agreement applicable to such Person and existing on the Closing Date; provided that the proceeds, distributions and other economic interest in such Excluded Equity Interest shall still constitute Collateral,

(d) [reserved], and

(e) any Equity Interests of any Subsidiary to the extent that the pledge of such Equity Interests would result in material adverse tax consequences to Holdings, the Borrower or any Subsidiary as reasonably determined by the Borrower in consultation with the Administrative Agent, and confirmed in writing by notice to the Collateral Agent.

"Excluded Subsidiary" means each of the Subsidiaries of the Borrower set forth on Schedule 1.01B; provided, that, notwithstanding the foregoing, any Subsidiary that Guarantees the payment of the Senior Superpriority Term

Loan Obligations, Superpriority Term Loan Obligations, Term Loan Obligations or Takeback Loan Obligations (or any Permitted Refinancing Indebtedness in respect of any of the foregoing) shall not be an Excluded Subsidiary.

"Excluded Swap Obligation" shall mean, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor pursuant to the Guarantee of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee pursuant to the 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) (i) by virtue of such Guarantor's failure to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to Section 10.22 and any other applicable keepwell, support, or other agreement for the benefit of such Guarantor and any and all applicable guarantees of such Guarantor's Swap Obligations by other Loan Parties), at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (ii) in the case of a Swap Obligation that is subject to a clearing requirement pursuant to section 2(h) of the Commodity Exchange Act, because such Guarantor is a "financial entity," as defined in section 2(h)(7)(C) of the Commodity Exchange Act, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an "Excluded Swap Obligation" of such Guarantor as specified in any agreement between the relevant Loan Parties and Hedge Bank applicable to such Swap Obligations. 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 the Swap for which such guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to any Agent or Lender or required to be withheld or deducted from a payment to any Agent or Lender, (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 Agent or Lender 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 (other than, in the case of subclause (b)(i), a Lender acquiring pursuant to an assignment requested by Borrower under Section 3.07), 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 applicable Commitment or, if such Lender did not fund the applicable Loan pursuant to a prior commitment, on the date such Lender acquires its interest in such Loan or (ii) such Lender changes its Applicable Lending Office, except in each case to the extent that, pursuant to Section 3.01, 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 Applicable Lending Office, (c) Taxes attributable to such Agent's or Lender's failure to comply with Section 3.01(f) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Letters of Credit" means the letters of credit described in Schedule 1.01D,

"Fair Market Value" means with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as determined in good faith by the Borrower.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations with respect thereto or official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) and any intergovernmental agreements (or related legislation or official administrative rules or practices) implementing the foregoing.

"FCPA" means the Foreign Corrupt Practices Act of 1977.

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letter" means that certain letter agreement relating to certain fees dated as of April 18, 2023, between the Borrower and BOA.

"Field Examination" has the meaning specified in Section 6.19(d).

"FILO Agent" means 1903P LOAN AGENT, LLC.

"FILO Agent's Office" means the FILO Agent's address and, as appropriate, account as set forth on Schedule 10.02 or such other address or account as the FILO Agent may from time to time notify the Administrative Agent, the Borrower and the Lenders.

"FILO Applicable Rate" means 13.50% per annum.

"FILO Borrowing Base" means, the sum of:

(i) the NOLV of Eligible Inventory, multiplied by 12.5%; provided that, notwithstanding the foregoing, if Excess Availability is less than or equal to 20% of the sum of the Revolving Borrowing Base and the FILO Borrowing Base at the time the Revolving Borrowing Base and the FILO Borrowing Base are calculated in the Borrowing Base Certificate delivered pursuant to Section 6.19, such percentage shall automatically and without further notice be reduced to 10.0%); plus

(ii) the NOLV of Eligible In-Transit Inventory, multiplied by 12.5%; provided that, notwithstanding the foregoing, if Excess Availability is less than or equal to 20% of the sum of the Revolving Borrowing Base and the FILO Borrowing Base at the time the Revolving Borrowing Base and the FILO Borrowing Base are calculated in the Borrowing Base Certificate delivered pursuant to Section 6.19, the then applicable percentage shall be permanently reduced to 10.0%); minus

(iii) without duplication of Reserves maintained against the Revolving Borrowing Base, the then amount of all Reserves implemented by the FILO Agent in accordance with the definition of Reserves.

The FILO Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent and the FILO Agent pursuant to Section 6.19, as adjusted to give effect to any Reserves implemented or modified following such delivery and otherwise in accordance with the definition of Reserves.

"FILO Default Rate" means an interest rate equal to (a) Term SOFR plus (b) the FILO Applicable Rate plus (c) 2.0% per annum, to the fullest extent permitted by applicable Laws.

"FILO Deficiency Reserve" means at any time, the amount, if any, by which the then outstanding principal amount of the FILO Term Loan exceeds the FILO Borrowing Base.

"FILO Deficiency Reserve Correction Notice" has the meaning specified in the definition of "Reserves".

"FILO Maturity Date" means with respect to the FILO Term Loan, the Maturity Date.

"FILO Note" means the promissory note evidencing the FILO Term Loan, substantially in the form of Exhibit N or such other form approved in advance by the FILO Agent.

"FILO Obligations" means (i) the FILO Term Loan, and (ii) all Obligations relating to the Indebtedness described in preceding clause (i), including, without limitation, any amounts provided for under the FILO Prepetition Fee Letter. For the avoidance of doubt, FILO Obligations shall include all interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding, obligations and liabilities of any of the Loan Parties to any of the Lenders, the Administrative Agent, the FILO Agent, or any indemnified party, individually or collectively, existing on the Closing 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 or other instruments at any time evidencing any thereof.

"FILO Prepetition Fee Letter" means that certain letter agreement dated as of November 21, 2022 by and between the Borrower and the FILO Agent.

"FILO Secured Parties" means, collectively, (a) the FILO Agent, (b) the FILO Term Loan Lender and (c) each other holder of any FILO Obligations.

"FILO Term Loan" has the meaning set forth in Section 2.01(e).

"FILO Term Loan Lender" means a Lender that makes the FILO Term Loan hereunder.

"Final Order" means, collectively, the order of the Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Court, which order shall be satisfactory in form and substance to the Administrative Agent, and from which no appeal or motion to reconsider has been timely filed, or if timely filed, such appeal or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed (unless Administrative Agent waives such requirement), together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guaranty) Indebtedness, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and provides for the super-priority of the Administrative Agent's and the Lenders' claims.

"Financial Advisor" means a financial advisor reasonably acceptable to the Administrative Agent. For the avoidance of doubt, Berkely Research Group, LLC shall be a reasonably acceptable Financial Advisor.

"Fiserv" means Fiserv, Inc., a Wisconsin corporation.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (c) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (d) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

"Floor" means with respect to the FILO Term Loan, one percent (1.00%).

"Foreign Subsidiary" means any direct or indirect Subsidiary of the Borrower that is not a Domestic Subsidiary.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fronting Fee" has the meaning specified in Section 2.03(h).

"FSHCO" means any direct or indirect Domestic Subsidiary that has no material assets other than Equity Interests of one or more direct or indirect Foreign Subsidiaries that are CFCs.

"Full Payment" means with respect to any Obligations (other than contingent indemnification obligations for which a claim has not been asserted), (a) the full and complete cash payment thereof, including any interest, fees and other charges accruing during the Chapter 11 Cases (whether or not allowed in the proceeding); and (b) if such Obligations are L/C Obligations, such Obligations are cash collateralized (or a standby letter of credit acceptable to the Administrative Agent in its reasonable discretion is delivered in the amount of required cash collateral). No Loans shall be deemed to have been paid in full until all Commitments related to such Loans have expired or been terminated.

"Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time; provided that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (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 herein to the contrary, it is understood and agreed that all obligations of any Person that are or would be characterized as operating lease obligations in accordance with GAAP on January 1, 2017 (whether or not such operating lease obligations were in effect on such date) shall continue to be accounted for as operating lease obligations (and not as Capitalized Lease Obligations or Capitalized Leases) for purposes of this Agreement regardless of any change in GAAP following such date that would otherwise require such obligations to be recharacterized as Capitalized Lease Obligations or Capitalized Leases.

"GDPR" means the EU General Data Protection Regulation.

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

"Granting Lender" has the meaning specified in Section 10.07(h).

"Guarantee Obligations" means, as to any Person, without duplication, any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (b) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (d) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term "Guarantee Obligations" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Guarantees" has the meaning specified in the definition of "Collateral and Guarantee Requirement."

"Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement."

"Guaranty" means, collectively, (a) the Guarantee, dated as of the date hereof, substantially in the form of Exhibit E and (b) each other guaranty and guaranty supplement delivered pursuant to Section 6.10.

"Hazardous Materials" means all substances or wastes regulated as hazardous or toxic or other term of equivalent regulatory import pursuant to any Environmental Law, including petroleum or petroleum distillates, asbestos or asbestos containing materials and polychlorinated biphenyls.

"Hedge Bank" means any Person that that is a counterparty to a Secured Hedge Agreement with a Loan Party or one of its Restricted Subsidiaries, in its capacity as such, and that either (a) is a Lender, an Agent, or an Affiliate of the foregoing at the time it enters into such a Secured Hedge Agreement, or on the Closing Date is party to a Swap Contract with a Loan Party or any Restricted Subsidiary permitted under Section 7.03(h) on the Closing Date, in its capacity as a party thereto or (b) becomes a Lender, an Agent or an Affiliate of a Lender or an Agent after it has entered into a Swap Contract permitted by Section 7.03(h) with any Loan Party or any Restricted Subsidiary.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under Swap Contracts.

"Holdings" has the meaning specified in the introductory paragraph to this Agreement.

"Honor Date" has the meaning specified in Section 2.03(c)(i).

"Incur" means create, issue, assume, Guarantee, incur or otherwise become directly or indirectly liable for any Indebtedness; provided, however, that any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Restricted Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. Solely for purposes of determining compliance with Section 7.03:

(a) amortization of debt discount or the accretion of principal with respect to a non-interest bearing or other discount security;

(b) the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Equity Interests in the form of additional Equity Interests of the same class and with the same terms; and

(c) the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of prepayment or redemption or making of a mandatory offer to prepay, redeem or purchase such Indebtedness;

will, in each case, not be deemed to be the Incurrence of Indebtedness.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable, liabilities or accrued expenses in the ordinary course of business and (ii) any earnout obligation until such obligation becomes due and payable and if not paid after becoming due and payable);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness of such Person;

(g) all obligations of such Person in respect of Disqualified Equity Interests;

(h) all Guarantee Obligations of such Person in respect of any of the foregoing;

provided that Indebtedness shall not include (i) prepaid or deferred revenue arising in the ordinary course of business, (ii) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warrants or other unperformed obligations of the seller of such asset and (iii) Contingent Obligations incurred (other than with respect to Indebtedness) in the ordinary course of business.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited or expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the Fair Market Value of the property encumbered thereby as determined by such Person in good faith.

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all 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 clause (a) above, all Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Information" has the meaning specified in Section 10.08.

"Information Certificate" has the meaning specified in Section 6.22(e).

"Intellectual Property" has the meaning specified in the Security Agreement.

"Intellectual Property Security Agreement" means, collectively, (a) the Intellectual Property Security Agreements executed by certain Loan Parties pursuant to the Security Agreement, and (b) each other Intellectual Property Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Intellectual Property Security Agreement Supplement" has the meaning specified in the Security Agreement.

"Intercreditor Agreement" means the Third Amended and Restated Intercreditor Agreement, dated as of April 30, 2021, among the Collateral Agent, the FILO Agent and each Term Agent and acknowledged by the Loan Parties

party thereto, as amended by Amendment No. 1 to Third Amended and Restated Intercreditor Agreement, dated as of November 21, 2022.

"Interest Period" means, as to each Term SOFR Loan, the period commencing on the date such Loan is disbursed or continued as a Term SOFR Loan and ending on the date one month thereafter (in each case, subject to availability); provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date.

"Interim Order" means, collectively, the order of the Court entered in the Chapter 11 Cases after an interim hearing (assuming satisfaction of the standard prescribed in Section 324 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Administrative Agent and the FILO Agent, which, among other matters but not by way of limitation, authorizes, on an interim basis, the Borrower and Guarantors to execute and perform under the terms of this Agreement and the other Loan Documents.

"In-Transit Inventory" means Inventory located outside of the United States or in transit within or outside of the United States to a Qualified Loan Party from vendors and suppliers that has not yet been received into a distribution center or store of such Person.

"Inventory" or "inventory" has the meaning given to that term in the UCC or the PPSA, as applicable, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"Inventory Reserves" means (a) such reserves as may be established from time to time by the Administrative Agent, in its Permitted Discretion, with respect to changes in the determination of the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory, (b) Shrink Reserves, and (c) to the extent not reflected in the NOLV, reserves in respect of the landed costs associated with inventory.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or Indebtedness or other securities of another Person, (b) a loan, advance or capital contribution (excluding accounts receivable, trade credit, advances to customers, commission, travel and similar advances to officers and employees, in each case made in the ordinary course of business) to, Guarantee Obligation with respect to any obligation of, or purchase or other acquisition of any other Indebtedness or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (i) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (ii) any Investment in the form of a Guarantee shall be equal to the stated or

determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by the Borrower's chief financial officer, treasurer, or similar officer, (iii) any Investment in the form of a transfer of Equity Interests or other non-cash property or services by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the Fair Market Value of such Equity Interests or other property or services as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (iv) any Investment (other than any Investment referred to in clause (i), (ii) or (iii) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment. For purposes of Section 7.02, if an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with GAAP; provided that pending the final determination of the amounts to be so allocated in accordance with GAAP, such allocation shall be as reasonably determined by the Borrower's chief financial officer, treasurer or similar officer.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by Fitch, Inc.

"Joint Venture Agreements" means collectively, (a) the Joint Venture and Shareholders Agreement, dated May, 2001, by and among DBI, Elemax Limited (a Hong Kong company), Soundstone Limited (a British Virgin Islands company), Wingreat Limited (a Hong Kong company) and Mordechai (Moty) Kafry, (b) the Joint Venture and Shareholders Agreement, dated August, 1995, by and among David's Bridal Corporation (a Pennsylvania company), Addwood Limited (a Hong Kong company), Fillberg Limited (a Hong Kong company) and Mordechai (Moty) Kafry, (c) the Joint Venture and Shareholders Agreement, dated July 1, 1998, by and among DBI, Pretty Fashions Inc. (a Taiwanese company), Elemax Limited (a Hong Kong company), Multihulls Trading Limited (a Hong Kong company) and Maxtel Limited (a Hong Kong company) and (d) the Joint Venture and Shareholders Agreement, dated January 1, 2010, by and among DBI, The Bridge Holding Limited (a Hong Kong company), Soundstone Limited (a British Virgin Island company), Executive Management Limited (a Hong Kong company) and Mordechai (Moty) Kafry, in each case as amended, supplemented, waived or otherwise modified from time to time.

"Joint Ventures" means (a) Executive Management Limited, a limited company incorporated in Hong Kong, (b) Fillberg, Ltd., a limited company incorporated in Hong Kong, (c) Wingreat Limited, a limited company incorporated in Hong Kong and (d) Maxtel Limited, a limited company incorporated in Hong Kong.

"Landlord Lien State" means any state in which a landlord's claim for rent has priority by operation of any Laws over the Lien of the Administrative Agent in any of the Collateral, including, without limitation, the states of Pennsylvania, Virginia and Washington.

"Laws" means, collectively, all international, foreign, federal, state, provincial and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"L/C Advance" means, with respect to each Revolving Credit Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Pro Rata Share.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the applicable Honor Date or refinanced as a Revolving Credit Borrowing.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"L/C Issuer" means (a) BOA or any of its Subsidiaries or Affiliates and (b) any other Lender (or any of its Subsidiaries or Affiliates) that becomes an L/C Issuer in accordance with Section 2.03(j); in the case of each of clause (a) or (b) above, in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder. In the event that there is more than one L/C Issuer at any time, references herein and in the other Loan Documents to the L/C Issuer shall be deemed to refer to the L/C Issuer in respect of the applicable Letter of Credit or to all L/C Issuers, as the context requires.

"L/C Obligation" means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts in respect of Letters of Credit, including all L/C Borrowings.

"Lease Rejection Date" means the last day of the 120-day lease rejection/assumption period, as such period may be extended or shortened by the Court.

"Lease Reserve" means a reserve, in an amount established by the Administrative Agent in its reasonable credit judgment, in respect of (i) Inventory held at any leased Store locations intended to be closed with respect to which the lease therefor is or is intended to be terminated by the applicable Loan Party, (ii) Inventory at leased Store locations with respect to which the lease has not been assumed commencing on the Lease Reserve Commencement Date, or with respect to any specific location, the date that is fourteen (14) weeks prior to the expiration of such period of time as shall have been consented to for rejection/assumption of such lease by the landlord for such location and approved by the Court or (iii) Inventory held at leased or rental retail locations with respect to which there has been filed a motion to compel the assumption or rejection of the applicable lease, in each case in an amount determined by the Administrative Agent in its sole discretion.

"Lease Reserve Commencement Date" means the date that is fourteen (14) weeks prior to the Lease Rejection Date.

"Lender" has the meaning specified in the introductory paragraph to this Agreement and, as the context requires, includes an L/C Issuer, and the Administrative Agent with respect to Protective Advances, in each case, and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a "Lender."

"Lender Default" means (a) the refusal (in writing) or failure of any Lender to make available its portion of any Incurrence of Loans or participation in Letters of Credit, which refusal or failure is not cured within one Business Day after the date of such refusal or failure; (b) the failure of any Lender to pay over to the Administrative Agent, any L/C Issuer or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due; (c) a Lender has notified the Borrower or the Administrative Agent that it does not intend or expect to comply with any of its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder; (d) the failure by a Lender to confirm in a manner reasonably satisfactory to the Administrative Agent that it will comply with its funding obligations hereunder; (e) a Distressed Person has admitted in writing that it is insolvent or such Distressed Person becomes subject to a Lender-Related Distress Event or (f) a Lender has, or has a direct or indirect parent company that has become the subject of a Bail-in Action.

"Lender-Related Distress Event" means, with respect to any Lender, that such Lender or any person that directly or indirectly controls such Lender (each, a "Distressed Person"), as the case may be, is or becomes subject to a voluntary or involuntary case with respect to such Distressed Person under any Debtor Relief Law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person or any person that directly or indirectly controls such Distressed Person is subject to a forced liquidation, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any governmental authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt or become the subject of a Bail-In Action; provided that a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any Lender or any person that directly or indirectly controls such Lender by a governmental authority or an instrumentality thereof; provided, further, that such ownership interest does not result in or provide such person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such person (or such governmental authority or

instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such person or its parent entity.

"Letter of Credit" means any letter of credit issued hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit set forth in the form of Exhibit A-2 hereto.

"Letter of Credit Expiration Date" means with respect to any Letter of Credit the expiration date thereof, subject to the limitations set forth in Section 2.03(a)(ii).

"Letter of Credit Final Issuance Date" means the day that is three (3) Business Days prior to the scheduled Maturity Date then in effect for the Revolving Credit Commitment (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Inventory" means Inventory the purchase of which is financed with Letters of Credit issued hereunder, which Inventory (a) does not constitute Eligible Inventory or Eligible In-Transit Inventory and for which no document of title has been issued and (b) would otherwise constitute Eligible Inventory (other than pursuant to clauses (e) and (m) of the definition of Eligible Inventory).

"Letter of Credit Sublimit" means an amount equal to the lesser of (a) $20,000,000 and (b) the aggregate amount of the Revolving Credit Commitments. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, deemed trust, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing); provided that in no event shall an operating lease be deemed to be a Lien.

"Loan" means (i) an extension of credit by a Lender to the Borrower under Article II in the form of a Revolving Credit Loan or Protective Advance and (ii) the FILO Term Loan, as context may require.

"Loan Documents" means, collectively, (a) this Agreement, (b) the Notes, (c) the Collateral Documents, (d) the Guaranty, (e) the Intercreditor Agreement, (f) any Customary Intercreditor Agreement entered into after the Closing Date to which the Collateral Agent and/or Administrative Agent is a party, (g) the Fee Letter, (h) each Letter of Credit, (i) the FILO Prepetition Fee Letter, (j) each Approved Budget Variance Report and (k) and any other document related to this Agreement designated in writing by the Borrower and the Administrative Agent as a "Loan Document."

"Loan Parties" means, collectively, (a) the Borrower, (b) Holdings and (c) each other Guarantor.

"Master Agreement" has the meaning specified in the definition of "Swap Contract."

"Material Adverse Effect" means a circumstance or condition that would materially and adversely affect (a) the business, results of operations, property or financial condition of Holdings, the Borrower and its Restricted Subsidiaries, taken as a whole (other than by virtue of the commencement of the Chapter 11 Cases and the events and circumstances giving rise thereto, and the commencement of the Canadian Recognition Proceedings), (b) the ability of the Borrower and the other Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents to which such Loan Party is a party or (c) the rights and remedies of the Agents and the Lenders under the Loan Documents; provided, that, Material Adverse Effect shall expressly exclude the effect of the filing of the Chapter 11 Cases, the events and conditions resulting from or leading up thereto, the commencement of the Canadian Recognition Proceedings and any action required to be taken under the Loan Documents, the Orders or the Canadian Orders.

"Material Credit Facility" means each Term Loan Agreement and any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the Closing Date by any Loan Party or Subsidiary thereof, or in respect of which any Loan Party or any Subsidiary thereof is an obligor or otherwise provides a guarantee or other credit support, in a principal amount outstanding or available for borrowing equal to or greater than $25,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency).

"Materials of Environmental Concern" means any pollutants, contaminants, hazardous or toxic substances or materials or wastes defined, listed, or regulated as such in or under, or which may give rise to liability under, any applicable Environmental Law, including gasoline, petroleum (including crude oil or any fraction thereof), petroleum products or by-products, asbestos and polychlorinated biphenyls.

"Maturity Date" means the earlier of (a) August 31, 2023, (b) the date of termination of all of the Commitments pursuant to Section 2.05, (c) the date on which the Obligations become due and payable pursuant to this Agreement, whether by acceleration or otherwise, (d) the effective date of a Plan of Reorganization for the Debtors, (e) the date of a sale of all or substantially all of the Debtors' assets (including, without limitation, under Section 363 and/or 365 of the Bankruptcy Code), (f) the first business day on which the Interim Order expires by its terms or is terminated, unless the Final Order has been entered and become effective prior thereto, (g) the date the Final Order is vacated, terminated, rescinded, revoked, declared null and void or otherwise ceases to be in full force and effect, (h) the date of a conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or any Loan Party shall file a motion or other pleading seeking the conversion of the Chapter 11 Cases to Chapter 7 of the Bankruptcy Code, unless otherwise consented to in writing by the Administrative Agent and the Required Lenders, and (i) the date of dismissal of any of the Chapter 11 Cases, unless otherwise consented to in writing by the Administrative Agent and the Required Lenders.

"Maximum Credit" means at any time, the lesser of (a) the Revolving Credit Commitments in effect at such time and (b) the Revolving Borrowing Base at such time.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or during the immediately preceding six (6) years, has made or been obligated to make contributions.

"NOLV" means the orderly liquidation value (net of costs and expenses estimated to be incurred in connection with such liquidation) of the Qualified Loan Parties' Inventory, that is estimated to be recoverable in an orderly liquidation of such Inventory expressed as a percentage of the net book value thereof, such percentage to be as determined from time to time by reference to the most recent Inventory appraisal completed by a qualified third-party appraisal company (approved by the Administrative Agent in its Permitted Discretion) delivered to the Administrative Agent.

"Non-Consenting Lender" has the meaning specified in Section 3.07(d).

"Non-Loan Party" means any Restricted Subsidiary of the Borrower that is not a Loan Party.

"Note" means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit B, in a principal amount equal to such Lender's Revolving Credit Commitment evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from the Loans of a given Class owing to such Lender.

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

"Noticed Hedge" means Secured Hedge Obligations in respect of which the notice delivered to the Administrative Agent by the applicable Hedge Bank and the Borrower confirms that such Secured Hedging Agreement shall be deemed a "Noticed Hedge" hereunder for all purposes, including the application of Availability Reserves and Section 8.06, so long as the establishment of a Bank Product Reserve with respect to such Secured Hedge Obligation would not result in the Borrower exceeding the Maximum Credit; provided that, if the amount of Secured Hedge Obligations arising under such Secured Hedging Agreement is increased in accordance with the definition of "Secured Hedge Obligation," then such Secured Hedge Obligations shall only constitute a Noticed Hedge to the extent that a Bank Product Reserve can be established with respect to such Secured Hedging Agreement without exceeding the Maximum Credit.

"Obligations" means the Revolving Obligations and the FILO Obligations.

"OFAC" has the meaning specified in Section 5.21.

"Order" means the Interim Order or the Final Order, as the context may require.

"Organization Documents" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, declaration, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Agent or Lender, Taxes imposed as a result of a present or former connection between such Agent or Lender and the jurisdiction imposing such Tax (other than connections arising from such Agent or Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary Taxes and any other excise, property, intangible, mortgage recording or similar Taxes which arise from any payment made under any Loan Document or 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 pursuant to an assignment request by the Borrower under Section 3.07).

"Outstanding Amount" means (a) with respect to the Revolving Credit Loans and Prior Revolving Credit Loans on any date, the outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Credit Loans (including any refinancing of outstanding Unreimbursed Amounts under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) and Prior Revolving Credit Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations or Prior L/C Obligations on any date, the outstanding amount thereof on such date after giving effect to any related L/C Credit Extension occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding Unreimbursed Amounts under related Letters of Credit (including any refinancing of outstanding Unreimbursed Amounts under related Letters of Credit or related L/C Credit Extensions as a Revolving Credit Borrowing) or any reductions in the maximum amount available for drawing under related Letters of Credit taking effect on such date.

"Overadvance" means any extension of credit hereunder (whether in the form of a Credit Extension, or advance made by the Administrative Agent), to the extent that, immediately after its having been made (or deemed made), Excess Availability is less than zero.

"Parent" means DBI Holdco II, Inc., a Delaware corporation.

"Parent Entity" means any of DBI Investors, Inc., a Delaware corporation, Parent, Holdings and any other holding company that is a Wholly Owned Subsidiary of Parent Entity and that indirectly or directly owns Holdings.

"Participant" has the meaning specified in Section 10.07(e).

"Participant Register" has the meaning specified in Section 10.07(e).

"Payee" has the meaning specified in Section 9.16.

"Payment Intangible" has the meaning given to such term in Article 9 of the UCC.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA or Section 412 of the Code and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding six years.

"Permitted Discretion" means the Administrative Agent's reasonable business judgment (from the perspective of an secured asset-based lender, exercised in good faith in accordance with customary business practices for similar secured asset based lending facilities) based upon its consideration of any factor that it reasonably believes (a) could materially adversely affect the quantity, quality, mix or value of Collateral (including any applicable laws that may inhibit collection of a receivable), the enforceability or priority of the Collateral Agent's liens thereon, or the amount that the Agents, the Lenders or the L/C Issuer could receive in liquidation of any Collateral; (b) that any collateral report or financial information delivered by the Borrower or any Guarantor is incomplete, inaccurate or misleading in any material respect; (c) creates an event of default; or (d) may increase the likelihood that the Secured Parties would not receive timely payment in full in cash for all of the Obligations. In exercising such judgment, the Administrative Agent may consider any factors that could materially increase the credit risk of lending to the Borrower on the security of the Collateral. Any reserve established or modified by the Administrative Agent shall have a reasonable relationship to circumstances, conditions, events or contingencies which are the basis for such reserve, as reasonably determined, without duplication, by the Administrative Agent in good faith.

"Permitted Holders" means any of the following: (i) Oaktree Capital Management, L.P. and any Affiliates thereof; and (ii) Eaton Vance and any Affiliates thereof.

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

"Personal Information" means, in addition to any definition for "personal information" or any similar term (e.g., "personal data" or "personally identifiable information" or "PII") provided by applicable Law, or by any Loan Parties in any of their privacy policies, notices or contracts, all information that identifies, could be used to identify or is otherwise related to an individual person. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

"Petition Date" has the meaning given to such term in the Recitals.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) other than a Multiemployer Plan, established or maintained by any Loan Party.

"Plan of Reorganization" means a plan of reorganization in form and substance satisfactory to the Administrative Agent and the FILO Agent in all respects and consented to by the Administrative Agent and the FILO Agent, (i) containing a provision for termination of the Commitments and repayment in full in cash of all of the Obligations and the Prior Lender Obligations (or through a consensual refinancing under an exit facility) on or before

the effective date of such plan, (ii) containing a release in favor of the Agents and the Lenders and their respective affiliates, (iii) containing provisions with respect to the settlement or discharge of all claims and other debts and liabilities, and (iv) such other terms as the Administrative Agent and the FILO Agent may require.

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

"PPSA" means the *Personal Property Security Act*, R.S.O 1990, c. P.10; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Canadian Collateral is governed by (i) a Personal Property Security Act as in effect in a Canadian jurisdiction other than Ontario or (ii) the *Civil Code of Québec*, then "PPSA" means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the *Civil Code of Québec*, as applicable, for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority in such Canadian Collateral.

"Pre-Petition" means the time period ending immediately prior to the filing of the Chapter 11 Cases.

"Pre-Petition Credit Agreement" has the meaning given to such term in the Recitals.

"Pre-Petition Loan Documents" means the "Loan Documents" as defined in the Pre-Petition Credit Agreement.

"Pre-Petition ABL Permitted Prior Liens" has the meaning given to such term in the Orders.

"Prime Rate" means, at any time, the rate of interest from time to time publicly announced by the principal office of the Administrative Agent (which for BOA, is initially 100 Federal Street, Boston, Massachusetts 02110) as its prime commercial lending rate for United States Dollar loans in the United States for such day.

"Prior Agent" means BOA, in its capacities as administrative agent and collateral agent under any of the Pre-Petition Loan Documents.

"Prior Cash Management Obligations" means Prior Lender Obligations in respect of "Cash Management Obligations" under and as defined in the Pre-Petition Credit Agreement.

"Prior FILO Obligations" means Prior Lender Obligations in respect of "FILO Obligations" under, and as defined in, the Pre-Petition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Pre-Petition Loan Documents.

"Prior FILO Term Loans" means Prior Lender Obligations in respect of principal of the "FILO Term Loan" under, and as defined in, the Pre-Petition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Pre-Petition Loan Documents.

"Prior Hedging Obligations" means the Prior Lender Obligations in respect of "Hedging Obligations" under each "Secured Hedge Agreement" under, and as such terms are defined in, the Pre-Petition Credit Agreement.

"Prior L/C Obligations" means the Prior Lender Obligations in respect of principal of "L/C Obligations" under, and as defined in, the Pre-Petition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Pre-Petition Loan Documents.

"Prior Lender Obligations" means all "Obligations" as defined in the Pre-Petition Credit Agreement.

"Prior Lenders" has the meaning given to such term in the Recitals.

"Prior Revolving Credit Loans" means Prior Lender Obligations in respect of principal of "Revolving Credit Loans" under, and as defined in, the Pre-Petition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Pre-Petition Loan Documents.

"Prior Revolving Obligations" means Prior Lender Obligations in respect of "Revolving Obligations" under, and as defined in, the Pre-Petition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Pre-Petition Loan Documents.

"Prior Week" as of any date of determination, the immediately preceding week ended on a Saturday and commencing on the prior Sunday.

"Privacy Laws" means any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical or administrative), disposal, destruction, disclosure or transfer (including cross-border) of any Personal Information, including, but not limited to, the Federal Trade Commission Act, California Consumer Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI-DSS), EU General Data Protection Regulation (GDPR), Telephone Consumer Protection Act (TCPA), any and all applicable Laws relating to breach notification or marketing in connection with any Personal Information, and any Laws relating to the use of biometric identifiers.

"Pro Rata Share" means, with respect to each Lender at any time a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitments of such Lender under the Credit Facility at such time and the denominator of which is the amount of the Aggregate Commitments under the Credit Facility at such time; provided that if the Revolving Credit Commitments have been terminated, then the Pro Rata Share of each Lender shall be determined based on the Pro Rata Share of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

"Protective Advances" means an Overadvance made or deemed to exist by the Administrative Agent, in its discretion, which:

(a) is made to maintain, protect or preserve the Collateral and/or the Secured Parties' rights under the Loan Documents or which is otherwise for the benefit of the Secured Parties; or

(b) is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation; or

(c) is made to pay any other amount chargeable to any Loan Party hereunder; and

(d) together with all other Protective Advances then outstanding, shall not exceed five percent (5%) of the Revolving Borrowing Base at any time unless the Required Lenders and the FILO Term Loan Lender otherwise agree;

*provided* that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Credit Lenders' obligations with respect to Letters of Credit, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for Unintentional Overadvances, and such Unintentional Overadvances shall not reduce the amount of Protective Advances allowed hereunder.

"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.

"Purchase" means (a) an Investment in any Person that thereby becomes a Restricted Subsidiary, or (b) any other acquisition of a company, a business or a group of assets constituting an operating unit of a business.

"Purchase Option Event" has the meaning set forth in Section 10.01-B(a).

"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 specified in Section 10.23.

"Qualified ECP Guarantor" shall mean, at any time, each Loan Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another person to qualify as an "eligible contract participant" at such time under §1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Equity Interests" means any Equity Interests that are not Disqualified Equity Interests.

"Qualified Loan Party" means the Borrower and each Subsidiary Guarantor.

"Real Estate" means all leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Register" has the meaning specified in Section 10.07(d).

"Release" means any release, spill, leak, discharge, presence of, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing, allowing to escape or migrate into or otherwise enter the environment (including ambient air, surface water, groundwater, wetlands, land, surface, and subsurface strata or within any building, structure, facility or fixture, subject in each case, to human occupation) of any Hazardous Materials.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"Remedies Notice Period" shall have the meaning specified in the Interim Order (or Final Order, when applicable).

"Rent Reserve" means an amount equal to no more than two months of the aggregate rent (plus any past-due rents) payable by the Borrower on all applicable leased properties in respect of which landlord's or warehouseman's waivers, in form and substance reasonably acceptable to the Administrative Agent, or Collateral Access Agreements, are not in effect.

"Reportable Event" means, with respect to any Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Revolving Credit Loans, a Committed Loan Notice and (b) with respect to an L/C Credit Extension, a Letter of Credit Application.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Revolving Outstandings (with the aggregate outstanding amount of each Lender's risk participation and funded participation in L/C Obligations being deemed "held" by such Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that (i) the unused Revolving Credit Commitment of, and the portion of the Total Revolving Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders and (ii) after the repayment of Revolving Obligations and termination of the Revolving Credit Commitments, "Required Lenders" shall be those Lenders holding more than 50% of the outstanding FILO Term Loans.

"Required Milestones" means "Required Milestones" as defined in the Interim Order (or the Final Order, when applicable).

"Rescindable Amount" has the meaning as defined in Section 2.12(c).

"Reserves" means any Inventory Reserves, the Rent Reserves, Availability Reserves, FILO Deficiency Reserve, and any other reserves implemented from time to time by the Administrative Agent and/or the FILO Agent in its respective Permitted Discretion in accordance with the definition of Revolving Borrowing Base or FILO Borrowing Base, as the context makes applicable.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, as long as any portion of the FILO Term Loan is outstanding, the Administrative Agent shall implement and maintain the FILO Deficiency Reserve, if applicable. For the purposes of determining the FILO Deficiency Reserve, each of the FILO Secured Parties and the Loan Parties agrees that the Administrative Agent shall be entitled to rely solely on the calculation thereof made by the Borrower as reflected in the most recent Borrowing Base Certificate delivered by the Borrower to the Administrative Agent and the FILO Agent, unless the Administrative Agent is notified in writing by the FILO Agent that such calculation is inaccurate and providing the Administrative Agent and the Borrower with the correct calculation, prepared in good faith, of the FILO Deficiency Reserve (a "FILO Deficiency Reserve Correction Notice"), and, in such event, the Administrative Agent shall be entitled to rely solely on the calculation of the FILO Deficiency Reserve made by the FILO Agent as reflected in the FILO Deficiency Reserve Correction Notice. Upon receipt by the Administrative Agent of a Borrowing Base Certificate or a FILO Deficiency Reserve Correction Notice, as applicable, the Administrative Agent shall have a two (2) Business Day period of time to implement any FILO Deficiency Reserve or any adjustments to the FILO Deficiency Reserve then in effect as set forth in such Borrowing Base Certificate or such FILO Deficiency Reserve Correction Notice, as the case may be, and shall thereafter maintain such FILO Deficiency Reserve until further adjustment, if any, pursuant to receipt of a subsequent Borrowing Base Certificate or FILO Deficiency Reserve Correction Notice. Each of the FILO Agent, on behalf of the FILO Secured Parties, and the Loan Parties agrees that no Revolving Secured Party shall have any liability for relying on the calculation of the FILO Deficiency Reserve as set forth in a Borrowing Base Certificate delivered by the Borrower or in any FILO Deficiency Reserve Correction Notice delivered by the FILO Agent, as the case may be. Each of the FILO Agent, on behalf of the FILO Secured Parties, and the Loan Parties agrees that in the event of any discrepancy or dispute between the FILO Secured Parties and the Loan Parties as to the amount of the FILO Deficiency Reserve, the Revolving Secured Parties shall rely (and shall be entitled to rely) solely on the calculation of the FILO Deficiency Reserve as determined by the FILO Secured Parties and shall have no liability to any Person for doing so. In all cases, the Revolving Borrowing Base and the FILO Borrowing Base shall be calculated based upon the most recent Borrowing Base Certificate received by the Administrative Agent and the FILO Agent or FILO Deficiency Reserve Correction Notice received by the Administrative Agent from the FILO Agent prior to the making of any Loan or other advance or extension of credit (it being understood and agreed that the use of cash collateral in a proceeding under any federal, state, provincial or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect as to which the Revolving Secured Parties have not given their consent (and as to which the Revolving Secured Parties have contested in good faith) shall not constitute a funding of a Loan or other advance or extension of credit).

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

"Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer or assistant treasurer or other similar officer of a Loan Party and, solely for the purposes of the delivery of incumbency certificates pursuant to Section 4.01 on the Closing Date, any secretary or assistant secretary of a Loan Party, and, solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest in the Borrower, Holdings or any Parent Entity, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest of the Borrower, Holdings or any Parent Entity.

"Restricted Subsidiary" means any Subsidiary of the Borrower.

"Revolving Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of Eligible Credit Card Receivables multiplied by 90%; plus

(b) the face amount of Eligible Accounts multiplied by 90%; plus

(c) the NOLV of Eligible Inventory, multiplied by 90%; plus

(d) the NOLV of Eligible Letter of Credit Inventory, multiplied by 90%; plus

(e) the NOLV of Eligible In-Transit Inventory, multiplied by 90%; minus

(f) the FILO Deficiency Reserve; minus

(g) the Availability Block; minus

(h) the then-current amount of all Reserves.

The Revolving Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.19, as adjusted to give effect to Reserves or any FILO Deficiency Reserve following such delivery.

"Revolving Credit Borrowing" means a borrowing of a Revolving Credit Loan pursuant to Section 2.01(a).

"Revolving Credit Commitment" means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrower pursuant to Section 2.01 and (b) purchase participations in L/C Obligations in respect of Letters of Credit, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Revolving Credit Commitment" or in the Assignment and Assumption or other agreement pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate Revolving Credit Commitments of all Revolving Credit Lenders shall be $75,000,000 on the Closing Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.

"Revolving Credit Exposure" means, as to each Lender, the sum of the Outstanding Amount of such Lender's Revolving Credit Loans, its Pro Rata Share of the L/C Obligations, and its Pro Rata Share of the Protective Advances at such time.

"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment or that holds Revolving Credit Loans at such time.

"Revolving Credit Loan" has the meaning specified in Section 2.01(a) and shall include Protective Advances made pursuant to Section 2.01(b).

"Revolving Credit Purchase Notice" has the meaning set forth in Section 10.01-B(a).

"Revolving Credit Purchase Date" has the meaning set forth in Section 10.01-B(a).

"Revolving Credit Purchasing Creditors" has the meaning set forth in Section 10.01-B(a).

"Revolving Obligations" means all (a) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Revolving Credit Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees and expenses that accrue after the commencement

by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and expenses are allowed claims in such proceeding, (b) all Hedging Obligations (other than with respect to any Loan Party's Hedging Obligations that constitute an Excluded Swap Obligation solely and, with respect to clauses (a) and (b), including all interest, fees and expenses that accrue after commencement by or against any Loan Party of any proceeding under Debtor Relief Laws, regardless of whether such interest, fees and expenses are allowed claims in such proceeding, with respect to such Loan Party) under each Secured Hedge Agreement, (c) Cash Management Obligations. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit commissions, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party to any Revolving Lender under any Loan Document. Notwithstanding the foregoing, (i) unless otherwise agreed to by the Borrower and any Hedge Bank or Cash Management Bank, the obligations of Holdings, the Borrower or any Subsidiary under any Secured Hedge Agreement and any Cash Management Obligations shall be secured and guaranteed pursuant to the Collateral Documents and the Guarantees only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (ii) any release of Collateral or Guarantors effected in the manner permitted by this Agreement and any other Loan Document shall not require the consent of any counterparty to any Secured Hedge Agreement or of the holders of Cash Management Obligations other than in their capacity as a Lender or an Agent.

"Revolving Secured Parties" shall mean, collectively, (a) the Agents, (b) each Revolving Credit Lender, (c) each L/C Issuer, and (d) each other indemnitee and each other holder of any Revolving Obligation.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

"Sale" means a disposal of any company, any business or any group of assets constituting an operating unit of a business.

"Sale Leaseback" means any transaction or series of related transactions pursuant to which the Borrower or any of its Restricted Subsidiaries (a) sells, transfers or otherwise Disposes of any real property, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such real property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or Disposed.

"Sanction(s)" means any sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury ("HMT") or other relevant sanctions authority.

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

"Second Tier Foreign Subsidiary" means any Foreign Subsidiary of a Foreign Subsidiary.

"Secured Cash Management Agreement" means any agreement relating to Cash Management Services that is entered into by and between the Borrower or any Restricted Subsidiary and (a) BOA and its Affiliates and/or (b) any other Cash Management Bank and, in the case of this clause (b) only, designated in writing by the Cash Management Bank and such Loan Party to the Administrative Agent as a "Secured Cash Management Agreement" (it being understood that Cash Management Services provided by BOA shall be Secured Cash Management Agreements without the need for such designation).

"Secured Hedge Agreement" means any Swap Contract permitted under Section 7.03(h) that is entered into by and between any Loan Party or any Restricted Subsidiary and (a) BOA and its Affiliates and/or (b) any other Hedge Bank and, in the case of this clause (b) only, designated in writing by the Hedge Bank and such Loan Party to the Administrative Agent as a "Secured Hedge Agreement" (it being understood that Cash Management Services provided by BOA shall be Secured Cash Management Agreements without the need for such designation). Such designation in writing by the Hedge Bank and the applicable Loan Party (or any subsequent written notice by the Hedge Bank to

the Administrative Agent) may further designate with the consent of the Borrower any Secured Hedge Agreement as being a "Noticed Hedge" as defined under this Agreement.

"Secured Hedge Obligations" means obligations under any Secured Hedge Agreement up to the maximum amount specified by (a) BOA in the event that BOA or any of its Affiliates is the Hedge Bank and/or (b) such other Hedge Bank (in the case of any Hedge Bank other than BOA and its Affiliates) and, in the case of this clause (b) only, a Loan Party or any Restricted Subsidiary in writing to the Administrative Agent, which amount may be established or increased (by further written notice to the Administrative Agent from time to time).

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Cash Management Banks, the Hedge Banks and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.01(b).

"Securities Account" or "securities account" has the meaning given to such term in the UCC or the PPSA, as applicable.

"Securities Account Control Agreement" means an effective securities account control agreement with an Approved Securities Intermediary, in each case in form and substance reasonably satisfactory to the Administrative Agent.

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

"Security Agreement" means, collectively, (a) that certain Security Agreement executed by certain Loan Parties and dated as of the date hereof, substantially in the form of Exhibit F and (b) each Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Security Agreement Supplement" has the meaning specified in the applicable Security Agreement.

"Senior Superpriority Term Loan Credit Agreement" means that certain Senior Superpriority Term Loan Credit Agreement, dated as of April 30, 2021, by and among Holdings, the Borrower, Alter Domus (US) LLC, as administrative agent, and the banks and other financial institutions party thereto as lenders, as amended by Amendment No. 1 to Senior Superpriority Term Loan Credit Agreement, dated as November 21, 2022.

"Senior Superpriority Term Loan Documents" has the meaning assigned to the term "Loan Documents" in the Senior Superpriority Term Loan Credit Agreement.

"Senior Superpriority Term Loan Obligations" has the meaning assigned to the term "Obligations" in the Senior Superpriority Term Loan Credit Agreement.

"Senior Superpriority Term Loans" means the "Loans" as defined in the Senior Superpriority Term Loan Credit Agreement.

"Shrink Reserve" means an amount reasonably estimated by the Administrative Agent to be equal to that amount that is required in order that the shrink reflected in current books and records of the Loan Parties' would be reasonably equivalent to the shrink calculated as part of the Loan Parties' most recent physical Inventory (it being understood and agreed that no Shrink Reserve established by the Administrative Agent in its Permitted Discretion shall be duplicative of any shrink as so reflected in the current books and records of the Loan Parties or estimated by the Borrower for purposes of computing the Revolving Borrowing Base).

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" means 0.10% (10 basis points) for an Interest Period of one-month's duration.

"SPC" has the meaning specified in Section 10.07(h).

"Specified Cash Management Services" means Cash Management Services of the type described in clause (a) of the definition of Cash Management Services.

"Specified Loan Party" means any Loan Party that is not an "eligible contract participant" under the Commodity Exchange Act (determined prior to giving effect to Section 10.22.

"Specified Release Paragraph" has the meaning set forth in Section 10.01-A.

"Store" means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by the Borrower or any Restricted Subsidiary.

"Store-Closing Order" means the order of the Court entered in the Chapter 11 Cases after the "first day" hearing, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent, which among other matters authorizes and approves procedures for Store closing sales.

"Subordinated Debt" means Indebtedness for borrowed money Incurred by a Loan Party that is subordinated in right of payment to the prior payment of the Revolving Obligations of such Loan Party under the Loan Documents. For the avoidance of doubt, in no event shall the FILO Obligations be considered "Subordinated Indebtedness".

"Subordinated Intercompany Note" means the Intercompany Subordinated Note, dated as of November 26, 2019, executed by Holdings, the Borrower and each Subsidiary of the Borrower.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantor" means, collectively, the Subsidiaries of the Borrower that are Guarantors.

"Successor Case" means, with respect to the Chapter 11 Cases, any subsequent proceedings under Chapter 7 of the Bankruptcy Code.

"Supermajority Lenders" means, as of any date of determination, Lenders having more than 66.7% of the sum of the (a) Total Revolving Outstandings (with the aggregate outstanding amount of each Lender's risk participation and funded participation in L/C Obligations) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total Revolving Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

"Superpriority Term Loan Credit Agreement" means that certain Superpriority Term Loan Credit Agreement, dated as of June 19, 2020, by and among Holdings, the Borrower, Cantor Fitzgerald Securities, as administrative agent, and the banks and other financial institutions party thereto as lenders, as amended by Amendment No. 1 to Superpriority Term Loan Credit Agreement, dated as of November 21, 2022.

"Superpriority Term Loan Documents" has the meaning assigned to the term "Loan Documents" in the Superpriority Term Loan Credit Agreement.

"Superpriority Term Loan Obligations" has the meaning assigned to the term "Obligations" in the Superpriority Term Loan Credit Agreement.

"Supported QFC" has the meaning specified in Section 10.23.

"Superpriority Term Loans" means the "Loans" as defined in the Superpriority Term Loan Credit Agreement.

"Swap" shall mean any agreement, contract, or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap Contract" means (a) any Swap Contract under the Pre-Petition Credit Agreement which constituted a "Swap Contract" under the Pre-Petition Credit Agreement, (b) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (c) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any Swap within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark to market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Takeback Loan Documents" has the meaning assigned to the term "Loan Documents" in the Takeback Term Loan Agreement.

"Takeback Loan Obligations" has the meaning assigned to the term "Obligations" in the Takeback Term Loan Agreement.

"Takeback Loans" means the "Loans" as defined in the Takeback Term Loan Agreement.

"Takeback Term Loan Agreement" means that certain Term Loan Credit Agreement, dated as of January 18, 2019, as amended (including by that certain Amendment No. 4 to Takeback Credit Agreement, dated as of April 30, 2021, restated, amended and restated, otherwise modified and in effect on the date hereof), by and among Holdings, the Borrower, Cantor Fitzgerald Securities, as administrative agent, and the banks and other financial institutions party thereto, and as further amended by Amendment No. 5 to Takeback Credit Agreement, dated as of November 21, 2022.

"Taxes" means all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings (including backup withholding) or similar charges, and all liabilities (including additions to tax, penalties and interest) with respect thereto.

"Term Agent" means each of the agents under the Senior Superpriority Term Loan Credit Agreement, the Superpriority Term Loan Credit Agreement, the Term Loan Credit Agreement and the Takeback Term Loan Agreement.

"Term Loan Agreement" means the Senior Superpriority Term Loan Credit Agreement, Superpriority Term Loan Credit Agreement, the Term Loan Credit Agreement and/or the Takeback Term Loan Agreement, as the context requires.

"Term Loan Credit Agreement" means that certain First Lien Term Loan Credit Agreement, dated as of November 26, 2019, as amended by that certain Amendment No. 1 to First Lien Term Loan Credit Agreement, dated as of June 19, 2020, and that certain Amendment No. 2 to First Lien Term Loan Credit Agreement, dated as of April 30, 2021, by and among Holdings, the Borrower, Cantor Fitzgerald Securities, as administrative agent, and the banks and other financial institutions party thereto, and as further amended by Amendment No. 3 to First Lien Term Loan Credit Agreement, dated as of November 21, 2022.

"Term Loan Credit Documents" has the meaning assigned to the term "Loan Documents" in the Term Loan Credit Agreement.

"Term Loan Obligations" has the meaning assigned to the term "Obligations" in the Term Loan Credit Agreement.

"Term Loans" means the "Loans" as defined in the Term Loan Credit Agreement.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, *plus* the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day, *plus* the SOFR Adjustment for such Interest Period;

provided, that, (a) with respect to Revolving Credit Loans, if Term SOFR determined in accordance with the foregoing provision (b) of this definition would otherwise be less than zero, Term SOFR shall be deemed zero for purposes of this Agreement and (b) with respect to the FILO Term Loan, if Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than the Floor, Term SOFR shall be the Floor.

"Term SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR.

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

"Threshold Amount" means $500,000.

"Total Revolving Outstandings" means the aggregate Outstanding Amount of all Revolving Credit Loans and all L/C Obligations.

"Type" means, as to any Loan, its nature as a Base Rate Loan or a Term SOFR Loan.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to 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, with respect to any Person and for any period, Capital Expenditures made by such Person during such period that are not Financed Capital Expenditures.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Unintentional Overadvance" means (a) an Overadvance which, to the Administrative Agent's knowledge, did not constitute an Overadvance when made but which has become an Overadvance resulting from changed circumstances beyond the control of the Credit Parties, including, without limitation, (i) a reduction in the Appraised Value of property or assets included in the Revolving Borrowing Base or the FILO Borrowing Base, (ii) components of the Revolving Borrowing Base or the FILO Borrowing Base on any date thereafter being deemed ineligible, (iii) the imposition of, or increase in, any Reserve or the FILO Deficiency Reserve or a reduction in advance rates after the funding of any Loan or advance or the issuance, renewal or amendment of a Letter of Credit, (iv) the return of uncollected checks or other items of payment applied to the reduction of Loans or other similar involuntary or unintentional actions, or (v) any misrepresentation by the Loan Parties and (b) an Overadvance made to fund all or a portion of a Carve Out.

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

"Unreimbursed Amount" has the meaning specified in Section 2.03(c)(i).

"Unused Commitment Fee" has the meaning specified in Section 2.09(a).

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

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

"U.S. Special Resolution Regimes" has the meaning specified in Section 10.23.

"U.S. Loan Parties" means the Loan Parties other than the Canadian Debtor.

"U.S. Trustee" means the United States Trustee applicable to the Chapter 11 Cases.

"Voting Stock" means, with respect to any Person, shares of such Person's Equity Interests having the right to vote for the election of members of the Board of Directors of such Person under ordinary circumstances.

"Wholly Owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (a) director's qualifying shares and (b) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

"Withdrawal Liability" means the liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Loan Party, the Administrative Agent and, in the case of any U.S. federal withholding Tax, any other applicable withholding agent.

"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.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "including" is by way of example and not limitation.

(iv) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

(d) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03 Accounting Terms.

All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP.

Where reference is made to "Holdings, the Borrower and its Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of the Borrower other than Restricted Subsidiaries.

Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under FASB Accounting Standards Codification 825-Financial Instruments, or any successor thereto (including pursuant to the FASB Accounting Standards Codification), to value any Indebtedness of the Borrower or any subsidiary at "fair value," as defined therein.

Section 1.04 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding up if there is no nearest number).

Section 1.05 References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of 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, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Currency Equivalents Generally.

(a) For purposes of any determination under Article VI, Article VII or Article VIII or any determination under any other provision of this Agreement requiring the use of a current exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at currency exchange rates then in effect on the date of such determination; provided, however, that (i) for purposes of determining compliance with Article VII with respect to the amount of any Indebtedness, Investment, Disposition, Restricted Payment or payment or redemption under Section 7.08 in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness or Investment is Incurred or Disposition, Restricted Payment or payment or redemption under Section 7.08 is made and (ii) for the avoidance of doubt, the foregoing provisions of this Section 1.08 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be Incurred or Disposition, Restricted Payment or payment or redemption under Section 7.08 may be made at any time under such Sections.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower's consent (such consent not to be unreasonably withheld) to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

Section 1.09 Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related

to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

Section 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 on the first date of its existence by the holders of its Equity Interests at such time.

## ARTICLE II

## THE COMMITMENTS AND BORROWINGS

Section 2.01 Revolving Credit Borrowing; FILO Term Loan.

(a) On the terms and subject to the conditions contained in this Agreement, each Lender severally agrees to make loans in Dollars (each, a "Revolving Credit Loan") to the Borrower from time to time on any Business Day during the period from the Closing Date until the Maturity Date in an aggregate principal amount at any time outstanding for all such loans by such Lender not to exceed such Lender's Revolving Credit Commitment; provided, however, that at no time shall any Lender be obligated to make Revolving Credit Loans if such Lender's Revolving Credit Exposure plus the Outstanding Amount of the Prior Revolving Credit Loans of such Lender and Prior L/C Obligations of such Lender exceeds such Lender's Pro Rata Share of the Maximum Credit. Within the limits of the Revolving Credit Commitment of each Lender, amounts of Loans repaid may be reborrowed under this Section 2.01.

(b) Subject to the limitations set forth below (and notwithstanding anything to the contrary in Section 4.02), the Administrative Agent is authorized by the Borrower and the Lenders, from time to time in the Administrative Agent's sole discretion (but shall have absolutely no obligation), to make Revolving Credit Loans to the Borrower, on behalf of all Lenders at any time that any condition precedent set forth in Section 4.02 has not been satisfied or waived, which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable for the purposes specified in the definition of "Protective Advances". Any Protective Advance may be made in a principal amount that would cause the aggregate Revolving Credit Exposure to exceed the Revolving Borrowing Base; provided that the aggregate amount of outstanding Protective Advances plus the aggregate of all other Revolving Credit Exposure, plus the Outstanding Amount of all Prior Revolving Credit Loans and Prior L/C Obligations shall not exceed the Aggregate Commitments. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied or waived. Each Protective Advance shall be secured by the Liens in favor of the Collateral Agent in and to the Collateral and shall constitute Revolving Obligations hereunder. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent's receipt thereof. The making of a Protective Advance on any one occasion shall not obligate the Administrative Agent to make any Protective Advance on any other occasion. Protective Advances shall bear interest at the rate applicable from time to time to Revolving Credit Loans that are Base Rate Loans. At any time that the conditions precedent set forth in Section 4.02 have been satisfied or waived, the Administrative Agent may request the Lenders to make a Revolving Credit Loan to repay a Protective Advance. At any other time, the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.01(c).

(c) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each Lender shall be deemed, without further action by any party hereto, unconditionally and irrevocably to have purchased from the Administrative Agent without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to such Lender such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Protective Advance.

(d) Each Borrowing of Revolving Credit Loans shall be comprised entirely of Base Rate Loans.

(e) Notwithstanding anything to the contrary contained herein or in any other Loan Document:

(i) On the Closing Date, (x) each Existing Letter of Credit shall constitute a "Letter of Credit" for all purposes of this Agreement and shall be deemed issued under this Agreement on the Closing Date and all Prior L/C Obligations shall constitute "L/C Obligations" for all purposes of this Agreement, (y) all Prior Cash Management Obligations and Prior Hedging Obligations shall constitute Revolving Obligations under the Loan Documents and (z) all other Prior Revolving Obligations, other than the Prior Revolving Credit Loans, shall constitute Revolving Obligations under the Loan Documents.

(ii) Upon the entry of the Final Order (x) the total outstanding amount of the Prior Revolving Obligations shall constitute Revolving Obligations hereunder and (y) the total outstanding amount of the Prior FILO Obligations (including, without limitation, subject to the Final Order, the "Make-Whole" (as defined in the FILO Prepetition Fee Letter)) shall constitute FILO Obligations hereunder, in the case of this clause (ii), with (1) the outstanding amount of all Prior Revolving Credit Loans, if any, as of the date of the entry of the Final Order being refinanced as Revolving Credit Loans hereunder immediately upon the entry of the Final Order and all unpaid interest and fees thereon accrued through the entry of the Final Order to be paid on the next scheduled date for payment of interest and fees under this Agreement and (2) the outstanding amount of the Prior FILO Term Loan as of the date of the entry of the Final Order being refinanced as a term loan deemed provided by the FILO Term Loan Lender (the "FILO Term Loan") hereunder immediately upon the entry of the Final Order and all unpaid interest and fees thereon accrued through the entry of the Final Order to be paid on the next scheduled date for payment of interest and fees under this Agreement (provided, that, in the case of this sub-clause (2), notwithstanding anything to the contrary herein, no such payment shall be made prior to the Full Payment of the Prior Revolving Obligations and the Revolving Obligations).

Section 2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Revolving Credit Borrowing shall be made upon the Borrower's notice (which shall be revocable for a Revolving Credit Borrowing so long as the Borrower agrees to comply with the applicable provisions of Section 3.05 upon any such revocation) to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. on the requested date of the Revolving Credit Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Revolving Credit Borrowing shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Committed Loan Notice shall specify (i) the requested date of the Revolving Credit Borrowing (which shall be a Business Day) and (ii) the principal amount of Revolving Credit Loans to be borrowed.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Revolving Credit Lender of the amount of its Pro Rata Share of the Revolving Credit Loans. In the case of each Borrowing, each Appropriate Lender shall make (or cause its Applicable Lending Office to make) the amount of its Revolving Credit Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 to the extent applicable (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower.

(c) The FILO Term Loan shall be deemed to have been made on the Closing Date and shall be a Term SOFR Loan with an Interest Period of one month.

(d) Except as otherwise provided herein, a Term SOFR Loan may be continued only on the last day of an Interest Period for such Term SOFR Loan, unless the Borrower pays the amount due, if any, under Section 3.05 in connection therewith.

(e) The Administrative Agent shall promptly notify the Borrower and the FILO Term Loan Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans. The determination of Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error.

(f) [Reserved].

(g) [Reserved].

(h) With respect to SOFR or Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

Section 2.03 Letters of Credit.

(a) The Letter of Credit Commitments.

(i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the other Revolving Credit Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Final Issuance Date, to issue Letters of Credit in Dollars for the account of the Borrower (provided that any Letter of Credit may be for the benefit of any Subsidiary of the Borrower) and to amend or renew Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drafts under the Letters of Credit and (B) the Revolving Credit Lenders severally agree to participate in Letters of Credit issued pursuant to this Section 2.03; provided that no L/C Issuer shall be obligated to make any L/C Credit Extension with respect to any Letter of Credit, and no Lender shall be obligated to participate in any Letter of Credit if after giving effect to such L/C Credit Extension, (x) the Revolving Credit Exposure plus the Outstanding Amount of such Prior Revolving Credit Loans and Prior L/C Obligations of any Lender would exceed such Lender's Revolving Credit Commitment, (y) the Outstanding Amount of the L/C Obligations would exceed the Letter of Credit Sublimit, or (z) the aggregate Total Revolving Outstandings plus the Outstanding Amount of all Prior Revolving Credit Loans and Prior L/C Obligations would exceed the Maximum Credit. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) An L/C Issuer shall be under no obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or direct that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date (for which such L/C Issuer is not otherwise compensated hereunder);

(B) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last renewal, unless (1) the Required Lenders and (2) the relevant L/C Issuer have approved such expiry date;

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Final Issuance Date, (1) unless all the Revolving Credit Lenders and the relevant L/C Issuer have

approved such expiry date or (2) not less than ninety (90) days prior to the Letter of Credit Final Issuance Date, such Letter of Credit will be Cash Collateralized or backstopped pursuant to arrangements reasonably acceptable to the relevant L/C Issuer;

(D) the issuance of such Letter of Credit would violate any Laws binding upon such L/C Issuer;

(E) the Letter of Credit is to be denominated in a currency other than Dollars, unless otherwise agreed by the L/C Issuer and the Administrative Agent;

(F) the Letter of Credit is in an initial amount less than $100,000; or

(G) any Lender is at that time a Defaulting Lender, unless after giving effect to the requested issuance the requirements of Section 2.15(e) have been satisfied.

(iii) An L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto Renewal Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to an L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the relevant L/C Issuer and the Administrative Agent not later than 1:00 p.m. at least two (2) Business Days prior to the proposed issuance date or date of amendment, as the case may be; or, in each case, such later date and time as the relevant L/C Issuer may agree in a particular instance in its sole discretion. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the relevant L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the relevant L/C Issuer may reasonably request. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the relevant L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the relevant L/C Issuer may reasonably request.

(ii) Promptly after receipt of any Letter of Credit Application, the relevant L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Upon receipt by the relevant L/C Issuer of confirmation from the Administrative Agent that the requested issuance or amendment is permitted in accordance with the terms hereof, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or enter into the applicable amendment, as the case may be. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, acquire from the relevant L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Pro Rata Share times the amount of such Letter of Credit.

(iii) [Reserved].

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the relevant L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the relevant L/C Issuer shall notify promptly the Borrower and the Administrative Agent thereof. On the Business Day immediately following the Business Day on which the Borrower shall have received notice of any payment by an L/C Issuer under a Letter of Credit (or, if the Borrower shall have received such notice later than 5:00 p.m. on any Business Day, on the second succeeding Business Day) (an "Honor Date"), the Borrower shall reimburse such L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse such L/C Issuer by such time, the Administrative Agent shall promptly notify each Appropriate Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Appropriate Lender's Pro Rata Share thereof. In such event, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans but subject to the amount of the unutilized portion of the Revolving Credit Commitments of the Appropriate Lenders, and subject to the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Credit Lender (including any such Lender acting as an L/C Issuer) shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of the relevant L/C Issuer at the Administrative Agent's Office for payments in an amount equal to its Pro Rata Share of any Unreimbursed Amount in respect of a Letter of Credit not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.04(c)(iii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the relevant L/C Issuer.

(iii) With respect to any Unreimbursed Amount in respect of a Letter of Credit that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the relevant L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and without further notice, motion or application to, hearing before, or order from the Court, shall bear interest at the Default Rate. In such event, each Revolving Credit Lender's payment to the Administrative Agent for the account of the relevant L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the relevant L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of the relevant L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse an L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the relevant L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default; or (C) any other occurrence, event or condition, whether or not similar to any of

the foregoing; provided that each Revolving Credit Lender's obligation to make Revolving Credit Loans (but not L/C Advances) pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the relevant L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the relevant L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at the greater of the Federal Funds Rate, or if the Federal Funds Rate is not available, a rate determined by the Administrative Agent in consultation with the Borrower in accordance with banking industry rules on interbank compensation. A certificate of the relevant L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent demonstrable error.

(vii) If, at any time after an L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with this Section 2.03(c), the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to each Revolving Credit Lender its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(viii) If any payment received by the Administrative Agent for the account of an L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by such L/C Issuer in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate.

(d) Obligations Absolute. The obligation of the Borrower to reimburse the relevant L/C Issuer for each drawing under each Letter of Credit issued by it and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Loan Party may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the relevant L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the relevant L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the relevant L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other

representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any exchange, release or nonperfection of any Collateral, or any release or amendment or waiver of or consent to departure from the Guaranty or any other guarantee, for all or any of the Obligations of any Loan Party in respect of such Letter of Credit; or

(vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Loan Party;

provided that the foregoing shall not excuse any L/C Issuer from liability to the Borrower to the extent of any direct damages (as opposed to consequential or exemplary damages) suffered by the Borrower that are caused by such L/C Issuer's gross negligence, willful misconduct or bad faith when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof.

(e) Role of L/C Issuers. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the relevant L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, any Agent-Related Person nor any of the respective correspondents, participants or assignees of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence, willful misconduct or bad faith; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuers, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of any L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (iii) of this clause (e); provided that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against an L/C Issuer, and such L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower caused by such L/C Issuer's gross negligence, willful misconduct or bad faith or such L/C Issuer's willful or grossly negligent failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(f) Cash Collateral. If (i) any Event of Default occurs and is continuing and the Administrative Agent or the Required Lenders, as applicable, require the Borrower to Cash Collateralize the L/C Obligations pursuant to Section 8.02 or (ii) the Maturity Date occurs, then the Borrower shall Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to 103% of the maximum drawable amount of any such Letter of Credit determined as of the date of such Event of Default), and shall do so not later than 2:00 p.m. on (x) in the case of the immediately preceding clause (i), (A) the Business Day that the Borrower receives notice thereof, if such notice is received on such day prior to 1:00 p.m., or (B) if clause (A) above does not apply, the Business Day immediately following the day that the Borrower receives such notice and (y) in the case of the immediately preceding clause (ii), the Business Day on which the Maturity Date occurs or, if such day is not a Business Day, the Business Day immediately succeeding such day, in either case, by 1:00 p.m. on such day. For purposes hereof, "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the relevant L/C Issuer and the Revolving Credit Lenders, as collateral for the L/C Obligations, cash or deposit account balances ("Cash Collateral") pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the relevant L/C Issuer (which documents are hereby consented to by the Revolving Credit Lenders) in an amount equal to 103% of the maximum drawable amount of any such Letter of Credit. Derivatives of such term have

corresponding meanings. The Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuers and the Revolving Credit Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in blocked accounts at the Collateral Agent and may be invested in readily available Cash Equivalents at its sole discretion. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent (on behalf of the L/C Issuers and the Revolving Credit Lenders) or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrower will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent, as additional funds to be deposited and held in the deposit accounts at the Collateral Agent as aforesaid, an amount equal to the excess of (1) such aggregate Outstanding Amount over (2) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent reasonably determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Law, to reimburse the relevant L/C Issuer. To the extent the amount of any Cash Collateral exceeds the then Outstanding Amount of such L/C Obligations and so long as no other Event of Default has occurred and is continuing (or if such Cash Collateral was not granted after an Event of Default, no Event of Default has occurred and is continuing), the excess shall be refunded to the Borrower. If such Cash Collateral was granted after an Event of Default, then if such Event of Default is cured or waived or no Event of Default is then occurring and continuing, the amount of any Cash Collateral and accrued interest thereon shall be refunded to the Borrower. If such Cash Collateral was not granted after an Event of Default, then the amount of any Cash Collateral and accrued interest thereon shall be refunded to the Borrower upon the circumstances requiring Cash Collateralization ceasing to exist.

(g) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Pro Rata Share a Letter of Credit fee for each Letter of Credit issued pursuant to this Agreement equal to the product of (i) 3.50% per annum and (ii) the daily maximum amount then available to be drawn under such Letter of Credit; provided that during any Event of Default with respect to which the Required Lenders have elected to apply Default Rate interest (or with respect to which the Default Rate automatically applies), the Letter of Credit fees shall be increased by 2.00% per annum. Such letter of credit fees shall be computed on a quarterly basis in arrears. Such letter of credit fees shall be due and payable on the first Business Day of each month, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand.

(h) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers. The Borrower shall pay directly to each L/C Issuer for its own account a fronting fee (a "Fronting Fee") with respect to each Letter of Credit issued by it equal to 0.125% per annum (or such other percentage as may be separately agreed to between the applicable L/C Issuer and the Borrower) of the daily maximum amount then available to be drawn under such Letter of Credit. Such fronting fees shall be computed on a quarterly basis in arrears. Such fronting fees shall be due and payable on the first Business Day of each month, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrower shall pay directly to each L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable within ten (10) Business Days of demand and are nonrefundable.

(i) Conflict with Letter of Credit Application. Notwithstanding anything else to the contrary in any Letter of Credit Application, in the event of any conflict between the terms hereof and the terms of any Letter of Credit Application, the terms hereof shall control.

(j) Addition of an L/C Issuer. A Revolving Credit Lender (or any of its Subsidiaries or affiliates) may become an additional L/C Issuer hereunder pursuant to a written agreement among the Borrower and such Revolving Credit Lender. The Administrative Agent shall notify the Revolving Credit Lenders of any such additional L/C Issuer.

Section 2.04 [Reserved].

Section 2.05 Prepayments; Full Roll of Prior Lender Obligations.

(a) Optional Prepayments.

(i) The Borrower may, upon notice to the Administrative Agent pursuant to delivery to the Administrative Agent of a Notice of Loan Prepayment, at any time or from time to time voluntarily prepay Revolving Credit Loans in whole or in part without premium or penalty; provided that (1) such notice must be received by the Administrative Agent not later than 1:00 p.m. on the date of prepayment; (2) any prepayment shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's Pro Rata Share of such prepayment. Any prepayment of a Revolving Credit Loan shall be accompanied by all accrued interest thereon. At the Borrower's election in connection with any prepayment pursuant to this Section 2.05(a)(i), such prepayment shall not be applied to any Revolving Credit Loan of a Defaulting Lender. Any amounts prepaid pursuant to this Section 2.05 shall be applied in accordance with Section 8.06.

(ii) [Reserved]

(iii) The Borrower shall not be permitted to make any payments on account of the FILO Obligations or the Prior FILO Obligations, including, without limitation, subject to the Final Order, the "Make-Whole" (as defined in the FILO Prepetition Fee Letter) until the Full Payment of the Prior Revolving Obligations and the Revolving Obligations and the Revolving Credit Commitments have been terminated.

(b) Mandatory Prepayments.

(i) If at any time, (x) the aggregate principal amount of Total Revolving Outstandings plus the Outstanding Amount of all Prior Revolving Credit Loans and Prior L/C Obligations exceeds the Maximum Credit or (y) the aggregate principal amount of Revolving Credit Loans and the aggregate amount of all Prior Revolving Credit Loans exceeds the Maximum Credit, the Borrower shall, immediately, upon notification by the Administrative Agent, prepay the Prior Revolving Credit Loans and the Prior L/C Obligations (in the order and manner provided in the Pre-Petition Credit Agreement) and then prepay (or Cash Collateralize, in the amount required by Section 2.03(f), in the case of Letters of Credit) the other Revolving Credit Loans then outstanding hereunder in an amount equal to such excess for application in accordance with Section 8.06; provided, that nothing in this clause (b)(i) shall reduce the Revolving Credit Commitments.

(ii) Subject to Section 3.05 hereof, all such payments in respect of the Loans pursuant to this Section 2.05 shall be without premium or penalty. All interest accrued on the principal amount of the Loans paid pursuant to this Section 2.05 shall be paid, or may be charged by the Administrative Agent to any loan account(s) of the Borrower, at the Administrative Agent's option, on the date of such payment. Interest shall accrue and be due, until the next Business Day, if the amount so paid by the Borrower to the bank account designated by the Administrative Agent for such purpose is received in such bank account after 3:00 p.m.

(iii) The Administrative Agent may apply all same day funds (other than funds held in Excluded Accounts) credited to the Concentration Account in accordance with Section 8.06.

(c) Interest, Funding Losses, Etc. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon.

Section 2.06 Termination or Reduction of Commitments.

(a) Optional. The Borrower may, upon written notice to the Administrative Agent, terminate the unused Commitments of any Class, or from time to time permanently reduce the unused Commitments of any Class; provided

that (i) any such notice shall be received by the Administrative Agent two (2) Business Days (or such shorter period as the Administrative Agent may agree in its sole discretion) prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $1,000,000 or any whole multiple of $100,000 in excess thereof and (iii) if, after giving effect to any reduction of the Revolving Credit Commitments the Letter of Credit Sublimit exceeds the amount of the reduced Revolving Credit Commitments, such sublimit shall be automatically reduced by the amount of such excess; provided, further, that no such termination or reduction shall be permitted if, after giving effect thereto, the aggregate Total Revolving Outstandings plus the Outstanding Amount of all Prior Revolving Credit Loans and Prior L/C Obligations would exceed the Maximum Credit. The amount of any such Commitment reduction shall not be applied to the Letter of Credit Sublimit unless otherwise specified by the Borrower. It being understood and agreed that the Borrower may allocate any termination or reduction of Commitments among Classes of Commitments at its direction. Notwithstanding the foregoing, the Borrower may rescind or postpone any notice of termination of the Revolving Credit Commitments if such notice is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked by the Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(b) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of unused portions of the Letter of Credit Sublimit or the unused Commitments of any Class under this Section 2.06. Upon any reduction of unused Commitments of any Class, the Commitment of each Lender of such Class shall be reduced by such Lender's Pro Rata Share of the amount by which such Commitments are reduced (other than the termination of the Commitment of any Lender as provided in Section 3.07).

Section 2.07 Repayment of Loans.

(a) Revolving Credit Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders on the Maturity Date the aggregate principal amount of all of its Revolving Credit Loans outstanding on such date.

(b) [Reserved]

(c) FILO Term Loans. The Borrower shall repay to the FILO Agent for the account of the FILO Term Loan Lender, the then unpaid principal amount of the FILO Term Loan, together with all accrued and unpaid interest thereon, including, for the avoidance of doubt, subject to the Final Order, the "Make-Whole" (as defined in the FILO Prepetition Fee Letter), on the FILO Maturity Date; provided, that the Borrower shall not make any such payment prior to the Full Payment of the Prior Revolving Obligations and the Revolving Obligations. Amounts so repaid (or prepaid) on account of the FILO Term Loan may not be reborrowed.

Section 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), each Revolving Credit Loan shall bear interest on the outstanding principal amount thereof from the borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) During the continuance of any Event of Default, the Required Lenders may elect to apply the Default Rate and, thereafter, the Revolving Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Law and without further notice, motion or application to, hearing before, or order from the Court. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on the first calendar day of each month, the Maturity Date and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment.

(d) Subject to the provisions of Section 2.08(e), the FILO Term Loan comprising (i) Base Rate Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days) at the Base Rate plus 12.50% per annum and (ii) Term SOFR Loans shall bear interest at a rate per annum equal to Term SOFR for each Interest Period in effect for such Borrowing plus the FILO Applicable Rate, which, in each case, shall be payable in kind by adding such amount to the principal amount of the FILO Term Loan on the first calendar day of each month and the Maturity Date. Notwithstanding any contrary provision of this Section 2.08(d), the FILO Term Loan shall, at the end of any applicable Interest Period, be automatically continued as a single Term SOFR Loan with an Interest Period of one month.

(e) During the continuance of any Event of Default, the FILO Agent may elect to apply the FILO Default Rate and, thereafter, the FILO Obligations shall bear interest at the FILO Default Rate to the fullest extent permitted by applicable Law and without further notice, motion or application to, hearing before, or order from the Court. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall upon demand be due and payable by adding such amount to the principal amount of the FILO Term Loan.

Section 2.09 Fees.

(a) The Borrower agrees to pay in same day funds in Dollars to the Administrative Agent for the account of each Lender a commitment fee (the "Unused Commitment Fee") on the average daily amount by which the Revolving Credit Commitment of such Lender exceeds such Lender's Pro Rata Share of the sum of (i) the aggregate outstanding principal amount of Loans for the applicable Class and (ii) the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit from the Closing Date through the Maturity Date at the Applicable Unused Commitment Fee Rate, payable in arrears (A) on the first Business Day of each month, commencing on the first such day following the Closing Date and (B) on the Maturity Date.

(b) The Borrower shall pay to the Agents such fees as shall have been separately agreed upon in writing (including pursuant to the Fee Letter) in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and the applicable Agent).

(c) The Borrower agrees to pay the FILO Agent, for its own account and/or the account of the FILO Term Loan Lender, the fees in the amounts and on the dates set forth in the FILO Prepetition Fee Letter (including, without limitation, subject to the Final Order, the "Make-Whole" (as defined in the FILO Prepetition Fee Letter)); provided, that the Borrower shall not make any such payment prior to the Full Payment of the Prior Revolving Obligations and the Revolving Obligations.

Section 2.10 Computation of Interest and Fees. All computations of interest on Base Rate Loans when the Base Rate is determined based on the Administrative Agent's "prime rate" shall be made on the basis of a year of 365 or 366 days, as applicable, and the actual number of days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan or such portion is paid; provided that any such Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent and the FILO Agent, as applicable, of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.11 Evidence of Indebtedness.

(a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent and the FILO Agent, acting solely for purposes of Treasury Regulation Section 5f.103-1(c), as agent for the Borrower, in each case in the ordinary course of business. The accounts or records maintained by the Administrative Agent, the FILO Agent and each Lender shall be prima facie evidence absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and other payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any

Lender and the accounts and records of the Administrative Agent and the FILO Agent, as applicable, in respect of such matters, the accounts and records of the Administrative Agent and the FILO Agent, as applicable, shall control in the absence of demonstrable error. Upon the request of any Lender made through the Administrative Agent or the FILO Agent, as applicable, the Borrower shall execute and deliver to such Lender (through the Administrative Agent FILO Agent, as applicable) a Note payable to such Lender, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), Class, amount, maturity and currency of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.11(c), each Lender, the Administrative Agent and the FILO Agent shall maintain in accordance with its usual practice accounts or records and, in the case of the Administrative Agent, entries in the Register, evidencing the purchases and sales by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by the Administrative Agent in the Register and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent in the Register shall control in the absence of demonstrable error.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.11(a) and (b), and by each Lender in its account or accounts pursuant to Section 2.11(a) and (b), shall be prima facie evidence of the amount of principal and interest due and payable or to become account or accounts, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided that the failure of the Administrative Agent, the FILO Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement and the other Loan Documents.

Section 2.12 Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office and in immediately available funds not later than 2:00 p.m. on the date specified herein or such later time as the Administrative Agent may otherwise determine in its reasonable discretion. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Applicable Lending Office. Unless otherwise agreed by the Administrative Agent, all payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that if such extension would cause payment of interest on or principal of Term SOFR Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(c) 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 or any L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. With respect to any payment that the Administrative Agent makes for the account of the Lenders or any L/C Issuer hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount") : (1) the Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders or the applicable L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender or such L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate

determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this clause (c) shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Lenders hereunder to make Loans and to fund participations in Letters of Credit are several and not joint. The failure of any Lender to make any Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or purchase its participation.

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(g) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.06. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Pro Rata Share of the sum of (i) the Outstanding Amount of all Loans outstanding at such time and (ii) the Outstanding Amount of all L/C Obligations outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

Section 2.13 Sharing of Payments. If, other than as provided elsewhere in this Agreement, any Lender shall obtain on account of the Loans made by it, or the participation in L/C Obligations held by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share that it is owed (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase at par from the other Lenders such participations in the Loans made by them and/or subparticipations in the participations in L/C Obligations held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided that (x) if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon, (y) the provisions of this Section 2.13 shall not be construed to apply to any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), the application of cash collateral provided for in Section 2.15, or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in L/C Obligations to any assignee or participant and (z) the provisions of this Section 2.13 shall not be construed to apply to any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans or Commitments of that Class or any increase in any pricing term, including any fee, discount or premium in respect of Loans or Commitments of Lenders that have consented to any such extension to the extent such transaction is permitted hereunder. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of demonstrable error) of participations purchased under this Section 2.13 and will in each case notify the

Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Revolving Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Revolving Obligations purchased. For purposes of clause (b)(i) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 2.13 shall be treated as having acquired such participation on the date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) and/or Loan(s) to which such participation relates.

Section 2.14 [Reserved.]

Section 2.15 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then for so long as such Lender is a Defaulting Lender:

(a) The Unused Commitment Fee shall cease to accrue on any of the Revolving Credit Commitments of such Defaulting Lender pursuant to Section 2.09(a);

(b) the Commitment and Outstanding Amount of Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.01); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately when compared to the other affected Lenders, or increases or extends the Commitment of such Defaulting Lender, shall require the consent of such Defaulting Lender;

(c) any payment of principal, interest, fees or other amounts received by the Administrative Agent or the FILO Agent, as applicable, for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent or the FILO Agent, as applicable, as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent or the FILO Agent, as applicable, 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 that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, 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 that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Default or Event of Default exists, to the payment of any amounts owing to any Loan Party as a result of any judgment of a court of competent jurisdiction obtained by any Loan Party against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that, if such payment is a payment of the principal amount of any Loans, such payment shall be applied solely to pay the relevant Loans of the relevant non-Defaulting Lenders on a pro rata basis prior to being applied in the manner set forth in this clause (c);

(d) if any L/C Obligations exist at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the L/C Obligations of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Pro Rata Shares but only to the extent the sum of all non-Defaulting Lenders' Revolving Credit Exposures does not exceed the total of all non-Defaulting Lenders' Commitments, and subject to Section 10.21, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within three (3) Business Days following notice by the Administrative Agent, Cash Collateralize for the benefit of the L/C Issuer only the Borrower's obligations corresponding to such Defaulting Lender's L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.03(f) for so long as such L/C Obligations are outstanding;

(iii) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's L/C Obligations pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.03(g) with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are Cash Collateralized;

(iv) if the L/C Obligations of the non-Defaulting Lenders are reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.09(b) and 2.10 shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Shares; and

(v) if all or any portion of such Defaulting Lender's L/C Obligations is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the L/C Issuer or any other Lender hereunder, all letter of credit fees payable under Section 2.03(g) with respect to such Defaulting Lender's L/C Obligations shall be payable to the L/C Issuer until and to the extent that such L/C Obligations are reallocated and/or Cash Collateralized; and

(e) so long as (i) such Lender is a Defaulting Lender and (ii) a reallocation pursuant to clauses (d)(i) or (d)(ii) above cannot be effectuated, the L/C Issuer shall not be required to issue, amend or increase any Letter of Credit, unless it has received assurances reasonably satisfactory to it that non-Defaulting Lenders will cover the related exposure and/or cash collateral will be provided by the Borrower in accordance with Section 2.15(d), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.15(d) (and such Defaulting Lender shall not participate therein).

(f) In the event that the Administrative Agent, the Borrower and the L/C Issuer each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the L/C Obligations of the Revolving Credit Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Credit Commitment and on such date such Lender shall purchase at par such of the Loans of the other Revolving Credit Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; provided, further, that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

## ARTICLE III

## TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

Section 3.01 Taxes.

(a) Except as required by applicable Laws, any and all payments by or on account of any Loan Party to or for the account of any Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any Taxes. If any applicable Withholding Agent shall be required by any applicable Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to any Agent or any Lender, (i) if such Taxes are Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after all required deductions have been made (including deductions applicable to additional sums payable under this Section 3.01), each of such Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) such applicable Withholding Agent shall make such deductions, (iii) such applicable Withholding Agent shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Laws, and (iv) within thirty (30) days after the date of any such payment by such applicable Withholding Agent (or, if receipts or evidence are not available within thirty (30) days, as soon as possible thereafter), such applicable Withholding Agent shall furnish to Borrower and the Administrative Agent, as applicable, the original or a facsimile copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent.

(b) In addition, the Loan Parties agree to timely pay all Other Taxes.

(c) Without duplication of any amounts payable pursuant to Section 3.01(a) or Section 3.01(b), the Loan Parties shall indemnify each Agent and each Lender for (i) the full amount of Indemnified Taxes (including any Indemnified Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 3.01) payable by, or withheld or deducted from amounts payable to, such Agent or such Lender and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower 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. Payment under this Section 3.01(c) shall be made within ten (10) days after the date such Lender or such Agent makes a demand therefor.

(d) If any Lender or Agent determines, in its reasonable discretion, that it has received a refund in respect of any Taxes as to which indemnification or additional amounts have been paid to it by a Loan Party pursuant to this Section 3.01, it shall promptly remit such refund as soon as practicable (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund) to the applicable Loan Party, net of all reasonable out-of-pocket expenses (including any Taxes) of the Lender or Agent, as the case may be and without interest (other than any interest paid by the relevant taxing authority with respect to such refund); provided that the applicable Loan Party, upon the request of the Lender or Agent, as the case may be, agrees promptly to return such refund, along with any applicable interest, additions to tax and penalties imposed by the relevant Governmental Authority, to such party in the event such party is required to repay such refund to the relevant Governmental Authority. Such Lender or Agent, as the case may be, shall, at the applicable Loan Party's prior written request, provide the applicable Loan Party with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Lender or Agent may delete any information therein that such Lender or Agent reasonably deems confidential). Nothing contained herein shall interfere with the right of a Lender or Agent to arrange its tax affairs in whatever manner it thinks fit nor oblige any Lender or Agent to claim any tax refund or to make available its tax returns or disclose any information relating to its tax affairs or any computations in respect thereof or require any Lender or Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled, and in no event will a Lender or Agent be required to pay any amount to a Loan Party pursuant to this Section 3.01(d) the payment of which would place the Lender or Agent in a less favorable net after-Tax position than the Lender or Agent would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid.

(e) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.01(a) or (c) with respect to such Lender it will, if requested in writing by the Borrower, use commercially reasonable efforts (subject to legal and regulatory restrictions) to designate another Applicable Lending Office for any Loan affected by such event if such designation would, in the judgment of such Lender, eliminate or reduce amounts payable pursuant to Section 3.01(a) or (c) in the future; provided that such efforts are made on terms that, in the judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section 3.01(e) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Section 3.01(a) or (c).

(f) Each Lender shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any documentation prescribed by applicable Laws or reasonably requested by the Borrower or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or reduction in, any withholding Tax with respect to any payments to be made to such Lender under any Loan Document. In addition, each Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Laws 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. Each such Lender shall, whenever a lapse in time or change in circumstances renders any such documentation (including any documentation specifically referenced below) expired, obsolete or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

Without limiting the generality of the foregoing:

(i) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding; and

(ii) Each Lender that is not a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter when required by law or upon the reasonable request of the Borrower or the Administrative Agent) the following, as applicable:

(A) two properly completed and duly signed copies of Internal Revenue Service Form W-8BEN or Form W-8BEN-E (or any successor forms), as applicable, claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(B) two properly completed and duly signed copies of Internal Revenue Service Form W-8ECI (or any successor forms),

(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate, in substantially the form of Exhibit K (any such certificate a "United States Tax Compliance Certificate"), or any other form approved by the Administrative Agent, to the effect that such Lender is not (1) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (2) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code or (3) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and that no payments in connection with the Loan Documents are effectively connected with such Lender's conduct of a U.S. trade or business and (y) two properly completed and duly signed copies of Internal Revenue Service Form W-8BEN or Form W-8BEN-E (or any successor forms), as applicable, or

(D) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership, or is a Lender that has granted a participation), Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by a Form W-8ECI, Form W-8BEN (or Form W-8BEN-E, as applicable), United States Tax Compliance Certificate, Form W-9, Form W-8IMY (or other successor forms) or any other required information from each beneficial owner, as applicable (provided that if the Lender is a partnership (and not a participating Lender) and one or more beneficial owners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such beneficial owner(s)).

Notwithstanding any other provision of this clause (f), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(g) 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, to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 3.01, include any L/C Issuer.

(i) On or before the date the FILO Agent (or any successor to the Administrative Agent or the FILO Agent) becomes a party to this Agreement, the FILO Agent (or such successor agent) shall, deliver to the Borrower whichever of the following is applicable: (i) if such agent is a U.S. person, two executed copies of IRS Form W-9 certifying that such agent is exempt from U.S. federal backup withholding or (ii) if such agent is not a U.S. person, (A) with respect to payments received for its own account, two executed copies of IRS Form W-8ECI and (B) with respect to payments received on account of any Lender, two executed copies of IRS Form W-8IMY (together with all required accompanying documentation) certifying that such agent is a U.S. branch and may be treated as a U.S. person for purposes of applicable U.S. federal withholding Tax. At any time thereafter, such agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the reasonable request of the Borrower.

Section 3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loan and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 3.05. Each Lender agrees to designate a different Applicable Lending Office if such designation will avoid the need for any such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 3.03 Inability to Determine Rates.

(a) If the Administrative Agent determines that adequate and reasonable means do not otherwise exist for determining Term SOFR in connection with an existing or proposed Base Rate Loan that is a Revolving Credit Loan, the Administrative Agent will promptly so notify the Borrower and each Lender.

Thereafter, in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Base Rate, the utilization of the Term SOFR component in determining the Base Rate shall be suspended, in each case until the Administrative Agent revokes such notice.

(b) [Reserved]

(c) If prior to the first day of a calendar month regarding any reference to the Term SOFR, the FILO Agent reasonably determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining Term SOFR, the FILO Agent shall give notice thereof to a Responsible Officer of the Borrower by telephone or telecopy as promptly as practicable thereafter and, until the FILO Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist the FILO Term Loan shall bear interest with reference to the Base Rate and such interest shall be calculated as provided in Section 2.08(d).

(d) For purposes of this Section 3.03, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in Dollars shall be excluded from any determination of Required Lenders.

Section 3.04 Increased Cost and Reduced Return; Capital Adequacy.

(a) If any Lender determines that as a result of any Change in Law, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Term SOFR Loan or participating in Letters of Credit or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 3.04(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes, (ii) taxes described in clauses (b) through (d) of the definition of "Excluded Taxes," (iii) Connection Income Taxes or (iv) reserve requirements contemplated by Section 3.04(c)), then from time to time within fifteen (15) Business Days after demand by such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.06), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that a Change in Law regarding capital adequacy after the Closing Date has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.06), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within fifteen (15) days after receipt of such demand.

(c) The Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including eurocurrency funds or deposits, additional interest on the unpaid principal amount of each Term SOFR Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of demonstrable error), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Term SOFR Loans, such actual additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent demonstrable error) which in each case shall be due and payable on each date on which interest is payable on such Loan; provided the Borrower shall have received at least fifteen (15) days' prior notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender. If a Lender fails to give notice fifteen (15) days prior to the relevant interest payment date, such additional interest or cost shall be due and payable fifteen (15) days after receipt of such notice.

(d) Subject to Section 3.06(b), failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation.

(e) If any Lender requests compensation under this Section 3.04, then such Lender will, if requested by the Borrower, use commercially reasonable efforts to designate another Applicable Lending Office for any Loan or Letter of Credit affected by such event; provided that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage; and provided, further, that nothing in this Section 3.04(e) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Section 3.04(a), (b), (c) or (d).

(f) Notwithstanding anything in this Section 3.04 to the contrary, no Lender shall request compensation pursuant to this Section 3.04 unless such Lender is generally seeking compensation from other borrowers in the U.S. asset based lending market with respect to its similarly affected loans under agreements with such borrowers having provisions similar to this Section 3.04.

Section 3.05 Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any actual loss, cost or expense (but excluding, for the avoidance of doubt, any lost profits) incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Term SOFR Loan on a day other than the last day of the Interest Period for such Loan; or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan (other than a Base Rate Loan) on the date or in the amount notified by the Borrower;

including any actual loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees actually paid to terminate the deposits from which such funds were obtained. The Borrower shall also pay or cause to be paid any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating the amounts payable by Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term SOFR Loan made by it at Term SOFR for such Loan by a matching deposit or other borrowing in the interbank market for a comparable amount and for a comparable period, whether or not such Term SOFR Loan was in fact so funded.

Section 3.06 Matters Applicable to All Requests for Compensation.

(a) Any Agent or any Lender claiming compensation under this Article III shall deliver a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of demonstrable error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 3.01, Section 3.02, Section 3.03 or Section 3.04, the Borrower shall not be required to compensate such Lender for any amount incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrower of the event that gives rise to such claim; provided that if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation by the Borrower under Section 3.04, the Borrower may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue Term SOFR Loans from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.06(c) shall be applicable); provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue any Term SOFR Loan from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans shall be suspended pursuant to Section 3.06(b) hereof, such Lender's Term SOFR Loans shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Term SOFR Loans (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Term SOFR Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Term SOFR Loans shall be applied instead to its Base Rate Loans; and

(ii) all Loans that would otherwise be made or continued from one Interest Period to another by such Lender as Term SOFR Loans shall be made or continued instead as Base Rate Loans and all Base Rate Loans of such Lender that would otherwise be converted into Term SOFR Loans shall remain as Base Rate Loans.

(d) If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to the conversion of such Lender's Term SOFR Loans pursuant to this Section 3.06 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Term SOFR Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted to Term SOFR Loans on the first day(s) of the next succeeding Interest Period(s) for such outstanding Term SOFR Loans to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Term SOFR Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Commitments.

Section 3.07 Replacement of Lenders under Certain Circumstances.

(a) If at any time (i) any Lender requests reimbursement for amounts owing pursuant to Section 3.01 (and such Lender has declined or is unable to designate a different lending office in accordance with Section 3.01(e)) or Section 3.04 as a result of any condition described in such Sections or any Lender ceases to make Term SOFR Loans as a result of any condition described in Section 3.02, or Section 3.04, (ii) any Lender becomes a Defaulting Lender or (iii) any Lender is a Non-Consenting Lender, then the Borrower may, on prior written notice to the Administrative Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.07(b) (with the assignment fee to be waived by the Administrative Agent in such instance) all of its rights and obligations under this Agreement (or, with respect to clause (iii) above, all of its rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, waiver or amendment) to one or more Eligible Assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender or other such Person.

(b) Any Lender being replaced pursuant to Section 3.07(a) above shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans and participations in L/C Obligations, as applicable; provided that the failure of any such Lender to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be recorded in the Register and (ii) deliver Notes, if any, evidencing such Loans to the Borrower or Administrative Agent. Pursuant to such Assignment and Assumption, (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Commitment and outstanding Loans and participations in L/C Obligations, as applicable, (B) all obligations of the Borrower owing to the assigning Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with such assignment and assumption, and any amounts owing to the assigning Lender (other than a Defaulting Lender) under Section 3.05 as a consequence of such assignment shall have been paid by the Borrower to the assigning Lender and (C) upon such payment, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender.

(c) Notwithstanding anything to the contrary contained above, any Lender that acts as an L/C Issuer may not be replaced hereunder at any time that it has any Letter of Credit outstanding hereunder unless arrangements reasonably satisfactory to such L/C Issuer (including the furnishing of a back-up standby letter of credit in form and substance, and issued by an issuer, reasonably satisfactory to such L/C Issuer, or the depositing of cash collateral into a cash collateral account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to each such outstanding Letter of Credit and the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.09.

(d) In the event that (i) the Borrower or the Administrative Agent has requested that the Lenders consent to a departure, termination, discharge or waiver of any provisions of the Loan Documents or agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 or all or all affected Lenders with respect to a certain Class of the Loans, or with respect to the Credit Facility as a whole and (iii) the Required Lenders have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender".

(e) Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 3.07 may be effected pursuant to an Assignment and Assumption executed by

the Borrower, the Administrative Agent and the assignee and that the Lender making such assignment need not be a party thereto.

Section 3.08 Survival. All of the Borrower's obligations under Section 3.01, Section 3.04, Section 3.06 and Section 3.07 shall survive resignation or replacement of the Administrative Agent or the FILO Agent, any assignment of rights by, or the replacement of, a Lender, termination of the Aggregate Commitments and repayment, satisfaction or discharge of all other Obligations hereunder.

Section 3.09 Super Priority Nature of Obligations and Collateral Agent's Liens; Payment of Obligations.

(a) The priority of the Collateral Agent's Liens on the Collateral, claims and other interests shall be as set forth in the Interim Order and the Final Order (and, in the case of the Canadian Collateral, the Canadian Orders).

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

## ARTICLE IV

## CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

Section 4.01 Conditions Precedent to Effectiveness of this Agreement. In addition to the conditions set forth in Section 4.02, this Agreement, including the agreement of each Lender to make its initial Credit Extension on the Closing Date is subject to satisfaction of the following conditions precedent, all in form and substance reasonably satisfactory to the Administrative Agent:

(a) The Administrative Agent's and Lenders' receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party:

(i) executed counterparts of this Agreement and the Guaranty;

(ii) each Collateral Document set forth on Schedule 1.01A required to be executed on the Closing Date as indicated on such schedule, duly executed by each Loan Party thereto, together with arrangements reasonably satisfactory to the Administrative Agent shall have been made for the execution, delivery and filing of such Collateral Documents;

(iii) certificates substantially in the form of Exhibit I for the Borrower and each Guarantor which attach (A) resolutions or other action documentation, (B) incumbency certificates, (C) Organization Documents and (D) good standing certificates;

(iv) a legal opinion from Kirkland & Ellis LLP, as special Delaware and New York counsel to the Loan Parties and a legal opinion from Osler, Hoskin & Harcourt LLP, special Canadian counsel to the Loan Parties, in each case, addressed to the Administrative Agent and the Lenders as of the Closing Date, in form and substance satisfactory to the Administrative Agent;

(v) Committed Loan Notice and/or Letter of Credit Application, as applicable, in each case, relating to the initial Credit Extension;

(vi) for the account of each Lender requesting a Note, a Note executed by the Borrower;

(vii) a certificate or certificates executed by a Responsible Officer of the Borrower as of the Closing Date certifying (i) that the conditions specified in Section 4.01(c), (h), (i), (j), (k), (m) (other than the

first sentence thereof), (o), and (p), 4.02(b) and 4.02(c) have been satisfied and (ii) as to the matters referred to in Section 4.02(f);

(viii) executed counterparts of the Fee Letter;

(ix) Florida Affidavits as to Out-of-State Execution and Delivery by the officers of Borrower and Blueprint; and

(x) each other Loan Document required by the Administrative Agent and the Lenders to be delivered on or prior to the Closing Date, and each such Loan Document shall have been duly executed and delivered to the Administrative Agent by each of the signatories thereto.

(b) All fees and expenses (including, without limitation, all fees, charges and disbursements of counsel to the Agents) required to be paid hereunder or pursuant to the Fee Letter, in the case of expenses, to the extent invoiced at least one (1) Business Day prior to the Closing Date (except as otherwise agreed by the Borrower), shall, substantially concurrently with the initial Credit Extension, have been paid (which amounts, with the exception of fees, charges and disbursements of counsel to the Agents, may, at the Borrower's option, be offset against the proceeds of the Loans borrowed on the Closing Date).

(c) Since the Petition Date, there shall have not occurred any event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect

(d) (i) The Administrative Agent shall have received at least three (3) Business Days prior to the date of the initial Borrowing all documentation and other information about the Borrower and the Guarantors as has been reasonably requested in writing at least five (5) Business Days prior to the Closing Date by the Administrative Agent and that the Administrative Agent reasonably determines is required by U.S. regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act and (ii) any Loan Party that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall have delivered at least five (5) Business Days prior to the Closing Date, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party.

(e) The Borrower shall have delivered to the Administrative Agent a Borrowing Base Certificate dated as of April 17, 2023, relating to the week ended on April 15, 2023, and executed by a Responsible Officer of the Borrower, showing Excess Availability not less than $12,954,000.

(f) Administrative Agent shall be satisfied with the amount, types and terms and conditions of all insurance maintained by the Loan Parties.

(g) [Reserved]

(h) Except for actions, suits, proceedings, investigations, claims or disputes stayed by Section 362 of the Bankruptcy Code or the CCAA, there shall be no actions, suits, proceedings, investigations, claims or disputes pending or, to the knowledge of the Loan Parties, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of their Domestic Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document or (b) could reasonably be expected to result in a Material Adverse Effect.

(i) Since the Petition Date, other than those customarily resulting from the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings, and changes contemplated in the Approved Budget delivered to the Administrative Agent, there shall have been no material increase in the liabilities, liquidated or contingent, of the Loan Parties taken as a whole or material decrease in the assets of the Loan Parties taken as a whole.

(j) No Default or Event of Default shall have occurred and be continuing or shall arise hereunder immediately after giving effect to this Agreement and the transactions contemplated hereby.

(k) Other than those resulting from the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings, since the Petition Date there shall have been no adverse change in the ability of the Administrative Agent and the Lenders to enforce the Loan Documents, the Prior Loan Documents, the Obligations and the Prior Obligations of the Loan Parties hereunder. Subject to the Orders (and, in the case of the Canadian Collateral, the Canadian Orders), Administrative Agent shall be satisfied that the Interim Order and the other Collateral Documents shall be effective to create in favor of the Administrative Agent a legal, valid and enforceable first priority security interest in and Lien upon the Collateral and shall have received Lien searches and other evidence reasonably satisfactory to the Administrative Agent that such Liens are the only Liens upon the Collateral, except Liens permitted pursuant to Section 7.01.

(l) The Administrative Agent and the FILO Agent shall have received the Approved Budget.

(m) (i) The Court shall have entered the Interim Order and such order shall be in form and substance satisfactory to the Administrative Agent in its sole discretion, be in full force and effect, and shall not have been reversed, modified, stayed or vacated absent prior written consent of the Administrative Agent; (ii) the Administrative Agent shall have received drafts of the "first day" pleadings for the Chapter 11 Cases, in each case, in form and substance reasonably satisfactory to the Administrative Agent, not later than a reasonable time in advance of the Petition Date for Administrative Agent's counsel to review and analyze the same; (iii) all motions, orders (including the "first day" orders) and other documents to be filed with or submitted to the Court on the Petition Date shall be in form and substance reasonably satisfactory to the Administrative Agent; and (iv) all "first day" orders shall have been approved and entered by the Court. No trustee, examiner or receiver shall have been appointed or designated with respect to the Loan Parties' business, properties or assets and the Court shall not have entered any order granting any party, other than the Loan Parties, control over any Collateral (other than a de minimis portion of the Collateral).

(n) The Loan Parties shall have established or shall maintain the cash management systems described in Section 6.18, and the Loan Parties shall have taken all steps necessary to comply with the Cash Management Order. The Credit Parties acknowledge that the cash management systems in effect on the Petition Date are acceptable.

(o) No trustee, examiner, or receiver shall have been appointed or designated with respect to the Loan Parties' business, properties or assets and the Court shall not have entered any order granting any party, other than the Loan Parties, control over any Collateral.

(p) The sale of the Loan Parties' Inventory at all Store locations pursuant to the Consulting Agreement shall have commenced.

Without limiting the generality of the provisions of Section 9.03, for purposes of determining compliance with the conditions specified in this Section, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable to or satisfactory to a Lender, unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension is subject to the following conditions precedent:

(a) the Administrative Agent and, if applicable, the relevant L/C Issuer shall have received a Committed Loan Notice or a Letter of Credit Application, as applicable, in accordance with the requirements hereof;

(b) all representations and warranties contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(c) after giving effect to the Revolving Credit Loans or Letters of Credit requested to be made or issued on any such date and the use of proceeds thereof, the sum of the Total Revolving Outstandings plus the Outstanding Amount of all Prior Revolving Credit Loans and Prior L/C Obligations shall not exceed the Maximum Credit at such time;

(d) no Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom;

(e) the Borrower shall have paid the balance of all fees and expenses then due and payable hereunder; and

(f) (i) the Interim Order shall have been entered or the Final Order shall have been entered following the expiration of the Interim Order; (ii) the Interim Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended without the Administrative Agent's consent and shall otherwise be in full force and effect; (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Debtor or any of their Subsidiaries; and (iv) no appeal of the Interim Order or the Final Order, as applicable, shall have been timely filed.

Each request for a Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(b) through (f) have been satisfied on and as of the date of the applicable Credit Extension.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Agents and the Lenders that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each other Restricted Subsidiary (a) is a Person duly incorporated, organized or formed, and validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) in the case of each Loan Party, execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws, orders, writs, injunctions and orders and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (b)(i), (c), (d) or (e), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. Subject to the entry of the Interim Order or Final Order, as applicable, and, in the case of the Canadian Collateral, the Canadian Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) conflict with or contravene the terms of any of such Person's Organization Documents, (b) result in any breach or contravention of, or the creation of any Lien under (other than under the Loan Documents), or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law; except with respect to any conflict, breach or contravention or payment or violation (but not creation of Liens) referred to in clauses (b) or (c), to the extent that such conflict, breach, contravention or payment or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. Except for to the entry of the Interim Order or Final Order, as applicable, and, in the case of the Canadian Collateral, the Canadian Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other

Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents or the perfection of the Liens created under the Collateral Documents, except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect or (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.04 Binding Effect. Each Loan Party has duly executed and delivered each Loan Document to which it is a party and upon entry of the Interim Order or Final Order, as applicable, each such Loan Document constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms and the Interim Order or Final Order, as applicable, and, in the case of the Canadian Collateral, the Canadian Orders, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, Bail-In Action and other similar laws relating to or affecting creditors' rights generally and by general principles of equity (whether considered in a proceeding in equity or law).

Section 5.05 Financial Statements; No Material Adverse Effect.

(a) The annual financial statements and other unaudited financial statements, including balance sheets and related statements of income, cash flow and shareholder's equity, that have been and are hereafter delivered to the Administrative Agent and the Lenders were (or will be) prepared in good faith based upon assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects the consolidated financial position of Holdings and its Subsidiaries as at the date of such financial statements and their results of operations for the periods covered thereby.

(b) Since the Petition Date, other than those resulting from the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings, and changes contemplated in the Borrower's business plan delivered to the Administrative Agent, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

Each Lender and the Administrative Agent hereby acknowledges and agrees that the Borrower (or Holdings) and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP or the interpretation thereof, and that such restatements will not result in a Default under the Loan Documents (including any effect on any conditions required to be satisfied on the Closing Date) to the extent that the restatements do not reveal any material omission, misstatement or other material inaccuracy in the reported information from actual results for any relevant prior period.

Section 5.06 Litigation. Except as set forth on Schedule 5.06, the Chapter 11 Cases and the Canadian Recognition Proceedings, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any Restricted Subsidiary or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.07 Ownership of Property; Liens. Each Loan Party and each of its Restricted Subsidiaries has good and defensible title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and Liens permitted under the Loan Documents and except where the failure to have such title or other interest could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.08 Environmental Compliance.

(a) There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened in writing against any Loan Party or any Restricted Subsidiary alleging violation of, or liability under, any applicable

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

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there has been no Release of Hazardous Materials by the Borrower or any Restricted Subsidiary at, on, under or from any location in a manner which would reasonably be expected to give rise to liability under applicable Environmental Laws.

(c) Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, the Loan Parties and the Restricted Subsidiaries are in compliance with all applicable Environmental Laws.

(d) Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, to the Borrower's knowledge, no conditions or facts exist that would reasonably be expected result in liability under, or impose an obligation with respect to, Environmental Law.

Section 5.09 Taxes. All federal, provincial, state, municipal, foreign and other Tax returns and reports required to be filed by, on behalf of or with respect to Holdings, the Borrower and each Restricted Subsidiary have been timely filed, and all federal, provincial, state, municipal, foreign and other Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable have been timely paid, except (a) those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (b) for failures to file or pay as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. There are no Tax audits, deficiencies, assessments or other claims with respect to Holdings, the Borrower or any Restricted Subsidiary (or their properties, income or assets) that could, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Compliance with ERISA and other Pension Laws.

(a) Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance in with the applicable provisions of ERISA, the Code and other federal or state Laws.

(b) (i) No ERISA Event has occurred; (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received from the Internal Revenue Service a favorable determination or opinion letter, which has not by its terms expired, that such Plan is so qualified, or such Plan is entitled to rely on an Internal Revenue Service advisory or opinion letter with respect to an approved master and prototype or volume submitter plan, or a timely application for such a determination or opinion letter is currently being processed by the Internal Revenue Service with respect thereto; and nothing has occurred which would prevent, or cause the loss of, such qualification; (iii) there are no pending or, to the best knowledge of the Loan Parties, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan; (iv) there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan; and (v) there is no "funding shortfall" (within the meaning of Section 430(c) of the Code or Section 303(c) of ERISA) with respect to each Pension Plan (determined as of the end of the most recently preceding plan year pursuant to the assumptions used for funding such Pension Plan for the applicable plan year in accordance with Section 430 of the Code), except, with respect to each of the foregoing clauses of this Section 5.10(b), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(c) The Borrower represents and warrants as of the Closing Date that the Borrower is not and will not be (i) an employee benefit plan subject to Title I of ERISA, (ii) a plan or account subject to Section 4975 of the Code; (iii) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (iv) a "governmental plan" within the meaning of ERISA.

Section 5.11 Subsidiaries; Equity Interests.

(a) As of the Closing Date, neither the Borrower nor any other Loan Party has any Subsidiaries other than those specifically disclosed in Schedule 5.11, and all of the outstanding Equity Interests in the Borrower and its Subsidiaries have been validly issued, and to the extent such concepts exist with respect to such Equity Interests, are fully paid and nonassessable and all Equity Interests owned by Holdings or any other Loan Party are owned free and clear of all Liens except (i) those created under the Collateral Documents and (ii) any Lien that is permitted by Section 7.01.

(b) As of the Closing Date, Schedule 5.11 (i) sets forth the name and jurisdiction of organization of each Subsidiary, (ii) sets forth the ownership interest of Holdings, the Borrower and any of their Restricted Subsidiaries in each of their Subsidiaries, including the percentage of such ownership and (iii) identifies each Person the Equity Interests of which are required to be pledged on the Closing Date pursuant to the Collateral and Guarantee Requirement.

Section 5.12 Margin Regulations; Investment Company Act.

(a) As of the Closing Date, none of the Collateral is comprised of any margin stock. No Loan Party is engaged, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Federal Reserve Board), or extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any Borrowings will be used for any purpose that violates Regulation U or Regulation X of FRB.

(b) None of the Loan Parties is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.13 Disclosure.

(a) None of the written factual information or written factual data (taken as a whole) heretofore or contemporaneously furnished by Holdings, the Borrower, any of their respective Restricted Subsidiaries or any of their respective authorized representatives in writing to any Agent or any Lender on or before the Closing Date for purposes of or in connection with this Agreement or any transaction contemplated herein contained any untrue statement of material fact or omitted to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time (after giving effect to all supplements so furnished prior to such time) in light of the circumstances under which such information or data was furnished; it being understood and agreed that for purposes of this Section 5.13(a), such factual information and data shall not include projections (including financial estimates, forecasts and other forward-looking information), pro forma financial information or information of a general economic or general industry nature.

(b) The projections contained in the information and data referred to in Section 5.13(a) were prepared in good faith based upon assumptions believed by Holdings and the Borrower to be reasonable at the time made; it being recognized by the Agents and the Lenders that such projections are as to future events and are not to be viewed as facts, the projections are subject to significant uncertainties and contingencies, many of which are beyond the control of Holdings, the Borrower and the Restricted Subsidiaries, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material.

Section 5.14 Intellectual Property; Licenses; Data Privacy, Etc.

(a) Each of the Loan Parties and the other Restricted Subsidiaries own (solely and exclusively), license or possess the right to use, all Intellectual Property used in, or that are reasonably necessary for, the operation of their respective businesses as currently conducted, free and clear of all Liens (other than as permitted pursuant to Section 7.01 hereof), and without violation of the rights of any Person, except to the extent such violations, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. All such Intellectual Property rights are valid, subsisting, unexpired (where issued or registered) and enforceable, in whole or in part, except as could

not be reasonably expected to result in a Material Adverse Effect. The operation of the businesses of the Loan Parties and the other Restricted Subsidiaries do not infringe upon any rights held by any Person, except for such infringements, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any such Intellectual Property is pending, or threatened in writing, against any Loan Party or Restricted Subsidiary, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower, no Person has violated, infringed upon or breached, or is currently violating, infringing upon or breaching, any of the Intellectual Property rights of the Loan Parties and other Restricted Subsidiaries, except where those breaches, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

(b) Each of the Loan Parties have materially complied with (i) all applicable Privacy Laws, (ii) all of the Loan Parties' policies and notices regarding Personal Information, and (iii) all of the Loan Parties' contractual obligations with respect to Personal Information. None of the Loan Parties have received any written notice of any claims of or investigations related to, or been charged with, the material violation of any Privacy Laws, applicable privacy policies, or contractual commitments with respect to Personal Information. Each of the Loan Parties have implemented and at all times maintained reasonable technical and organizational safeguards to protect Personal Information and other confidential data in their possession or under their control against loss, theft, or unauthorized access, use, modification, alteration, destruction or disclosure. To the knowledge of the Borrower, there have been no material breaches, security incidents, or unauthorized access to or disclosure of any Personal Information in the possession or control of any Loan Party.

Section 5.15 [Reserved].

Section 5.16 Collateral Documents. Subject to the entry of the Interim Order or Final Order, as applicable, and, in the case of the Canadian Collateral, the Canadian DIP Recognition Order, the Collateral Documents shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties legal, valid and enforceable Liens on, and security interests in, the Collateral and the proceeds thereof, and (a) when all financing statements and other appropriate filings or recordings are made in the appropriate offices as may be required under applicable Laws (which filings or recordings shall be made to the extent required hereunder or by any Collateral Document) and (b) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required hereunder or by any Collateral Document), such Collateral Documents will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral, in each case with the priority set forth in the applicable order.

Section 5.17 Use of Proceeds. The proceeds of Loans made hereunder and of Letters of Credit issued hereunder will be used by the Borrower, solely on or after the Closing Date, to fund the Chapter 11 Cases and the Canadian Recognition Proceedings in accordance with the Orders and the Canadian Orders, and the Approved Budget (subject to variances permitted hereunder), and for the financing of the Borrower's and its Restricted Subsidiaries' ordinary working capital, letters of credit and other general corporate needs including the payment of certain fees and expenses of professionals retained by the Loan Parties, subject to the Carve Out, and for certain other Pre-Petition and pre-filing expenses that are approved by the Court (including adequate protection payments, if any) and permitted by the Approved Budget (subject to variances permitted hereunder) and to pay the Prior Lender Obligations, including as provided in Sections 2.01(e) and 2.05. Loan Parties shall not be permitted to use the proceeds of the Loans, Letters of Credit or any cash collateral in contravention of the provisions of the Loan Documents, the applicable Order, the Canadian Orders or the applicable insolvency laws, including any restrictions or limitations on the use of proceeds contained therein. Nothing in this Agreement, including this Section 5.17, shall prohibit the Post-Petition payment of Prior Lender Obligations, including principal, interest, fees, penalties or recoverable costs, due and payable in connection with the Pre-Petition Credit Agreement with the proceeds of the Collateral (as defined herein) or Collateral (as defined in the Pre-Petition Credit Agreement).

Section 5.18 Senior Indebtedness. The Obligations constitute "Senior Indebtedness" (or similar or comparable term) of the Borrower under any agreement, indenture or instrument pursuant to which any Subordinated Debt is Incurred.

Section 5.19 Patriot Act.

(a) Neither the Borrower nor any other Loan Party is in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing, effective September 23, 2001 and the USA PATRIOT Act.

(b) The use of proceeds of the Loans will not violate the Trading with the Enemy Act, as amended, or any of the foreign asset control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V).

Section 5.20 FCPA. No part of the proceeds of the Loans will be used, directly, or, to the knowledge of the Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage for any person, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, the Corruption of Foreign Public Officials Act of Canada, or any other applicable anti-corruption law.

Section 5.21 Sanctioned Persons.

(a) None of Holdings, the Borrower or any Restricted Subsidiary is, or any of their respective directors, officers, employees, or agents is, or is owned or controlled by any individual or entity that is, currently the subject or target of any Sanctions, including those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department or the U.S. Department of State or included on OFAC's List of Specially Designated National's, HMT's Consolidated List of Financial Sanctions Targets and Investment Ban List, or any similar list enforced by any other relevant Sanctions authority, or located, organized, or resident in a Designated Jurisdiction.

(b) The Borrower will not directly or indirectly, use the proceeds of the Loans in any manner that will result in a violation by any Lender of any Sanctions.

(c) The Loan Parties and their Restricted Subsidiaries have conducted their business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the Corruption of Foreign Public Officials Act of Canada and other similar anti-corruption legislation in other jurisdictions and with Sanctions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

Section 5.22 No Default. Other than any default arising as a result of the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings, neither any Loan Party nor any Restricted Subsidiary thereof is in default under or with respect to, or a party to, any Contractual Obligation that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document. Since the Petition Date, no Default or Event of Default has occurred and is continuing.

Section 5.23 Insurance. The properties of the Borrower and its Restricted Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in the same or similar businesses and owning similar properties in localities where the applicable Loan Party or the applicable Restricted Subsidiary operates. The general liability, casualty, property, terrorism and business interruption insurance coverage of the Loan Parties as in effect on the Closing Date, is outlined as to carrier, policy number, expiration date, type, amount and deductibles on Schedule 5.23 and such insurance coverage complies with the requirements set forth in this Agreement and the other Loan Documents.

Section 5.24 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of its Restricted Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.25 Labor Matters. There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Borrower or any of its Restricted Subsidiaries as of the Closing Date.

Section 5.26 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

Section 5.27 Beneficial Ownership Certificate. As of the Closing Date, the information included in the Beneficial Ownership Certification, if applicable, is true and correct in all respects.

Section 5.28 Eligible Accounts. As of the date of any Borrowing Base Certificate, the Accounts included in the calculation of Eligible Accounts and Eligible Credit Card Receivables on such Borrowing Base Certificate satisfy in all material respects the requirements of an "Eligible Account" or "Eligible Credit Card Receivable", as applicable, hereunder.

Section 5.29 Eligible Inventory. As of the date of any Borrowing Base Certificate, the Inventory included in the calculation of Eligible Inventory, Eligible In-Transit Inventory and Eligible Letter of Credit Inventory on such Borrowing Base Certificate satisfy in all material respects the requirements of an "Eligible Inventory", "Eligible In-Transit Inventory" or "Eligible Letter of Credit Inventory", as applicable, hereunder.

Section 5.30 [Reserved].

Section 5.31 Approved Budget. The Borrower has heretofore furnished to the Administrative Agent and the FILO Agent the Approved Budget and such Approved Budget was prepared in good faith upon assumptions the Borrower believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Borrower, no facts exist that (individually or in the aggregate) would result in any material change in the Approved Budget (taking into account the variances permitted under Section 6.22(b)). The Borrower shall thereafter deliver to the Administrative Agent and the FILO Agent updates to the Approved Budget in accordance with Section 6.22.

Section 5.32 Chapter 11 Cases; Orders.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof was given for (i) the motion seeking approval of the Loan Documents and the Interim Order and Final Order, and (ii) the hearing for the entry of the Interim Order. The Debtors shall give, on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against the Loan Parties now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or Chapter 11 Cases were commenced on the Petition Date in accordance with applicable Law. The Debtors shall give, on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable, any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(l) of the Bankruptcy Code, subject to the Carve Out and the priorities set forth in the Interim Order or Final Order, as applicable.

(c) After the entry of the Interim Order (and, in the case of the Canadian Collateral, the Canadian DIP Recognition Order), and pursuant to and to the extent provided in the Interim Order and the Final Order (and, in the case of the Canadian Collateral, the Canadian DIP Recognition Order), the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral subject, as to priority, only to the Carve Out, the CCAA Charges that rank in priority to the DIP Charge on the Canadian Collateral pursuant to the Canadian Orders, and Liens securing the Indebtedness permitted pursuant to Section 7.03 to the extent set forth in the Interim Order, the Final Order and the Canadian Orders.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to entry of the Final Order) or the Final Order (with respect to the period on and after entry of the Final 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 and the FILO Agent's consent.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or the Final Order, and, in the case of the Canadian Collateral, the Canadian Orders, as the case may be, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Administrative Agent and Lenders shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable law, without further notice, motion or application to, hearing before, or order from, the Court.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, or any Loan, any Prior Lender Obligations, or other Obligation (other than Hedging Obligations, Cash Management Obligations and contingent indemnification obligations and other contingent obligations) hereunder which is accrued and payable shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding (unless such Letters of Credit have been Cash Collateralized), Holdings and the Borrower shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02 and Section 6.03) cause each Restricted Subsidiary to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) commencing on December 31, 2023, as soon as available, but in any event within ninety (90) days after December 31 of each calendar year, an audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries and, if different, an audited consolidated balance sheet of the Borrower, its consolidated Subsidiaries and (to the extent applicable, consistent with the Borrower's historical accounting practices) consolidated joint ventures which are not Subsidiaries, in each case as at the end of the fiscal year of the Borrower ending on or about such date, and the related audited consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal year of the Borrower ending on or about such date, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, and except with respect to any reconciliation, audited and accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall (i) be prepared in accordance with generally accepted auditing standards and (ii) not be subject to any "going concern" or like qualification or any qualification as to the scope of such audit;

(b) commencing on June 30, 2023, as soon as available, but in any event, within fifty (50) days after March 31, June 30, September 30 and December 31 of each calendar year, a consolidated balance sheet of Borrower and its consolidated Subsidiaries and, if different, a consolidated balance sheet of the Borrower, and the Restricted Subsidiaries, as at the end of the fiscal quarter of the Borrower ending on or about such date, and the related (i) consolidated statements of income or operations for such fiscal quarter and for the portion of the fiscal year then ended and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended (or in lieu of such financial statements of the Borrower, and the Restricted Subsidiaries, a detailed reconciliation, reflecting such financial information for the Borrower and the Restricted Subsidiaries, on the one hand, and the Borrower and its consolidated Subsidiaries on the other hand), setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries (or, in the case of any reconciliation, the Borrower, and the Restricted Subsidiaries) in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments and to the absence of footnotes;

(c) commencing on April 30, 2023, as soon as available, but in any event, within thirty (30) days after the end of each calendar month (other than any calendar month that is the last calendar month of any fiscal quarter or

fiscal year), a consolidated balance sheet of Borrower and its consolidated Subsidiaries and, if different, a consolidated balance sheet of the Borrower, and the Restricted Subsidiaries, as at the end of the fiscal month ending on or about such date, and the related (i) consolidated statements of income or operations for such fiscal month and for the portion of the fiscal year then ended and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended (or in lieu of such financial statements of the Borrower, and the Restricted Subsidiaries, a detailed reconciliation, reflecting such financial information for the Borrower and the Restricted Subsidiaries, on the one hand, and the Borrower and its consolidated Subsidiaries on the other hand), setting forth in each case in comparative form the figures for the corresponding fiscal month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries (or, in the case of any reconciliation, the Borrower, and the Restricted Subsidiaries) in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments and to the absence of footnotes; provided that for the purposes of any information provided under this Section 6.01(c), any joint ventures may be accounted for by the equity method of accounting;

(d) concurrently with any delivery of financial statements to clause (a) or (b) above, a management's discussion and analysis; and

(e) Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of the Borrower and its consolidated Subsidiaries by furnishing (A) the applicable financial statements of any Parent Entity that holds the Equity Interests of the Borrower or (B) the Borrower's (or any Parent Entity, as applicable) Form 10-K, 10-Q, Annual Information Form and quarterly financial statements, as applicable, filed with the SEC; provided that with respect to each of clauses (A) and (B), (i) to the extent such information relates to a Parent Entity, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Borrower (or such Parent Entity), on the one hand, and the information relating to the Borrower and its consolidated Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 6.01(a), such materials are accompanied by a report and opinion an independent registered public accounting firm of nationally recognized standing, which report and opinion shall (x) be prepared in accordance with generally accepted auditing standards and (y) not be subject to any "going concern" or like qualification or any qualification as to the scope of such audit.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) [reserved];

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Borrower or Holdings (or any Parent Entity, as applicable) files with the SEC or with any Governmental Authority that may be substituted therefor (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) filed with the SEC or with any national securities exchange and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) together with the delivery of each Information Certificate pursuant to Section 6.22(c), (i) a list of Subsidiaries as of the date of delivery of such Information Certificate or a confirmation that there is no change in such information since the later of the Closing Date or the date of the last such list and (ii) such other information required by the Information Certificate;

(d) [reserved];

(e) Concurrently with delivery to any agent or lenders in respect of any Indebtedness with an outstanding principal or committed amount in excess of the Threshold Amount, copies of all financial reports, information and documents required to be delivered thereunder;

(f) with reasonable promptness, but subject to the limitations set forth in the last sentence of Section 6.09 and Section 10.08, such other information (financial or otherwise) as the Administrative Agent on its own behalf or on behalf of any Lender may reasonably request in writing from time to time; and

(g) Documents required to be delivered pursuant to Section 6.01(a), (b), (c) and (e) and Section 6.02(b) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon written request by the Administrative Agent, the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (B) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding the foregoing, if requested by the Administrative Agent, the Borrower shall deliver originally executed Information Certificates to the Administrative Agent (in addition to the electronic copies pursuant to the foregoing). Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

Section 6.03 Notices. Promptly after a Responsible Officer obtains actual knowledge thereof, notify (or furnish to in the case of Section 6.03(p)) the Administrative Agent and the FILO Agent:

(a) of the occurrence of any Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto;

(b) of any litigation or governmental proceeding (including, without limitation, pursuant to any applicable Environmental Laws) pending against the Borrower or any of the Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect;

(c) of the occurrence of any ERISA Event that would reasonably be expected to have a Material Adverse Effect;

(d) of the addition of a new L/C Issuer pursuant to Section 2.03(j);

(e) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(f) of (i) any disposition of property, other than the sale of inventory in the ordinary course of business, involving a Fair Market Value in excess of $1,000,000, (ii) any incurrence of Indebtedness with a principal amount in excess of $1,000,000, and (iii) any issuance of Equity Interests by any Loan Party;

(g) any change in the information provided in a Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification, a written notice specifying any such change;

(h) of receipt of, and provide copies of any notice of default received in respect of, any Indebtedness with a principal amount in excess of $1,000,000;

(i) any change, withdrawal, termination or "watchlisting" from any Rating Agency then rating the Loans;

(j) of receipt of, and provide copies of, all management letters and other material reports submitted to any of the Loan Parties or their Subsidiaries by their independent accountants in connection with any of their financial statements;

(k) any default, event of default or termination under any material warehouse or store lease of the Borrower or any of its Restricted Subsidiaries, other than as previously disclosed in writing to the Lenders, which would reasonably be expected to have a Material Adverse Effect;

(l) any loss, damage, or destruction to a significant portion of the Term Priority Collateral (as defined in the Intercreditor Agreement) or the Collateral, whether or not covered by insurance;

(m) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including such matters arising from (i) breach or non-performance of, or any default under, a Contractual Obligation that is not subject to the Automatic Stay of any Loan Party or any Subsidiary; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary;

(n) of the extension of the maturity dates in respect of any of the Term Loan Agreements (and any Permitted Refinancing Indebtedness with respect thereto);

(o) 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, without limitation, the USA PATRIOT Act and the Beneficial Ownership Regulation; and

(p) (1) as soon as practicable (but in no event less than one (1) day) in advance of filing with the Court or delivering to the Committee appointed in a Chapter 11 Case, if any, or to the U.S. Trustee, as the case may be, the Final Order, all other material proposed orders and pleadings related to the Chapter 11 Cases, the Pre-Petition Credit Agreement, this Agreement and the credit facilities contemplated thereby and any Plan of Reorganization and/or any disclosure statement related thereto and (2) substantially simultaneously with the filing with the Court or delivering to the Committee appointed in any Chapter 11 Case, if any, or to the U.S. Trustee, as the case may be, monthly operating reports and all other notices, filings, motions, or pleadings concerning the financial condition of the Loan Parties or their Subsidiaries or the Chapter 11 Cases that may be filed with the Court or delivered to the Committee appointed in any Chapter 11 Case, if any, or to the U.S. Trustee.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Borrower (and, if applicable, the relevant Restricted Subsidiary) setting forth details of the occurrence referred to therein and stating what action the Borrower (or, if applicable, the relevant Restricted Subsidiary) proposes to take with respect thereto.

Section 6.04 Maintenance of Existence. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization and (b) take all reasonable action to maintain all rights, privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in the case of clauses (a) and (b), (i) to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect (other than with respect to the Borrower in clause (a)) or (ii) pursuant to a transaction permitted by Section 7.04 or Section 7.05.

Section 6.05 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted, (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto in accordance with prudent industry practice, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect, (c) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect, and (d) preserve or renew all of its patents, registered trademarks, trade names and service marks, registered copyrights, and applications for any of the foregoing, in each case, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

Section 6.06 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies (in the good faith determination of the Borrower), insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and its Restricted Subsidiaries) as are customarily carried under similar circumstances by such other Persons (in the good faith determination of the Borrower). Each such policy of insurance maintained by a Loan Party shall (a) in the case of any liability insurance policy, name the Administrative Agent, on behalf of the Lenders, as an additional insured thereunder as its interests may appear and (b) in the case of each casualty insurance policy, contain a lender loss payable/mortgagee clause or endorsement that names Administrative Agent, on behalf of the Secured Parties, as a lender loss payee/mortgagee thereunder.

Section 6.07 Compliance with Laws. Comply in all respects with the requirements of all Laws and all orders, writs, injunctions, decrees and judgments applicable to it or to its business or property (including without limitation Environmental Laws, ERISA, FCPA, OFAC and the USA PATRIOT Act), except if the failure to comply therewith would not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

Section 6.08 Books and Records. Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP (or applicable local standards) consistently applied shall be made of all material financial transactions and matters involving the assets and business of the applicable Loan Party or such Restricted Subsidiary, as the case may be.

Section 6.09 Inspection Rights. Permit the Administrative Agent and each Lender, and representatives and independent contractors of the Administrative Agent and each Lender to, at the Borrower's expense visit and inspect any of its properties and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 6.09, none of the Borrower or any Restricted Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (a) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (b) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 6.10 Covenant to Guarantee Obligations and Give Security. At the Borrower's expense, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement (subject to the limitations set forth therein and in the Collateral Documents) continues to be satisfied, including:

(a) upon the formation or acquisition of any new direct or indirect Wholly Owned Domestic Subsidiary (in each case, including without limitation, upon the formation of any Subsidiary that is a Division Successor, but excluding any Excluded Subsidiary) by any Loan Party (provided that prior to any such formation or acquisition, such Loan Party shall have received the written consent of the Administrative Agent to such formation or acquisition),

(b) promptly within thirty (30) days after such formation, acquisition, designation or occurrence or such longer period as the Administrative Agent may agree in its reasonable discretion:

(i) cause each such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to duly execute and deliver to the Administrative Agent or the Collateral Agent (as appropriate) a guaranty or guaranty supplement guaranteeing the other Loan Parties' Obligations under the Loan Documents;

(ii) cause each such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to deliver any and all certificates representing Equity Interests (other than Excluded Equity Interests and only to the extent certificated) that are required to be pledged pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers or other

appropriate instruments of transfer executed in blank (or any other documents customary under local Law) and instruments evidencing the Indebtedness held by such Restricted Subsidiary and required to be pledged pursuant to the Collateral and Guarantee Requirement (including the execution of the Subordinated Intercompany Note), indorsed in blank to the Collateral Agent;

(iii) take and cause such Restricted Subsidiary and each direct or indirect parent of such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to take whatever action (including, if requested by the Administrative Agent, the recording of any Intellectual Property Security Agreement Supplements, the filing of financing statements and delivery of share and membership interest certificates, if any) may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected Liens required by the Collateral and Guarantee Requirement, enforceable against all third parties in accordance with their terms; and

(iv) cause each such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to duly execute and deliver to the Administrative Agent or the Collateral Agent (as appropriate) opinions, certificates and other documents, as reasonably requested by and in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent (it being understood and agreed that any opinions, certificates and other documents that are consistent with those delivered by the Loan Parties on the Closing Date shall be deemed to be in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent).

Section 6.11 Use of Proceeds. Use the proceeds of any Credit Extension in the manner set forth in Section 5.17.

Section 6.12 Further Assurances and Post-Closing Conditions. Subject to the limitations set forth in the definition of Collateral and Guarantee Requirement and in the Collateral Documents, promptly upon reasonable request by the Administrative Agent or the Collateral Agent, or any Lender through the Administrative Agent or Collateral Agent, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Loan Document or Collateral Document or other document or instrument relating to any Collateral, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or the Collateral Agent, or any Lender through the Administrative Agent or Collateral Agent, may reasonably request from time to time in order to grant, preserve, protect, perfect and maintain the validity and priority of security interests created or intended to be created by the Loan Documents and otherwise carry out more effectively the purposes of the Loan Documents and the Collateral Documents, and cause each of the other Loan Parties to do so.

Section 6.13 Data Privacy. Holdings and the Borrower shall, and shall cause each Restricted Subsidiary to, fully comply with the requirements of the GDPR and CCPA, as the same are applicable to the operations of such party, including by updating the websites and privacy policies of Holdings and its Restricted Subsidiaries to comply with the GDPR and the CCPA, as applicable, in all respects.

Section 6.14 Payment of Taxes and Other Obligations. Pay and discharge, as the same shall become due and payable, all of its material obligations and liabilities, including (a) all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties or assets belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, may reasonably be expected to become a lien or charge upon any properties of the Borrower or any of the Restricted Subsidiaries not otherwise permitted under this Agreement; provided that none of Holdings, the Borrower or any of the Restricted Subsidiaries shall be required to pay any such Tax which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP or which would not reasonably be expected, individually or in the aggregate, to constitute a Material Adverse Effect, (b) all lawful claims which, if unpaid, would by law become a Lien upon its property not permitted hereunder, and (c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, except as would not cause an Event of Default hereunder, in each case, other than those that have been excused or prohibited from being paid pursuant to an order of the Court or the Canadian Court, or pursuant to the Bankruptcy Code in connection with the Chapter 11 Cases or the Canadian Recognition Proceedings.

Section 6.15 Lender Conference Calls; Lender Meetings. No less than weekly, if requested by the Administrative Agent or the FILO Agent, from and after the Petition Date (at a mutually agreed location and time, or telephonically), conduct meetings with management of the Borrower and their advisors open to all Lender regarding the financing, results, operations and compliance of the Loan Parties and developments in the Chapter 11 Cases and the Canadian Recognition Proceedings.

Section 6.16 Designation as Senior Debt. Designate all Obligations as "Senior Indebtedness" (or similar or comparable term) under any agreement, indenture or instrument pursuant to which any Subordinated Debt is Incurred.

Section 6.17 KYC Information; Beneficial Ownership Regulation. Promptly following any request therefor, provide 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, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation.

Section 6.18 Cash Receipts; Cash Management.

(a) Maintain the U.S. Loan Parties' primary controlled disbursement and ACH relationship with BOA and/or its Affiliates. Each U.S. Loan Party shall have entered into an effective account control agreement (a "Deposit Account Control Agreement") with each account bank, in form and substance reasonably satisfactory to the Collateral Agent, with respect to each primary domestic concentration Deposit Account in which funds of any of the U.S. Loan Parties from Cash Receipts of the U.S. Loan Parties are deposited and a Securities Account Control Agreement for any Securities Account where securities are or may be maintained (including those existing as of the Closing Date and listed on Schedule 6.18, excluding Excluded Accounts; provided further that the Borrower shall enter into a Deposit Account Control Agreement or a Securities Account Control Agreement with respect to any such Deposit Account or Securities Account other than an Excluded Account which is established after the Closing Date, promptly and in any event within 30 days upon such establishment (or such longer period as the Administrative Agent may agree in its discretion).

(b) Each U.S. Loan Party shall (i) deposit in an Approved Deposit Account promptly upon receipt all Cash Receipts received by any U.S. Loan Party from any other Person and (ii) have delivered to the Collateral Agent Credit Card Notifications from each Credit Card Issuer and Credit Card Processor.

(c) The U.S. Loan Parties shall cause, subject to the Intercreditor Agreement, the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to the concentration account maintained by, in the name of and under the sole dominion and control of the Collateral Agent (the "Concentration Account"), of all cash receipts and collections set forth below, other than amounts in Excluded Accounts (collectively, the "Cash Receipts"):

(i) all available cash receipts from the sale of inventory and other Current Asset Collateral or casualty insurance proceeds arising from any of the foregoing;

(ii) all proceeds of collections of Accounts and Credit Card Receivables;

(iii) the then contents of each Approved Deposit Account (in each case, net of any minimum balance as may be required to be kept therein by the institution at which such Deposit Account is maintained); and

(iv) the cash proceeds of all credit card charges.

(d) The Concentration Account shall at all times be under the sole dominion and control of the Collateral Agent. The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall at all times be collateral security for all of the Obligations and (iii) the funds on deposit in the Concentration Account shall be applied as provided in this Agreement. In the event that, notwithstanding the provisions of this Section 6.18, any U.S. Loan

Party receives or otherwise has dominion and control of any Cash Receipts, such Cash Receipts shall be held in trust by such U.S. Loan Party for the Collateral Agent, shall not be commingled with any of such U.S. Loan Party's other funds or deposited in any account of such U.S. Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into the Concentration Account or dealt with in such other fashion as such U.S. Loan Party may be instructed by the Collateral Agent.

(e) [Reserved]

(f) Any amounts received in the Concentration Account shall be applied in accordance with Section 8.06.

Section 6.19 Borrowing Base Certificate; Appraisals and Field Examinations; Aging Reports.

(a) No later than 2:00 pm, Eastern time on Wednesday of each week, provide the Administrative Agent (for distribution to the Lenders) and the FILO Agent (for distribution to the FILO Term Loan Lender) with a Borrowing Base Certificate setting forth the calculation of the Revolving Borrowing Base, the FILO Borrowing Base and of Excess Availability as of Saturday of the preceding week, duly completed and executed by a Responsible Officer of the Borrower, together with all schedules required pursuant to the terms of the Borrowing Base Certificate duly completed.

(b) The Borrower shall furnish to the Administrative Agent and the FILO Agent, as applicable, any information that the Administrative Agent and the FILO Agent, as applicable, may reasonably request regarding the determination and calculation of the Revolving Borrowing Base (including a calculation of the FILO Deficiency Reserve, if any) and the FILO Borrowing Base, as applicable, including correct and complete copies of any invoices, underlying agreements, instruments or other documents and the identity of all Account Debtors in respect of Accounts referred to therein.

(c) The Borrower shall also cooperate with (and cause its Subsidiaries to cooperate with) the Administrative Agent and the FILO Agent in connection with, and the Administrative Agent may carry out, at the Borrower's expense, one (1) inventory appraisal during the term of this Agreement; provided, that at any time during the continuation of an Event of Default, the Administrative Agent may carry out, at the Borrower's expense, inventory appraisals as frequently as determined by the Administrative Agent in its reasonable discretion. At the expense of the Lenders, one (1) additional inventory appraisal may be conducted during any twelve (12) month period.

(d) The Administrative Agent may carry out investigations and reviews of each Loan Party's property at the reasonable expense of the Borrower (including field audits conducted by the Administrative Agent) (each, a "Field Examination") and the Administrative Agent may carry out, at the Borrower's expense, one (1) Field Examination during the term of this Agreement; provided, that at any time during the continuation of an Event of Default, the Administrative Agent may carry out, at the Borrower's expense, Field Examinations as frequently as determined by the Administrative Agent in its reasonable discretion. At the expense of the Lenders, one (1) additional Field Examination may be conducted during any twelve (12) month period.

(e) It is understood and agreed that the appraisals, inspections and examinations provided for in this Section 6.19 shall also be for the benefit of the FILO Agent and the FILO Term Loan Lender, and the FILO Agent shall have the right to conduct any such inspections and examinations, at the Loan Parties' expense, to the extent such any such inspections and examinations are not conducted by the Administrative Agent pursuant to this Section 6.19. Unless otherwise agreed by the FILO Agent, in its exclusive discretion, in the event the Administrative Agent does not cause at least two (2) Inventory appraisals in any twelve (12) month period, the FILO Agent may provide written notice to the Administrative Agent requesting that the Administrative Agent cause such appraisals to be conducted and, in the event that the Administrative Agent does not engage an acceptable appraiser to conduct such Inventory appraisal(s), then within thirty (30) days after receipt of such request, the Administrative Agent may engage the same acceptable appraiser as otherwise engaged by the Administrative Agent for such purposes to do so (on terms which require such acceptable appraiser to use the same methodology (including, without limitation, as to scope and assumptions) as used in the inventory appraisals conducted for the Administrative Agent) on its behalf at the expense of the Borrower. In such case, each Loan Party will, and will cause each of its Restricted Subsidiaries to, permit the acceptable appraiser engaged by the Administrative Agent to conduct, and will, and will cause each of its Restricted

Subsidiaries to, cooperate with such acceptable appraiser in connection with the subject appraisal. The Borrower irrevocably acknowledges and agrees that the results of such appraisal(s) shall be used by the Administrative Agent for determinations with respect to the applicable NOLV, the Revolving Borrowing Base and the FILO Borrowing Base, and to the extent applicable, the eligibility of Inventory to be included in the Revolving Borrowing Base and the FILO Borrowing Base, and Reserves.

(f) Deliver to the Administrative Agent and the FILO Agent, together with delivery of the Borrowing Base Certificate, (i) accounts receivables agings and accounts payable agings (including summary of both prepetition and post-petition accounts payable), (ii) an accounts payable and accrual report, in form and substance satisfactory to the Administrative Agent, and (iii) a summary of inventory by location and type with a supporting perpetual inventory report, in form and substance satisfactory to the Administrative Agent and the FILO Agent, and such other reports as requested by the DIP ABL Agent, the DIP FILO Agent and the DIP ABL Lenders.

Section 6.20 [Reserved.]

Section 6.21 Collateral Updates. Upon the request of the Administrative Agent or the FILO Agent from time to time, deliver, at the Borrower's expense, to the Agent's Advisors and their designees, in each case, in form satisfactory to the Administrative Agent any information request by the Agent's Advisors in connection with appraisals, collateral audits and/or valuations of the Collateral.

Section 6.22 Approved Budget.

(a) Use the Revolving Credit Loans and other extensions of credit by the Loan Parties under this Agreement and the other Loan Documents in accordance with the Approved Budget (subject to variances permitted hereunder). The initial Approved Budget shall depict, on a weekly basis, cash revenues, receipts, expenses, professional fees and disbursements, inventory receipts and levels, net cash flow, the Revolving Borrowing Base, the FILO Borrowing Base, Excess Availability, rent, liquidity and other items set forth therein, for the 13-week period from the Closing Date and such initial Approved Budget shall be approved by, and be in form and substance satisfactory to, the Administrative Agent and the FILO Agent in their sole discretion (it being acknowledged and agreed that the initial Approved Budget attached hereto as Annex A is approved by and satisfactory to the Administrative Agent and the FILO Agent in form and substance). The Approved Budget shall be updated, modified or supplemented by the Borrower from time to time with the written consent of the Administrative Agent and upon the request of the Administrative Agent and the FILO Agent, but in any event the Approved Budget shall be updated by the Borrower not less than one time in each four (4) consecutive week period, and each such updated, modified or supplemented budget shall be approved in writing by, and shall be in form and substance satisfactory to, the Administrative Agent and FILO Agent in their sole discretion and no such updated, modified or supplemented budget shall be effective until so approved and once so approved shall be deemed an Approved Budget; provided, however, that in the event the Administrative Agent and the FILO Agent, on the one hand, and the Loan Parties, on the other hand, cannot agree (each acting reasonably) as to an updated, modified or supplemented budget, such disagreement shall give rise to an Event of Default once the period covered by the prior Approved Budget has terminated. Each Approved Budget delivered to the Administrative Agent and the FILO Agent shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent and the FILO Agent. Each Approved Budget shall be prepared in good faith based upon assumptions which the Loan Parties believe to be reasonable.

(b) Commencing with the first full calendar week following the Petition Date and for each calendar week thereafter, not permit: (i) Actual Cash Receipts, measured on a line-item by line-item and a cumulative basis, for any Cumulative Four Week Period or the Cumulative Period then ended, in each case, to be less than the applicable percentage set forth below for such week of the Budgeted Cash Receipts (without giving effect to borrowings and repayments under this Agreement), measured on a cumulative basis, for any such Cumulative Four Week Period or the Cumulative Period, as applicable, or (ii) the Actual Disbursement Amount, measured on a line-item by line-item and a cumulative basis, for any Cumulative Four Week Period or the Cumulative Period then ended, in each case, to exceed the applicable percentage set forth below for such week of the Budgeted Disbursement Amount, measured on a cumulative basis, for any such Cumulative Four Week Period or the Cumulative Period, as applicable.

| Calendar Week Following the Petition Date | Minimum Percentage Applicable to Actual Cash Receipts | Maximum Percentage Applicable to the Actual Disbursement Amount |
|---|---|---|
| First | 75% | 125% |
| Second | 80% | 120% |
| Third | 85% | 115% |
| Fourth and each calendar week thereafter | 90% | 110% |

(c) Deliver to the Administrative Agent and the FILO Agent, together with the delivery of each Borrowing Base Certificate, an Information Certificate (the "Information Certificate"), in the form attached hereto as Exhibit C, and such Information Certificate shall include such detail as is reasonably satisfactory to the Administrative Agent and the FILO Agent, signed by a Responsible Officer of the Borrower certifying that (i) the Loan Parties are in compliance with the covenants contained herein and (ii) no Default or Event of Default has occurred or, if such a Default or Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, together with (A) a comparison for the Prior Week of the Actual Cash Receipts and the Actual Disbursement Amount, in each case, on a line item by line item and cumulative basis, for such Prior Week to the Budgeted Cash Receipts and the Budgeted Disbursement Amount for such Prior Week, in each case, on a line item by line item and cumulative basis, (B) a cumulative comparison for the Cumulative Four Week Period of the Actual Cash Receipts and the Actual Disbursement Amount, in each case, on a line item by line item and cumulative basis, for such Cumulative Four Week Period to the Budgeted Cash Receipts and the Budgeted Disbursement Amount for such Cumulative Four Week Period, in each case, on a line item by line item and a cumulative basis, (C) a cumulative comparison for the Cumulative Period of the Actual Cash Receipts and the Actual Disbursement Amount, in each case, on a line item by line item and cumulative basis, for such Cumulative Period to the Budgeted Cash Receipts and the Budgeted Disbursement Amount for such Cumulative Period, in each case on a line item by line item and a cumulative basis, and (D) an Approved Budget Variance Report, each of which shall be prepared by the Borrower as of the last day of the Cumulative Four Week Period and the Cumulative Period (as then in effect), as applicable, and shall be in form and substance reasonably satisfactory to the Administrative Agent.

The Administrative Agent, the FILO Agent and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget (subject to variances permitted hereunder), (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for payment of interest, expenses and other amounts to the Administrative Agent, the FILO Agent and the Lenders are estimates only, and the Loan Parties remain obligated to pay any and all Obligations in accordance with the terms of the Loan Documents and the applicable Order regardless of whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimates of a loan balance in excess of borrowing base restrictions) shall constitute an amendment or other modification of any Loan Document or any of the borrowing base restrictions or other lending limits set forth therein.

(d) Deliver to the Administrative Agent and the FILO Agent on or before 5:00 p.m. New York City time on the first Thursday following the Petition Date (and every four weeks thereafter) supplemental thirteen (13) week projections which shall depict, on a weekly basis, cash revenues, receipts, expenses, professional fees and disbursements, inventory receipts and levels, net cash flow, the Revolving Borrowing Base, the FILO Borrowing Base, Excess Availability, rent, liquidity and other items set forth therein, for the period from the Saturday immediately following delivery of such projections through the end of such thirteen (13) period. The projections delivered pursuant to this Section 6.20(d) shall not constitute the "Approved Budget" for any purpose hereunder.

Section 6.23 Required Milestones. Comply with each of the Required Milestones.

Section 6.24 Loan Parties' Advisors; Liquidators. Continue to retain the Financial Advisor and a nationally recognized retail liquidator that is reasonably acceptable to the Administrative Agent and the FILO Agent, and shall retain such additional advisors as may be reasonably requested by the Administrative Agent, in each case, on terms and conditions satisfactory to the Administrative Agent and the FILO Agent. The Loan Parties and their representatives will fully cooperate with any such advisors, liquidators and consultants (including the Financial Advisor) and grant them full and complete access to the books and records of the Loan Parties. Notwithstanding anything to the contrary in this Section 6.24, none of the Loan Parties will be required to disclose or permit access to any document, information or other matter (i) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (ii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 6.25 Agents' Advisors. Each of the Administrative Agent and the FILO Agent, on behalf of itself and the applicable Lenders, shall be entitled to retain or continue to retain (either directly or through counsel) any Agent's Advisors the Administrative Agent and the FILO Agent may deem necessary to provide advice, analysis and reporting for the benefit of the Administrative Agent, the FILO Agent and the Lenders. The Loan Parties shall pay all fees and expenses of each Agent's Advisors and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties and their advisors, including the Financial Advisor, shall grant access to, and cooperate in all respects with, the Administrative Agent, the Collateral Agent, the FILO Agent, the Lenders, Agent's Advisors, and any other representatives of the foregoing and provide all information that such parties may request in a timely manner.

Section 6.26 [Reserved].

Section 6.27 Debtor-In-Possession Obligations. Comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the Orders, any other order of the Court, the CCAA and the orders of the Canadian Court in the Canadian Recognition Proceedings.

Section 6.28 Adequate Protection Payments. Make adequate protection payments payable in cash on the dates and to the extent required by the Orders.

Section 6.29 First Day Orders. Cause all proposed "first day orders" submitted to the Court to be in accordance with and permitted by the terms of this Agreement in all respects.

Section 6.30 Canadian Bankruptcy Matters.

(a) As soon as reasonably practicable following the entry of the Interim Order and an order of the Court appointing the Borrower as "foreign representative" on behalf of the Debtors, the Borrower, in its capacity as foreign representative on behalf of the Debtors, shall have filed an application with the Canadian Court to commence the Canadian Recognition Proceedings and the Canadian Court shall have issued the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order.

(b) As soon as reasonably practicable following the entry of the Final Order, the Borrower, in its capacity as foreign representative on behalf of the Debtors, shall have filed a motion with the Canadian Court for the recognition of, and the Canadian Court shall have issued, the Canadian Final DIP Recognition Order.

(c) The Borrower will furnish to the Administrative Agent, to the extent requested, and no less than three calendar days (or such shorter period as Administrative Agent may agree) prior to filing with the Canadian Court if so requested, all filings, motions, pleadings, other papers or material notices to be filed with the Canadian Court relating to any request for relief in the Canadian Recognition Proceedings.

ARTICLE VII

NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan, Prior Lender Obligations or other Obligation (other than Hedging Obligations, Cash Management Obligations and contingent indemnification obligations and other contingent obligations) hereunder which is accrued and payable shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding (unless such Letters of Credit have been Cash Collateralized), Holdings and the Borrower shall not, nor shall they permit any of their respective Restricted Subsidiaries to, directly or indirectly:

Section 7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens granted by the Orders and created pursuant to the Loan Documents to secure the Obligations and the Liens securing the Prior Lender Obligations;

(b) Liens constituting Pre-Petition ABL Permitted Prior Liens;

(c) Liens for Taxes, assessments or governmental charges arising Post-Petition if obligations with respect to such Taxes, assessments or governmental charges are not delinquent or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(d) inchoate, statutory or common law Liens of landlords, lessors, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens arising in the ordinary course of business which secure amounts not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, are unfiled (or if filed have been discharged or stayed) and no other action has been taken to enforce such Lien or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(e) Subject to the Orders and the Canadian Orders, (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Restricted Subsidiary;

(f) Liens incurred or deposits made to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations (excluding obligations under ERISA and Sections 412 and 430 of the Code), surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;

(h) Liens arising after the Petition Date securing judgments not constituting an Event of Default; provided, that any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired and no action to enforce such Lien has commenced;

(i) the CCAA Charges;

(j) leases, licenses, subleases, ground leases, sublicenses or cross licenses and Liens on the property covered thereby (including Intellectual Property), in each case, granted to others in the ordinary course of business which do not and would not (i) interfere in any material respect with the business of the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) secure any Indebtedness, or (iii) interfere in any material respect with the ability of the Administrative Agent to realize upon the Collateral;

(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 in the ordinary course of business;

(l) Liens (i) of a collection bank (including those arising under Section 4-210 of the Uniform Commercial Code) on the items in the course of collection, (ii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set off) and which are within the general parameters customary in the banking industry and (iii) attaching to commodity trading accounts, or other commodity brokerage accounts incurred in the ordinary course of business;

(m) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.02 (other than solely from clause (f) thereof) to be applied against the purchase price for such Investment and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05 (other than solely from clause (e) thereof), in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(n) [reserved];

(o) any interest or title of a lessor, licensor, sublessor or sublicensor under leases or subleases entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(p) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(q) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence 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 its Restricted Subsidiaries or (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;

(r) Pre-Petition Liens arising from precautionary Uniform Commercial Code or PPSA financing statement filings;

(s) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(t) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower or any Restricted Subsidiary;

(u) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit issued for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods; provided, that no such inventory or goods (or any proceeds thereof) are included in the determination of the Revolving Borrowing Base or the FILO Borrowing Base;

(v) [reserved];

(w) ground leases granted prior to the Petition Date in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(x) [reserved]

(y) [reserved];

(z) Liens securing Indebtedness permitted pursuant to Section 7.03(b)(i) – (iv); provided any such Liens are subject to the Intercreditor Agreement. Without any further consent of the Lenders, the Administrative Agent and the Collateral Agent shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any Customary Intercreditor Agreement or any amendment (or amendment and restatement) to the Collateral Documents or the Customary Intercreditor Agreement to effect the provisions contemplated by this Section 7.01(z);

(aa) Liens securing Indebtedness or other obligations of the Borrower or a Restricted Subsidiary in favor of the Borrower or any Subsidiary Guarantor;

(bb) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents permitted under Section 7.02;

(cc) [reserved];

(dd) Liens on assets of the Joint Ventures and equity interest in such Joint Ventures arising under the Joint Venture Agreements in favor of the Borrower's joint venture partners to secure obligations of Holdings and its Restricted Subsidiaries under the Joint Venture Agreements;

(ee) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the ordinary conduct of the business of the Borrower or any Restricted Subsidiary; provided that such Liens do not materially interfere with the ordinary conduct of the business of the Borrower or any Restricted Subsidiary and do not apply to any Collateral of the type constituting ABL Priority Collateral;

(ff) servicing agreements, development agreements, site plan agreements, subdivision agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the real property of the Borrower or any Restricted Subsidiary; provided that the same do not materially interfere with the ordinary conduct of the business of the Borrower or any Restricted Subsidiary including, without limitation, any obligations to deliver letters of credit and other security as required;

(gg) the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, license, franchise, grant or permit of the Borrower or any Restricted Subsidiary, to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

(hh) Liens securing Swap Contracts submitted for clearing in accordance with applicable Law; and

(ii) Liens existing on the Closing Date and disclosed on Schedule 7.01; and

(jj) the (i) Adequate Protection Liens and (ii) Adequate Protection Superpriority Claims.

Notwithstanding the foregoing, Liens permitted under this Section 7.01 (other than Liens on Term Priority Collateral securing Indebtedness permitted under Section 7.03(b) and the CCAA Charges that rank in priority to the DIP Charge on the Canadian Collateral pursuant to the Canadian Orders) shall at all times be junior and subordinate to the Liens under the Loan Documents and the applicable Order (and, in the case of the Canadian Collateral, the Canadian DIP Recognition Order) securing the Obligations. The prohibition provided for in this Section 7.01 specifically includes any effort by any Debtor, any official committee in any Chapter 11 Case or any other party in interest in the Chapter 11 Cases or the Canadian Recognition Proceedings, as applicable, to prime or create pari passu to any claims, Liens or interests of (i) the Agents and the Lenders or (ii) for so long as the Prior Lender Obligations have not been indefeasibly paid in full in cash, the Prior Agent and the Prior Lenders, any Lien, in each case, other

than as set forth in the applicable Orders (and, in the case of the Canadian Collateral, the Canadian Orders) and irrespective of whether such claims, Liens or interests may be "adequately protected."

Section 7.02 Investments. Make any Investments, except, in each case, solely to the extent reflected in the Approved Budget:

(a) Investments by the Borrower or a Restricted Subsidiary in assets that were cash or Cash Equivalents when such Investment was made;

(b) subject to prior written consent of the Required Lenders (which may be granted in their sole discretion), loans or advances to officers, directors, partners, members and employees of Holdings (or any Parent Entity), the Borrower or its Restricted Subsidiaries in an aggregate principal amount not to exceed $50,000;

(c) asset purchases (including purchases of inventory, supplies and materials), the lease or sublease of any asset, or licensing or contribution of Intellectual Property pursuant to joint marketing arrangements with other Persons, in each case in the ordinary course of business and consistent with past practice;

(d) subject to prior written consent of the Required Lenders (which may be granted in their sole discretion), Investments by the Borrower or any Restricted Subsidiary in the Borrower or any other Loan Party provided that the aggregate amount of Investments by Loan Parties in Restricted Subsidiaries that are not U.S. Loan Parties made pursuant to this clause (d) shall not exceed $50,000 and the aggregate amount of such Investments;

(e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(f) Investments consisting of Liens, Indebtedness, fundamental changes, Dispositions and Restricted Payments permitted under Section 7.01, Section 7.03, Section 7.04, Section 7.05 (other than Section 7.05(e)) and Section 7.06), respectively; provided, however, that no Investments may be made solely pursuant to this Section 7.02(f);

(g) [reserved];

(h) Investments in Swap Contracts permitted under Section 7.03(h);

(i) [reserved];

(j) [reserved];

(k) [reserved];

(l) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(m) [reserved];

(n) payroll payments to employees, directors, consultants, independent contractors or other service providers or payment of salaries or compensation to employees, directors, partners, members, consultants, independent contractors or other service providers, in each case in the ordinary course of business;

(o) Guarantee Obligations of the Borrower or any Restricted Subsidiary in respect of leases (other than Capitalized Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(p) [reserved];

(q) Guarantee Obligations of the Borrower or any Restricted Subsidiary in connection with the provision of credit card payment processing services;

(r) contributions to a "rabbi" trust for the benefit of employees, directors, partners, members, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Borrower (or any Parent Entity thereof);

(s) subject to prior written consent of the Required Lenders (which may be granted in their sole discretion), Investments made to acquire, purchase, repurchase or retire Equity Interests of Holdings (or any Parent Entity thereof) or the Borrower owned by any employee stock ownership plan or similar plan of Holdings (or any Parent Entity thereof) the Borrower, or any Subsidiary in an aggregate amount not to exceed $100,000;

(t) [reserved];

(u) [reserved];

(v) loans or advances made to distributors in the ordinary course of business;

(w) [reserved]; and

(x) to the extent that they constitute Investments, purchases and acquisitions of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, Intellectual Property, or other rights, in each case in the ordinary course of business.

Section 7.03 Indebtedness. Incur any Indebtedness, except:

(a) Indebtedness of the Borrower and any of its Subsidiaries under the Loan Documents or consisting of Prior Lender Obligations;

(b) Indebtedness under (i) the Term Loan Credit Agreement in an aggregate principal amount not to exceed $74,913,390.94, (ii) the Takeback Term Loan Agreement in an aggregate principal amount not to exceed $12,415,066.10, (iii) the Superpriority Term Loan Credit Agreement in an aggregate principal amount not to exceed $29,347,036.46, and (iv) the Senior Superpriority Term Loan Credit Agreement in an aggregate principal amount not to exceed $91,666,475.78; provided, that, in each case, such Indebtedness is subject to the Intercreditor Agreement;

(c) Indebtedness listed on Schedule 7.03 and any Permitted Refinancing Indebtedness thereof (which Schedule shall include all intercompany Indebtedness outstanding on the date hereof);

(d) Guarantee Obligations of the Borrower and its Restricted Subsidiaries in respect of Indebtedness of the Borrower or any Restricted Subsidiary otherwise permitted hereunder; provided that (i) if the Indebtedness being guaranteed is subordinated in right of payment to the Obligations, such Guarantee Obligation shall be subordinated in right of payment to the Guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness and (ii) no Guarantee by any Restricted Subsidiary of any Indebtedness of a Loan Party shall be permitted unless such Restricted Subsidiary shall have also provided a Guarantee of the Obligations;

(e) Indebtedness of the Borrower or any Restricted Subsidiary owing to the Borrower or any other Restricted Subsidiary to the extent constituting an Investment permitted by Section 7.02; provided that all such

Indebtedness of any Loan Party owed to any Person that is not a Loan Party shall be subject to the Subordinated Intercompany Note;

(f) [reserved];

(g) [reserved];

(h) Indebtedness in respect of Swap Contracts Incurred in the ordinary course of business and not for speculative purposes;

(i) (i) Indebtedness representing deferred compensation to employees, directors, consultants, partners, members, contract providers, independent contractors or other service providers of Holdings (or any Parent Entity thereof), the Borrower and the Restricted Subsidiaries Incurred in the ordinary course of business; and (ii) Indebtedness consisting of (A) obligations of Holdings (or any Parent Entity thereof), the Borrower or the Restricted Subsidiaries under deferred compensation arrangements to their employees, directors, partners, members, consultants, independent contractors or other service providers, (B) [reserved] or (C) any other Investment expressly permitted under Section 7.02;

(j) [reserved];

(k) [reserved];

(l) Cash Management Obligations and other Indebtedness in respect of netting services, ACH arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts incurred in the ordinary course;

(m) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take or pay obligations entered into in the ordinary course of business;

(n) Indebtedness Incurred by the Borrower or any of its Restricted Subsidiaries in respect of letters of credit, bank guarantees, banker's acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(o) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of its Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(p) [reserved];

(q) [reserved];

(r) Indebtedness supported by a Letter of Credit, in a principal amount not to exceed the face amount of such Letter of Credit;

(s) Guarantee Obligations of the Borrower or any Restricted Subsidiary in connection with the provision of credit card payment processing services;

(t) [reserved];

(u) Guarantee Obligations Incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors, licensees, sublicensees or distribution partners;

(v) (i) unsecured Indebtedness in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money and (ii) unsecured Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(w) [reserved]; and

(x) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (w) above.

For purposes of determining compliance with this Section 7.03, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (a) through (x) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above clauses; provided that all Indebtedness outstanding under the Loan Documents will be deemed to have been incurred in reliance only on the exception in clause (a) of this Section 7.03.

Notwithstanding any of the foregoing, and except for the Carve Out, no Indebtedness permitted under this Section 7.03 shall be permitted to have an administrative expense claim status under the Bankruptcy Code senior to or pari passu with the superpriority administrative expense claims of (i) the Administrative Agent and the Lenders and (ii) the Prior Agent and the Prior Lenders, in each case, as set forth herein and in the applicable Order, other than, solely with respect to Collateral that is not ABL Priority Collateral, Indebtedness under the Prior Term Loan Agreements permitted under Section 7.03(b)(i)-(iv).

Section 7.04 Fundamental Changes. Merge, dissolve, liquidate or consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired), taken as a whole, to or in favor of any Person (including, in each case, pursuant to a Division), except that:

(a) any Subsidiary of the Borrower or any other Person (other than Holdings) may be merged, amalgamated or consolidated with or into, or may transfer its assets to, the Borrower; provided that the Borrower shall be the continuing or surviving Person;

(b) [reserved];

(c) any Restricted Subsidiary may Dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower;

(d) [reserved]; and

(e) with the prior written consent of the Required Lenders and the FILO Term Loan Lender, any Restricted Subsidiary that is not a Loan Party may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders.

Section 7.05 Dispositions. Make any Disposition, except:

(a) Subject to the prior written consent of the Required Lenders (which consent may be granted in their sole discretion), Dispositions of obsolete, worn out or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and its Restricted Subsidiaries;

(b) Dispositions of inventory and other assets in the ordinary course of business (including allowing any registrations or any applications for registration of any immaterial Intellectual Property to lapse or go abandoned in the ordinary course of business);

(c) Dispositions of inventory and other assets pursuant to the Consulting Agreement;

(d) Dispositions of property to the Borrower or another U.S. Loan Party;

(e) Dispositions permitted by Section 7.02 (other than solely from Section 7.02(f)), Section 7.04 and Section 7.06 and Liens permitted by Section 7.01;

(f) Dispositions of Cash Equivalents; and

(g) licenses for the conduct of licensed departments within the Stores of the Borrower and its Restricted Subsidiaries in the ordinary course of business.

Section 7.06 Restricted Payments. Make, directly or indirectly, any Restricted Payment, except:

(a) each Restricted Subsidiary may make Restricted Payments to the Borrower and to other Loan Parties;

(b) Holdings and the Borrower and its Restricted Subsidiaries may make Restricted Payments to any Parent Entity of Holdings or the Borrower, as applicable (in the case of clause (ii) below, subject to the prior written consent of the Required Lenders and the FILO Term Loan Lender, which may be granted in their sole discretion), in each case, solely to the extent reflected in the Approved Budget:

(i) the proceeds of which will be used to pay the portion of any consolidated, combined or similar income tax liability attributable to the income of the Borrower or its Subsidiaries; provided that no such payments shall exceed the income tax liability that would have been imposed on the Borrower and/or the applicable Subsidiaries had such entity(ies) paid such taxes on a stand-alone basis;

(ii) the proceeds of which shall be used to pay such Parent Entity's operating costs and expenses incurred in the ordinary course of business, other overhead costs and expenses and fees (including administrative, legal, accounting and similar expenses provided by third parties as well as trustee, directors and general partner fees) which are reasonable and customary and incurred in the ordinary course of business and attributable to the ownership or operations of the Borrower and its Subsidiaries (including any reasonable and customary indemnification claims made by directors or officers of Parent Entity attributable to the direct or indirect ownership or operations of the Borrower and its Subsidiaries) and fees and expenses otherwise due and payable by the Borrower or any Restricted Subsidiary and permitted to be paid by the Borrower or such Restricted Subsidiary under this Agreement not to exceed $500,000, in any fiscal year; and

(iii) the proceeds of which shall be used to pay franchise and excise taxes, and other fees and expenses, required to maintain its (or any of its direct or indirect parents') existence.

Section 7.07 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than:

(a) transactions between or among the U.S. Loan Parties (other than Holdings);

(b) transactions on terms substantially as favorable to the Borrower or such Restricted Subsidiary as would be obtainable by the Borrower or such Restricted Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate;

(c) transactions under (i) the Term Loan Credit Agreement and related Term Loan Credit Documents (ii) the Takeback Term Loan Agreement and related Takeback Loan Documents, (iii) the Superprirority Term Loan

Credit Agreement and related Superpriority Term Loan Documents, and (iv) the Senior Superpriority Term Loan Credit Agreement and related Senior Superpriority Term Loan Documents;

(d) Restricted Payments permitted under Section 7.06;

(e) loans and other transactions by and among the Borrower and/or one or more Subsidiaries to the extent permitted under this Article VII;

(f) employment, compensation, severance or termination arrangements between any Parent Entity, the Borrower or any of its Subsidiaries and their respective officers, employees and consultants (including management and employee benefit plans or agreements, subscription agreements or similar agreements pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with current or former employees, officers, directors consultants and stock option or incentive plans and other compensation arrangements) in the ordinary course of business and transactions pursuant to management equity plans, stock option plans and other employee benefit plans, agreements and arrangements; or

(g) to the extent reflected in the Approved Budget, the payment of (i) customary fees to directors, officers, managers, employees, consultants and other service providers of the Borrower and its Restricted Subsidiaries or any Parent Entity in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries and (ii) reasonable out of pocket costs to, and indemnities provided on behalf of, directors, officers, managers, employees, consultants, partners, members and other service providers of the Borrower and its Restricted Subsidiaries or any Parent Entity in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries.

Section 7.08 Prepayments, Etc., of Indebtedness.

(a) Without limiting any other provision hereof, except pursuant to the Approved Budget, directly or indirectly, voluntarily purchase, redeem, defease or prepay any principal of, premium, if any, interest or other amount payable in respect of any Indebtedness prior to its scheduled maturity, other than (i) the Obligations and the Prior Lender Obligations or (ii) any payments in respect of accrued payroll and related expenses as of the commencement of the Chapter 11 Cases in accordance with the Approved Budget.

(b) Without limiting any other provision hereof, except pursuant to the Approved Budget, without express prior written consent of the Administrative Agent and pursuant to an order of the Court (including any Order) or the Canadian Court after notice and a hearing, make any payment or transfer with respect to any Lien or Indebtedness or claim incurred or arising prior to the Petition Date that is subject to the automatic stay provisions of the Bankruptcy Code or stay granted pursuant to the CCAA, whether by way of "adequate protection" under the Bankruptcy Code or otherwise.

Section 7.09 Holdings Covenants. In the case of Holdings (or any other Parent Entity), conduct, transact or otherwise engage in any business or operations other than (i) the ownership and/or acquisition of the Equity Interests (other than Disqualified Equity Interests) of the Borrower, (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, (iii) to the extent applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of the Parent Entities and the Borrower, (iv) the performance of its obligations under and in connection with the Loan Documents and any documents relating to other Indebtedness permitted under Section 7.03, (v) [reserved], (vi) any transaction among the Parent Entities and the Borrower or any Restricted Subsidiary permitted under this Article VII, (vii) providing indemnification to officers and directors and as otherwise permitted in Article VII, (ix) [reserved], (x) [reserved], (viii) the making of any loan to any officers or directors permitted by Section 7.02, the making of any Investment in the Borrower or any Subsidiary Guarantor or, to the extent otherwise permitted under Section 7.02, a Restricted Subsidiary, (xii) activities required to comply with applicable Laws, (ix) maintenance and administration of stock option and stock ownership plans and activities incidental thereto, (x) [reserved], and (xi) activities incidental to the businesses or activities described in clauses (i) to (xi) of this Section 7.09.

Section 7.10 Restriction on Negative Pledges and Burdensome Agreements. Enter into any Contractual Obligation that (i) prohibits or limits the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations or under the Loan Documents or (ii) encumbers or restricts the ability of any such Person to (w) act as a Loan Party, (x) make Restricted Payments to any Loan Party, (y) pay any Indebtedness or other obligation owed to a Loan Party or (z) make loans or advances to any Loan Party; provided that the foregoing shall not apply to:

(a) restrictions and conditions imposed by (A) Law, (B) any Loan Document, (C) the Senior Superpriority Term Loan Credit Agreement and related Senior Superpriority Term Loan Documents, (D) the Superpriority Term Loan Credit Agreement and related Superpriority Term Loan Documents (E) the Term Loan Credit Agreement and related Term Loan Credit Documents and (F) the Takeback Term Loan Agreement and related Takeback Loan Documents;

(b) customary restrictions and conditions existing on the Closing Date or to any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(c) [reserved];

(d) customary provisions in leases, licenses and other contracts restricting the assignment thereof;

(e) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement (other than Indebtedness referred to in clause (a) above) to the extent such restriction applies only to the property securing such Indebtedness;

(f) [reserved];

(g) restrictions or conditions in any Indebtedness permitted pursuant to Section 7.03 that is incurred or assumed by Non-Loan Parties to the extent such restrictions or conditions are no more restrictive than the restrictions and conditions in the Loan Documents or, in the case of Subordinated Debt, are market terms at the time of issuance or, in the case of Indebtedness of any Non-Loan Party, are imposed solely on such Non-Loan Party and its Subsidiaries;

(h) restrictions on cash or other deposits imposed by agreements entered into in the ordinary course of business (or other restrictions constituting Liens permitted hereunder);

(i) restrictions set forth on Schedule 7.10 and any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(j) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted by Section 7.02 and applicable solely to such joint venture and entered into in the ordinary course of business, including, for the avoidance of doubt, pursuant to the Joint Venture Agreements;

(k) [reserved];

(l) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(m) customary net worth provisions contained in real property leases entered into by Subsidiaries of the Borrower, so long as the Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligation; and

(n) provisions restricting the granting of a security interest in Intellectual Property contained in licenses or sublicenses by the Borrower and its Restricted Subsidiaries of such Intellectual Property, which licenses and

sublicenses were entered into in the ordinary course of business (in which case such restriction shall relate only to such Intellectual Property).

Section 7.11 [Reserved].

Section 7.12 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiaries on the date hereof or any business substantially related or incidental thereto.

Section 7.13 End of Fiscal Years; Fiscal Quarters. Change its fiscal year from ending on the Saturday closest to December 31st of each calendar year.

Section 7.14 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally, or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refinance indebtedness originally incurred for such purpose.

Section 7.15 Amendments of Organization Documents; Fiscal Year; and Accounting Changes.

(a) Amend any of its Organization Documents in any manner materially adverse to the interests of the Lenders; or

(b) [reserved];

(c) make any change in accounting policies or reporting practices, except as required by GAAP.

Section 7.16 [Reserved].

Section 7.17 Designation as Senior Debt. Designate any Indebtedness (other than the Indebtedness under the Loan Documents, the Senior Superpriority Term Loan Documents, the Superpriority Term Loan Documents, the Takeback Loan Documents, the Term Loan Credit Documents or any Permitted Refinancing Indebtedness thereof) of any Loan Party or any of its Subsidiaries as "Senior Indebtedness" (or similar or comparable term) under, and as defined in, any Subordinated Debt.

Section 7.18 Orders. Notwithstanding anything to the contrary herein, use any portion or proceeds of the Loans or the Collateral, or disbursements set forth in the Approved Budget, for payments or purposes that would violate the terms of Paragraph 33 (Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out) of the Interim Order.

Section 7.19 Reclamation Claims. Enter into any agreement to return any of its Inventory to any of its creditors for application against any Pre-Petition Indebtedness, Pre-Petition trade payables or other Pre-Petition claims under Section 546(c) of the Bankruptcy Code or allow any creditor to take any setoff or recoupment against any of its Pre-Petition Indebtedness, Pre-Petition trade payables or other Pre-Petition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise if, after giving effect to any such agreement, setoff or recoupment, the aggregate amount applied to Pre-Petition Indebtedness, Pre-Petition trade payables and other Pre-Petition claims subject to all such agreements, setoffs and recoupments since the Petition Date would exceed $500,000.

Section 7.20 Insolvency Proceeding Claims. Incur, create, assume, suffer to exist or permit any other superpriority administrative claim which is pari passu with or senior to the claim of the Administrative Agent or the Lenders against the Debtors, except as set forth in the applicable Order or Canadian Order.

Section 7.21 Bankruptcy Actions. Seek, consent to, or permit to exist, without the prior written consent of the Administrative Agent and the FILO Agent, any order granting authority to take any action that is prohibited by

the terms of this Agreement, the Order or the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the Order or any of the other Loan Documents.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Notwithstanding the provisions of Section 362 of the Bankruptcy Code to the extent provided in the applicable Order (and, in the case of the Canadian Collateral, the Canadian Orders), with respect to the Debtors and without notice, application or motion, hearing before, or order of the Court or any notice to any Loan Party, any of the following shall constitute an event of default (an "Event of Default"):

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or (ii) within three (3) days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. The Borrower or any Restricted Subsidiary fails to perform, comply with or observe any term, covenant or agreement contained in any of Section 6.03(a), Section 6.04(a) (solely with respect to the Borrower), Section 6.11, Section 6.18, Section 6.19, Section 6.22, Section 6.23, or Article VII; or

(c) Other Defaults. Any Loan Party or any Restricted Subsidiary thereof fails to perform, comply with or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed, complied with or observed and such failure continues for ten (10) days (or five (5) days for any failure to perform, comply with or observe any term, covenant or agreement contained in Sections 6.01(a), (b) or (c), Section 6.24, Section 6.25 or Section 6.27) after receipt by the Borrower of written notice thereof by the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, including, without limitation, the Information Certificate, Borrowing Base Certificate or the Approved Budget Variance Report, or in any document required to be delivered in connection herewith or therewith shall be untrue in any material respect when made or deemed made; or

(e) Cross-Default. Any Loan Party or any Restricted Subsidiary (i) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any of the Senior Superpriority Term Loans, Superpriority Term Loans, the Term Loans, the Takeback Loans, or any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount of not less than the Threshold Amount ("Material Indebtedness") or (ii) fails to observe or perform any other agreement or condition relating to any of the Senior Superpriority Term Loans, Superpriority Term Loans, the Term Loans, the Takeback Loans, or any Material Indebtedness, or any other event occurs (other than, with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts), the effect of which default or other event is to cause, or to permit the holder or holders of any of the Senior Superpriority Term Loans, Superpriority Term Loans, the Term Loans, the Takeback Loans, or of any Material Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, any of the Senior Superpriority Term Loans, Superpriority Term Loans, the Term Loans, the Takeback Loans, or Material Indebtedness (respectively) to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem any of the Senior Superpriority Term Loans, Superpriority Term Loans, the Term Loans, the Takeback Loans, or Material Indebtedness (respectively) to be made, prior to its stated maturity; or

(f) [Reserved];

(g) Attachment. Any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the Loan Parties, taken as a whole, and is not released, vacated or fully bonded within twenty (20) days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance or by an enforceable indemnity) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of twenty (20) consecutive days; or

(i) ERISA. An ERISA Event occurs which has resulted or would reasonably be expected to result in liability of any Loan Party or ERISA Affiliate in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents Collateral Documents. (i) Any material provision of any Loan Document or Pre-Petition Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or as a result of the satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any material provision of any Loan Document or Pre-Petition Loan Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document or Pre-Petition Loan Document (other than as a result of repayment in full of the Obligations and termination of the Commitments), or purports in writing to revoke or rescind any Loan Document or Pre-Petition Loan Document or (ii) a material part of the Liens purported to be created by the Collateral Documents or Pre-Petition Loan Document (subject to (x) the terms of the Collateral and Guarantee Requirement and (y) any Lien permitted by Section 7.01) cease to be perfected security interests; or

(k) Change of Control. There occurs any Change of Control; or

(l) Subordination. (i) Any subordination, standstill, payover and insolvency related provisions of any document related to Subordinated Debt (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of such Subordinated Debt; or (ii) the Borrower or any other Loan Party shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Administrative Agent and the Secured Parties or (C) that all payments of principal or of premium and interest on the applicable Subordinated Debt, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions; or

(m) The occurrence of any of the following in any of the Chapter 11 Cases:

(i) any material breach or failure to comply with the material terms of the Interim Order or the Final Order, as applicable;

(ii) any breach or failure to comply with the Required Milestones;

(iii) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by any of the Loan Parties or any Subsidiary, or any Person claiming by or through any Loan Party or any Subsidiary, in the Chapter 11 Cases: (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement; (B) to grant any Lien other than Liens permitted pursuant to Section 7.01 upon or affecting any Collateral; (C) except as provided in the Interim Order or Final Order, as the case may be, to use cash collateral of the Administrative Agent and the other Secured Parties or Prior Agent and Prior Lenders under Section 363(c) of the Bankruptcy Code without the prior written consent of the Collateral Agent; or (D) any other action or actions adverse to (x) the Administrative Agent and Lenders or Prior Agent and Prior Lenders or their rights and remedies hereunder, under any other Loan Documents, or their interest in the Collateral or (y) Prior Agent and Prior Lenders or their rights under the Pre-Petition Credit Agreement or the other Pre-Petition Loan Documents or their interest in the Collateral (as defined in the Pre-Petition Credit Agreement);

(iv) (A) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by a Loan Party that does not propose to indefeasibly repay in full in cash the Obligations under this Agreement and the Prior Lender Obligations or by any other Person to which the Administrative Agent and the Required Lenders do not consent, or any of

the Loan Parties or their Subsidiaries shall seek, support or fail to contest in good faith the filing or confirmation of any such plan or entry of any such order, (B) the entry of any order terminating any Loan Party's exclusive right to file a plan of reorganization, or (C) the expiration of any Loan Party's exclusive right to file a plan of reorganization;

(v) the entry of an order in any of the Chapter 11 Cases confirming a plan of reorganization that (A) is not acceptable to the Administrative Agent, the FILO Agent and the Required Lenders in their sole discretion or (B) does not contain a provision for termination of the Commitments and indefeasible repayment in full in cash of all of the Obligations under this Agreement and the Prior Lender Obligations on or before the effective date of such plan or plans;

(vi) (x) the entry of an order amending, supplementing, staying, vacating or otherwise modifying the Loan Documents or the Interim Order, the Final Order, or any other order with respect to any of the Chapter 11 Cases affecting in any material respect this Agreement and/or the other Loan Documents (including any order in respect of the Required Milestones specified herein and/or in the Orders) without the written consent of the Administrative Agent or the filing by a Loan Party of a motion for reconsideration with respect to the Interim Order or the Final Order or the Interim Order or the Final Order shall otherwise not be in full force and effect or (y) any Loan Party or any Subsidiary shall fail to comply with either Order or any other order with respect to any of the Chapter 11 Cases affecting in any material respect this Credit Agreement and/or the other Loan Documents, in any material respect;

(vii) the Court's (A) entry of an order granting relief from the automatic stay to permit foreclosure of security interests in assets of the Loan Parties of a value in excess of $500,000; (B) entry of an order terminating exclusivity having been entered (or requested, unless actively contested by the Loan Parties); (C) failure of the Court to enter the Final Order within thirty-five (35) days following the commencement of the Chapter 11 Cases (or such other date as may be agreed to by the Administrative Agent and the FILO Agent and fixed by the Court) permitting extensions of credit under the Credit Facility not to exceed $85,000,000 in principal amount and otherwise in form and substance reasonably satisfactory to the Administrative Agent and the FILO Agent;

(viii) the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code or otherwise against the Administrative Agent or the FILO Agent, any Lender or any of the Collateral or against the Prior Agent, any Prior Lender or any Collateral (as defined in the Pre-Petition Credit Agreement);

(ix) (A) the appointment of an interim or permanent trustee in the Chapter 11 Cases or the appointment of a trustee receiver or an examiner in the Chapter 11 Cases with expanded powers to operate or manage the financial affairs, the business, or reorganization of the Loan Parties; or (B) solely with respect to DIP Collateral, the sale without the Administrative Agent's consent of all or substantially all of the Debtors' assets either through a sale under Section 363 of the Bankruptcy Code, through a confirmed plan of reorganization in the Chapter 11 Cases or otherwise that does not result in payment in full in cash of all of the Obligations under this Agreement and all Prior Lender Obligations at the closing of such sale or initial payment of the purchase price or effectiveness of such plan, as applicable;

(x) the dismissal of any Chapter 11 Case or any Loan Party shall file a motion or other pleading seeking the dismissal of the Chapter 11 Cases under Section 1112 of the Bankruptcy Code or otherwise;

(xi) any Loan Party shall file a motion (without consent of the Administrative Agent) seeking, or the Court shall enter an order granting, relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (A) to allow any creditor (other than the Administrative Agent) to execute upon or enforce a Lien on any Collateral, (B) approving any settlement or other stipulation not approved by the Administrative Agent with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor, (C) with respect to any Lien on or the granting of any Lien on any Collateral to any federal, state or local environmental or regulatory agency or authority, which in either case involves a claim of $500,000 or more or (D) permit other actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole);

(xii) the commencement of a suit or an action (but not including a motion for standing to commence a suit or an action) against either the Administrative Agent, the FILO Agent or any Lender or Prior Agent or any Prior Lender and, as to any suit or action brought by any Person other than a Loan Party or a Subsidiary, officer or employee of a Loan Party, the continuation thereof without dismissal for thirty (30) days after service thereof on either the Administrative Agent or such Lender or Prior Agent or any Prior Lender, that asserts or seeks by or on behalf of a Loan Party, any state or federal environmental protection or health and safety agency, any official committee in any Chapter 11 Case or any other party in interest in any of the Chapter 11 Cases, a claim or any legal or equitable remedy that would (x) have the effect of invalidating, subordinating or challenging any or all of the Obligations or Liens (in each case, other than with respect to any make whole amounts, exit fees, or debt premiums under any prepetition debt) of the Administrative Agent or any Lender under the Loan Documents or the Prior Lender Obligations or Liens of the Prior Agent or Prior Lenders under the Pre-Petition Loan Documents to any other claim, or (y) have a material adverse effect on the rights and remedies of the Administrative Agent or any Lender or Prior Agent or any Prior Lender under any Loan Document or the Prior Agent or Prior Lenders under the Pre-Petition Loan Documents or the collectability of all or any portion of the Obligations under the Loan Documents or the Prior Lender Obligations (in each case, other than with respect to any make whole amounts, exit fees, or debt premiums under any prepetition debt);

(xiii) the entry of an order in the Chapter 11 Cases avoiding or permitting recovery of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents or the Prior Lender Obligations owing under the Pre-Petition Loan Documents;

(xiv) the failure of any Loan Party to perform any of its obligations under the Interim Order or the Final Order or to perform in any material respects its obligations under the Store Closing Order;

(xv) the existence of any claims or charges, or the entry of any order of the Court authorizing any claims or charges, other than in respect of this Agreement and the other Loan Documents, or as otherwise permitted under the applicable Loan Documents or permitted under the Orders, entitled to superpriority administrative expense claim status in any Chapter 11 Case pursuant to Section 364(c)(1) of the Bankruptcy Code pari passu with or senior to the claims of the Administrative Agent and the Secured Parties under this Agreement and the other Loan Documents, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of Section 503 or clause (b) of Section 507 of the Bankruptcy Code or (ii) any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein, except, in each case, as expressly provided in the Loan Documents or in the Orders then in effect (but only in the event specifically consented to by the Administrative Agent and the FILO Agent), whichever is in effect;

(xvi) the Order shall cease to create a valid and perfected Lien on the Collateral or to be in full force and effect, shall have been reversed, modified, amended, stayed, vacated, or subject to stay pending appeal, in the case of modification or amendment, without prior written consent of Administrative Agent and the FILO Agent;

(xvii) an order in the Chapter 11 Cases shall be entered (i) charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Administrative Agent and the Secured Parties, or (ii) limiting the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Prior Agent on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date, or the commencement of other actions that is materially adverse to Administrative Agent, the Secured Parties or their respective rights and remedies under the Loan Documents in any of the Chapter 11 Cases or inconsistent with any of the Loan Documents;

(xviii) if the Final Order does not include a waiver, in form and substance satisfactory to the Administrative Agent, of (i) the right to surcharge the Collateral under Section 506(c) of the Bankruptcy Code and (ii) any ability to limit the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Prior Agent on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date;

(xix) an order of the Court shall be entered denying or terminating use of cash collateral by the Loan Parties;

(xx) any Loan Party shall challenge, support or encourage a challenge of any payments made to the Administrative Agent or any Lender with respect to the Obligations or the Prior Agent or the Prior Lenders with respect to the Prior Lender Obligations, or without the consent of the Administrative Agent, the filing of any motion by the Loan Parties seeking approval of (or the entry of an order by the Court approving) adequate protection to any Prior Agent or Prior Lender that is inconsistent with the Order;

(xxi) without the Administrative Agent's consent, the entry of any order by the Court granting, or the filing by any Loan Party or any of its Subsidiaries of any motion or other request with the Court (in each case, other than the Orders and motions seeking entry thereof or permitted amendments or modifications thereto) seeking, authority to use any cash proceeds of any of the Collateral without the Administrative Agent's consent or to obtain any financing under Section 364 of the Bankruptcy Code other than the Loan Documents;

(xxii) if, unless otherwise approved by the Administrative Agent, an order of the Court shall be entered providing for a change in venue with respect to the Chapter 11 Cases and such order shall not be reversed or vacated within 10 days;

(xxiii) without the Administrative Agent's and the FILO Agent's consent, any Loan Party or any Subsidiary thereof shall file any motion or other request with the Court seeking (a) to grant or impose, under Section 364 of the Bankruptcy Code or otherwise, liens or security interests in any DIP Collateral (as defined in the Orders), whether senior, equal or subordinate to the Agents' liens and security interests; or (b) to modify or affect any of the rights of the Administrative Agent, or the Lenders under the Orders or the Loan Documents and related documents by any plan of reorganization confirmed in the Chapter 11 Cases or subsequent order entered in the Chapter 11 Cases;

(xxiv) any Loan Party or any Subsidiary thereof shall take any action in support of any matter set forth in this Section 8.01(m) or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal;

(xxv) any Debtor shall be enjoined from conducting any material portion of its business, any disruption of the material business operations of the Debtors shall occur, or any material damage to or loss of material assets of any Debtor shall occur;

(xxvi) the commencement of any winding-up or liquidation proceeding under any other applicable Law;

(xxvii) the occurrence of any event set forth in clauses (f) through (h) of the definition of Maturity Date;

(xxviii) failure of the Borrower or any other Loan Party to use the proceeds of the Loans as set forth in and in compliance with the Approved Budget (subject to the variances permitted herein) and this Agreement;

(xxix) any material breach or failure to comply with the material terms of the Interim Order or the Final Order, as applicable; or

(xxx) any breach or failure to comply with the Required Milestones under the Orders.

Section 8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may and, at the request of the Required Lenders, shall take any or all of the following actions:

(a) Subject to the applicable Order (and, in the case of the Canadian Collateral, the Canadian Orders), if any Event of Default occurs and is continuing, notwithstanding the provisions of Section 362 of the Bankruptcy Code and without notice, application or motion, hearing before or order of the Court, the Administrative Agent may and, at the request of the Required Lenders, shall take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated, but without affecting the Agent's Liens or the Obligations, and terminate, reduce or restrict the right or ability of the Loan Parties to use any cash collateral (other than, during the Remedies Notice Period, cash collateral for payroll and other expenses that the Administrative Agent approves as critical to keep the business of the Loan Parties operating in accordance with the Approved Budget);

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof);

(iv) subject to the Remedies Notice Period, direct any or all of the Loan Parties to sell or otherwise dispose of any or all of the Collateral on terms and conditions acceptable to the Administrative Agent pursuant to Section 363, Section 365 and other applicable provisions of the Bankruptcy Code (and, without limiting the foregoing, direct any Loan Party to assume and assign any lease or executory contract included in the Collateral to the Administrative Agent's designees in accordance with and subject to Section 365 of the Bankruptcy Code);

(v) subject to the Remedies Notice Period, (A) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law or (B) take any and all actions described in the Order; and

(vi) declare that the application of the Carve Out has occurred through the delivery of a Carve Out Trigger Notice (as defined in the Order).

(b) At any hearing during the Remedies Notice Period to contest the enforcement of remedies, the only issue that may be raised by any Debtor in opposition thereto shall be whether, in fact, an Event of Default has occurred, and the Loan Parties hereby waive their right to and shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights and remedies of the Administrative Agent or the Secured Parties, as set forth in this Agreement, the applicable Order or other Loan Documents. Except as expressly provided above in this Section 8, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

Section 8.03 [Reserved].

Section 8.04 License; Access; Cooperation. The Administrative Agent is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (without payment of royalty or other compensation to any Person) any or all Intellectual Property of Loan Parties, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral in each case after the occurrence, and during the continuance, of an Event of Default. Upon the occurrence and the continuance of an Event of Default and the exercise by the Administrative Agent or Lenders of their rights and remedies under this Agreement and the other Loan Documents and following the Court's entry of an order with respect to the Stay Relief Motion (as such term is defined in the Interim Order), the Administrative Agent (together with its agents, representatives and designees) is hereby granted a non-exclusive right to have access to, and a rent free right to use, any and all owned or leased locations (including, without limitation,

warehouse locations, distribution centers and Store locations) for the purpose of arranging for and effecting the sale or disposition of Collateral, including the production, completion, packaging and other preparation of such Collateral for sale or disposition it being understood and agreed that the Administrative Agent and its representatives (and persons employed on their behalf), may continue to operate, service, maintain, process and sell the Collateral, as well as to engage in bulk sales of Collateral. Upon the occurrence and the continuance of an Event of Default and the exercise by the Administrative Agent or Lenders of their rights and remedies under this Agreement and the other Loan Documents, Borrower shall assist the Administrative Agent and Lenders in effecting a sale or other disposition of the Collateral upon such terms as are reasonably acceptable to the Collateral Agent.

Section 8.05 Lift of Stay; Stay of Proceedings. Subject to the applicable Order, the Automatic Stay shall be modified and vacated to permit the Administrative Agent and Lenders to exercise all rights and remedies under this Agreement, the other Loan Documents or applicable law, without further notice, motion or application to, hearing before, or order from, the Court.

Section 8.06 Application of funds. Subject to the Orders, monies to be applied to the Obligations and the Prior Lender Obligations, whether arising from payments by the Loan Parties, realization on Collateral, setoff, or otherwise, shall be allocated as follows:

(a) *First*, to permanently reduce the Prior Revolving Obligations (if any) in accordance with clauses *First* through *Eleventh* of Section 8.04 of the Pre-Petition Credit Agreement, until paid in full;

(b) *Second*, to pay interest due in respect of all Protective Advances until paid in full*;*

(c) *Third*, to pay the principal of all Protective Advances until paid in full*;*

(d) *Fourth*, to payment of that portion of the Revolving Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (other than the FILO Term Loan Lender) (including Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause *Fourth* payable to them (other than in connection with Cash Management Obligations or Obligations in respect of Secured Hedge Agreements);

(e) *Fifth*, to pay interest accrued in respect of the Revolving Credit Loans (other than Protective Advances) until paid in full;

(f) *Sixth*, ratably (i) to pay the principal of all Revolving Credit Loans (other than Protective Advances) until paid in full, (ii) to the Administrative Agent, to be held by the Administrative Agent, for the benefit of the L/C Issuers, as Cash Collateral in an amount up to 103% of the maximum drawable amount of any outstanding Letters of Credit and (iii) to pay any Obligations under Noticed Hedges*;*

(g) *Seventh*, ratably to pay (i) any amounts owing with respect to any Revolving Obligations in respect of Secured Hedge Agreements (other than Noticed Hedges), until paid in full and (ii)(x) Cash Management Services (other than Specified Cash Management Services) then due to the Cash Management Banks, and (y) Specified Cash Management Services in an amount equal to the sum of (i) $13,800,000 plus (ii) such other amounts (unless, solely with respect to the foregoing clause (ii), the FILO Agent has instructed the Administrative Agent to implement an Availability Reserve and the Administrative Agent has not so implemented such Availability Reserve) then due to the Cash Management Banks, in each case with respect to clauses (x) and (y), ratably among them in proportion to the respective amounts described in this clause *Seventh* held by them*;*

(h) *Eighth*, to the payment of all other Revolving Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties (other than any Defaulting Lenders) on such date, ratably based upon the respective aggregate amounts of all such Revolving Obligations owing to the Administrative Agent and the other Secured Parties (other than any Defaulting Lenders) on such date, until paid in full;

(i) *Ninth*, ratably to pay any Revolving Obligations owed to Defaulting Lenders, until paid in full;

(j) *Tenth*, to pay any fees, indemnities, or expense reimbursements then due to the FILO Agent from the Borrower;

(k) *Eleventh*, to pay any fees, indemnities, or expense reimbursements then due to the FILO Term Loan Lender from the Borrower;

(l) *Twelfth*, to pay interest then due and payable on the FILO Term Loan;

(m) *Thirteenth*, to pay principal on the FILO Term Loan;

(n) *Fourteenth*, to the payment of any other FILO Obligation due to the FILO Agent or the FILO Term Loan Lender by the Borrower; and

(o) *Last*, any remainder shall be for the account of and paid to the Borrower or as otherwise required by the Court or applicable Law.

Amounts shall be applied to each category of Obligations set forth above until Full Payment thereof and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied on a pro rata basis among the Obligations in the category. The application of amounts under this Section 8.06 to the Prior Lender Obligations shall be applicable only if and to the extent that any such Prior Lender Obligations remain outstanding after the occurrence of the full roll of the Prior Lender Obligations into the Obligation as described in Section 2.01(e).

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause *Sixth* above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn, paid or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above and, if no Obligations remain outstanding, to the Borrower. In the absence of such notice, Administrative Agent may assume the amount to be distributed is the Designated Hedging Agreement amount last reported to it. Notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligation of such Guarantor. The allocations set forth in this Section 8.06 are solely to determine the rights and priorities of Administrative Agent, FILO Agent and Lenders as among themselves, may be changed by agreement among them without the consent of any Loan Party and are subject to Section 2.15 (regarding Defaulting Lenders). Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section 8.06. This Section 8.06 is not for the benefit of or enforceable by any Loan Party.

Section 8.07 [Reserved]

Section 8.08 [Reserved].

Section 8.09 Avoidance and Reinstatement. If a Revolving Secured Party or a FILO Secured Party receives payment or property on account of an Obligation or FILO Obligations and the payment is subsequently invalidated, avoided, declared to be fraudulent or preferential, set aside or otherwise required to be transferred to a trustee, receiver or the estate of any Loan Party (in each instance, to the extent required by applicable law, a "Recovery"), then, to the extent of the Recovery, the Revolving Obligations or the FILO Obligations intended to have been satisfied by the payment will be reinstated as Revolving Obligations or FILO Obligations, as applicable, as of the date of such payment, and no payment with respect to, or discharge of the Obligations or the FILO Obligations, as applicable, will be deemed to have occurred for all purposes hereunder. If this Agreement is terminated prior to a Recovery, this Agreement will be reinstated in full force and effect, and such prior termination will not diminish, release, discharge, impair, or otherwise affect the obligations of the Loan Parties from the date of reinstatement. Upon such reinstatement of the Revolving Obligations, each Revolving Secured Party and FILO Secured Party will disgorge

and deliver to the Administrative Agent any Collateral or proceeds thereof received in payment of, or to discharge, the Revolving Obligations to effect the reinstatement required pursuant to the terms hereof. No Revolving Secured Party or FILO Secured Party may benefit from a Recovery, and any distribution made to a Revolving Secured Party or FILO Secured Party as a result of a Recovery will be paid over to the Administrative Agent for application to the Revolving Obligations in accordance with Section 8.06.

Section 8.10 Payments Over. In the event that, notwithstanding the provisions of this Article VIII, payments or proceeds of Collateral shall be received by any Revolving Secured Party or any FILO Secured Party in violation of the priorities set forth herein, such payments or proceeds of Collateral shall be held in trust for the benefit of and shall be paid over to or delivered to the Administrative Agent upon the Administrative Agent's or the Required Lenders' written demand.

Section 8.11 Subrogation. Until the Revolving Obligations are paid in full in cash, the FILO Secured Parties shall have no right of subrogation to the rights of the Revolving Secured Parties to receive payments or distributions of cash or property applicable to the Revolving Obligations. For purposes of such subrogation, no payments or distributions to the Revolving Secured Parties of any cash or property to which the FILO Secured Parties would be entitled except for the provisions of this Agreement, and no payment over to the Revolving Secured Parties pursuant to this Agreement by the FILO Secured Parties, as between any Loan Party, its creditors (other than the Revolving Secured Parties), and the FILO Secured Parties shall be deemed to be a payment by the Loan Parties to or on account of the FILO Obligations.

## ARTICLE IX

## ADMINISTRATIVE AGENT AND OTHER AGENTS

Section 9.01 Appointment and Authorization of Agents.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent and the Collateral Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Each Lender authorizes the Agents to consent, on behalf of each Lender, to the Interim Order, the Final Order, and the Canadian DIP Recognition Order, each to be negotiated between the Borrower and Guarantors, the Administrative Agent and the FILO Agent, certain other parties and statutory committees appointed pursuant to Sections 327 and 1103 of the Bankruptcy Code. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent and the Collateral Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent or the Collateral Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent or the Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to any 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 merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Administrative Agent and the Collateral Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacities as a Lender, L/C Issuer (if applicable) and a potential Hedge Bank or Cash Management Bank) hereby irrevocably appoints and authorizes the Administrative Agent and the Collateral Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Collateral Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent and the Collateral Agent, as "collateral agent" (and any co-agents, subagents and attorneys-in-fact appointed by the Administrative Agent or the Collateral Agent pursuant to Section 9.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent or the Collateral Agent), shall be entitled to the

benefits of all provisions of this Article IX (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.02 Delegation of Duties. The Administrative Agent and the Collateral Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to rely on advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent and the Collateral Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence, willful misconduct or bad faith by the Administrative Agent.

Section 9.03 Liability of Agents. No Agent-Related Person (including, without limitation, the FILO Agent) shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's or FILO Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page), or the perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person (including, without limitation, the FILO Agent) shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof.

Section 9.04 Reliance by Agents.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees

required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default." The Administrative Agent will promptly notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article VIII; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.06 Credit Decision; Disclosure of Information by Agents. Each Lender expressly acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Loan Parties. Each Lender and each L/C Issuer represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender or L/C Issuer for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender or L/C Issuer, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each L/C Issuer agrees not to assert a claim in contravention of the foregoing. Each Lender and each L/C Issuer represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such L/C Issuer, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such 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 any Agent-Related Person. Each Lender expressly agrees and acknowledges that (a) no Agent (i) makes any representation or warranty as to the accuracy of any Field Examination and (ii) shall be liable for any information contained in any Field Examination and (b) expressly agrees and acknowledges that the Field Examinations are not comprehensive audits or examinations, that any Agent or other party performing any Field Examination will inspect only specific information regarding the Borrower and its Subsidiaries and will rely significantly upon the Borrower's and its Subsidiaries' books and records, as well as on representations of the Borrower's personnel.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), based on their Pro Rata Share, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; provided that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this

Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

Section 9.08 Agents in Their Individual Capacities. BOA and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though BOA were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, BOA or its Affiliates may receive information regarding any Loan Party or any Affiliate of a Loan Party (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, BOA shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" include BOA in its individual capacity.

Section 9.09 Successor Agents.

(a) The Administrative Agent may resign as the Administrative Agent and Collateral Agent upon thirty (30) days' notice to the Lenders and the Borrower. If the Administrative Agent and/or Collateral Agent becomes a Defaulting Lender, then such Administrative Agent or Collateral Agent, as the case may be, may be removed as the Administrative Agent or Collateral Agent, as the case may be, at the reasonable request of the Borrower and the Required Lenders. If the Administrative Agent resigns or is removed under this Agreement, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which appointment of a successor agent shall require the consent of the Borrower at all times other than during the existence of an Event of Default (which consent of the Borrower shall not be unreasonably withheld or delayed). If, at the time that the Administrative Agent's resignation is effective, it is acting as an L/C Issuer, such resignation shall also operate to effectuate its resignation as L/C Issuer, as applicable, and it shall automatically be relieved of any further obligation to issue Letters of Credit. If no successor agent is appointed prior to the effective date of the resignation (but not removal) of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrower, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and Collateral Agent and the term "Administrative Agent" shall mean such successor administrative agent (and the term "Collateral Agent" shall mean such successor collateral agent and/or supplemental agent, as described in Section 9.01), and the retiring or removed Administrative Agent's appointment, powers and duties as the Administrative Agent and Collateral Agent shall be terminated. After the retiring or removed Administrative Agent's resignation hereunder as the Administrative Agent and Collateral Agent, the provisions of this Article IX and Section 10.04 and Section 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent and Collateral Agent under this Agreement and after such resignation or removal for as long as either of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security for any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent. If no successor agent has accepted appointment as the Administrative Agent and Collateral Agent by the date which is thirty (30) days following the retiring (but not removed) Administrative Agent's and Collateral Agent's notice of resignation, the retiring Administrative Agent's and Collateral Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may reasonably request, in order to (a) continue the perfection of the Liens granted or purported to be granted by the Collateral

Documents or (b) otherwise ensure that the Collateral and Guarantee Requirement is satisfied, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent and Collateral Agent, and the retiring or removed Administrative Agent shall be discharged from its duties and obligations under the Loan Documents.

(b) Any resignation by BOA as Administrative Agent pursuant to this Section 9.09 shall also constitute its resignation as an L/C Issuer. If BOA resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c). Upon the appointment by the Borrower of a successor L/C Issuer hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to BOA to effectively assume the obligations of BOA with respect to such Letters of Credit.

Section 9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, or L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 2.04(e) and (f), Section 2.09 and Section 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due to the Administrative Agent under Section 2.07 and Section 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.11 Collateral and Guaranty Matters.

(a) The Lenders irrevocably agree that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document may be released or subordinated in accordance with the provisions of Section 10.19 or any Collateral Document.

(b) Upon request by the Administrative Agent at any time, the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 10.01) will confirm in writing the Administrative Agent's or the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11 and Section 10.19.

Section 9.12 Other Agents; Managers. None of the Lenders shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Loan Party. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.13 Withholding Tax. To the extent required by any applicable Laws, the Administrative Agent may deduct or withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of pocket expenses) incurred, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 9.13. The agreements in this Section 9.13 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the repayment, satisfaction or discharge of all other obligations. For the avoidance of doubt, (i) this Section 9.13 shall not limit or expand the obligations of the Borrower or any Guarantor under Section 3.01 or any other provision of this Agreement and (ii) the term "Lender" shall, for purposes of this Section 9.13 include any L/C Issuer.

Section 9.14 Intercreditor Agreements. The Administrative Agent and the Collateral Agent are each hereby authorized to enter into the Intercreditor Agreement and any Customary Intercreditor Agreement to the extent contemplated by the terms hereof, and the parties hereto acknowledge that the Intercreditor Agreement and any such Customary Intercreditor Agreement are each binding upon them. Each Lender (a) hereby agrees that it will be bound by the provisions of the Intercreditor Agreement and any Customary Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of the Intercreditor Agreement or any Customary Intercreditor Agreement and (b) hereby authorizes and instructs the Administrative Agent and/or Collateral Agent to enter into the Intercreditor Agreement and any Customary Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each Lender hereby authorizes the Administrative Agent and/or Collateral Agent to enter into (i) any amendments to the Intercreditor Agreement or any Customary Intercreditor Agreement, and (ii) any other intercreditor arrangements, in the case of clauses (i), and (ii) to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by Section 7.01 of this Agreement, in each case, and without any further consent, authorization or other action by such Lender. Each Lender hereby agrees that no Lender shall have any right of action whatsoever against any Agent as a result of any action taken by such Agent pursuant to this Section 9.14 or in accordance with the terms of the Intercreditor Agreement or any Customary Intercreditor Agreement. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrower and such Secured Parties are intended third-party beneficiaries of such provisions and the provisions of the Intercreditor Agreement and any Customary Intercreditor Agreement.

Section 9.15 Secured Cash Management Agreements and Secured Hedge Agreements. Except as otherwise expressly set forth herein or in any Guarantee or any Collateral Document, no Cash Management Bank or Hedge Bank that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any

Guarantee or any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or an Agent and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Section 9.15 to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedging Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

Section 9.16 Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent or the FILO Agent (as applicable) makes a payment hereunder in error to any Lender, the FILO Agent, or any L/C Issuer (the "Payee") whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Payee receiving a Rescindable Amount severally agrees to repay to the Administrative Agent or the FILO Agent, as applicable, forthwith on demand the Rescindable Amount received by such Payee in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent or the FILO Agent, as applicable, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent or the FILO Agent, as applicable, in accordance with banking industry rules on interbank compensation. Each Payee irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent and the FILO Agent, as applicable, shall inform each Payee promptly upon determining that any payment made to such Payee comprised, in whole or in part, a Rescindable Amount.

## ARTICLE X

## MISCELLANEOUS

Section 10.01 Amendments, Etc. Except as otherwise set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party party thereto, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, mandatory prepayment, mandatory reduction of the Commitments or Loans or the making of any Protective Advance shall not constitute an extension or increase of any Commitment of any Lender) (provided that any Lender, upon the request of the Borrower, may extend the maturity date of any of such Lender's Commitments without the consent of any other Lender, including the Required Lenders);

(b) postpone any date scheduled for, or reduce the amount of, any payment of principal or interest under Section 2.07 or Section 2.08 without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments or Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest (provided that any Lender, upon the request of the Borrower, may extend the maturity date of any Loans owing to such Lender without the consent of any other Lender, including the Required Lenders));

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing (it being understood that a waiver of any condition precedent set forth in Section 4.02 or any Default, Event of Default or mandatory prepayment shall not constitute a reduction or forgiveness of principal), or (subject to clause (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document

without the written consent of each Lender directly and adversely affected thereby; provided that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) (i) amend, modify or waive any provision of this Section 10.01 that has the effect of altering the number of Lenders that must approve any amendment, modification or waiver, in each case without the written consent of each Lender, (ii) reduce the percentage specified in the definition of the term "Required Lenders" or "Supermajority Lenders" or (iii) amend or modify the defined term "Plan of Reorganization";

(e) release, or have the effect of releasing, all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

(f) release, or have the effect of releasing, all or substantially all of the Guarantees in any transaction or series of related transactions, without the written consent of each Lender;

(g) amend, modify or waive any provision of Section 8.06 or any other provision hereof in a manner that would have the effect of altering the ratable reduction of Commitments or the pro rata sharing of payments otherwise required hereunder without the written consent of each Lender directly and adversely affected thereby;

(h) change the definition of the term "Revolving Borrowing Base" or "FILO Borrowing Base" or any component definition thereof, but excluding percentage advance rates, in each case the amendment or modifications of which shall be subject to clause (i) below, if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Availability Reserves, Inventory Reserves, Rent Reserves or any other Reserves without the consent of any Lenders; or

(i) increase percentage advance rates set forth in the definition of "Revolving Borrowing Base" or "FILO Borrowing Base" without the written consent of each Lender; provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Availability Reserves, Inventory Reserves, Rent Reserves or any other Reserves without the consent of any Lenders.

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by each L/C Issuer in addition to the Lenders required above, materially affect the rights or duties of an L/C Issuer under this Agreement or any Letter of Credit Application related to any Letter of Credit issued or to be issued by it; (ii) [reserved]; and (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent or Collateral Agent in addition to the Lenders required above, adversely affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent or Collateral Agent under this Agreement or any other Loan Document. Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and other definitions related to such new Loans.

Notwithstanding anything to the contrary contained in this Section 10.01, any guarantees, collateral security documents (including the Intercreditor Agreement and any Customary Intercreditor Agreements) and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure ambiguities, omissions, mistakes or defects, (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents or (iv) to add syndication or documentation agents and make customary changes and references related thereto.

Section 10.01-A. Certain FILO Consent Rights, Etc. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, in addition to any required consent under Section 10.01, (i) no amendment, waiver or consent shall, unless in writing and signed by the FILO Agent in addition to the Lenders required herein, affect the rights or duties of, or any fees or other amounts payable to, the FILO Agent under this Agreement or any other Loan Document, and (ii) unless the FILO Term Loan Lender has consented thereto, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall:

(a) (i) increase the aggregate Revolving Credit Commitments, (ii) subordinate the Revolving Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be, or (iii) add new tranches of Indebtedness under this Agreement that are senior to or *pari passu* in right of repayment with the Credit Extensions;

(b) (i) change the definitions of "Revolving Borrowing Base" or any component definition thereof, or increase the advance rates applied to eligible assets in the Revolving Borrowing Base, or (i) change the definitions of "Excess Availability", "FILO Borrowing Base" or any component definition of the foregoing, or increase the advance rates applied to eligible assets in the FILO Borrowing Base, if in each case, as a result thereof, the amounts available to be borrowed by the Borrower would be increased; provided that the Administrative Agent shall not change, reduce or eliminate any Reserves, in each case, in a way that would be more favorable to the Loan Parties, without the prior written consent of any FILO Agent;

(c) change the definitions of "Protective Advance" or "Unintentional Overadvance";

(d) change the definition of "Carve Out";

(e) change the definitions of "Borrowing Base Certificate", "Cash Management Agreement", "Cash Management Services", "Secured Cash Management Agreement", "Secured Hedge Agreement", "Eligible Assignee" (in a manner which would directly make assignments of the FILO Loan more restrictive or would permit the Loan Parties or their Affiliates to be Eligible Assignees) or "FILO Obligations";

(f) (i) change the definitions "FILO Deficiency Reserve" (or any component definition of such term) or (ii) cease to deduct from the Revolving Borrowing Base (or fail to establish or maintain) the FILO Deficiency Reserve;

(g) [reserved]

(h) [reserved];

(i) change the definition of "FILO Default Rate" or, if implemented, waive any application of the FILO Default Rate;

(j) increase the interest rates applicable to the Revolving Obligations as of the Closing Date (other than any increase occurring because of fluctuations in underlying rate indices or imposition of the Default Rate), or of the Default Rate applicable to the Revolving Obligations in an amount greater than 3.00%, unless such increase is accompanied by an equivalent increase in the interest rates applicable to the FILO Obligations;

(k) change the definition of "Availability Reserves", "Reserves", "Inventory Reserves" or "Permitted Discretion", in each case in a manner that restricts the rights of the FILO Agent to implement and maintain Reserves; or

(l) change, modify or waive any of the provisions of (i) Section 2.01 or Section 2.08 in a manner that relates to the FILO Obligations, (ii) Section 2.09(c), (iii) Section 2.13 in a manner adverse to the FILO Term

Loan Lender, (iv) Section 6.01(c), (v) Section 6.19 in a manner that reduces the frequency of the delivery of Borrowing Base Certificates or eliminates any requirement to deliver Borrowing Base Certificates as set forth in Section 6.19 as of the Closing Date, (vi) Section 6.19(c), Section 6.19(d) and Section 6.19(e) in a manner that reduces the frequency of appraisals or field examinations or is otherwise adverse to the FILO Term Loan Lender, (vii) Section 6.09, (viii) Section 7.01, (ix) Section 7.03, (x) Section 8.06, (xi) Section 9.16, or (xiii) this Section 10.01-A; or

(m) amend or modify any Intercreditor Agreement in manner materially adverse to the FILO Term Loan Lender.

Notwithstanding Sections 10.01, 10.01-A or anything else to the contrary in this Agreement or any other Loan Document, the FILO Agent and each FILO Secured Party, agrees that neither it nor they will raise any objection to, or oppose, and shall be deemed to have consented to the release of any Loan Party from its obligations under any Loan Document or to any private or public sale or other disposition of all or any portion of the Collateral (and any post-petition or post-filing assets subject to adequate protection Liens or comparable Liens under any Debtor Relief Law in favor of the Administrative Agent) free and clear of any Liens and other claims (a) at any time after the occurrence and during the continuance of an Event of Default under this Agreement if the Administrative Agent has consented to such release or sale; provided, however, that after the occurrence and during the continuance of an Event of Default under this Agreement and prior to the commencement of any proceeding under Debtor Relief Laws involving any Loan Party, any such sale by the Administrative Agent shall be made in accordance with applicable Law and the Administrative Agent shall provide not less than five (5) Business Days' prior written notice to the FILO Agent of any proposed sale, or (b) under Section 363 of the Bankruptcy Code (or other similar provision of any Debtor Relief Law) in each case under the foregoing clauses (a) and (b), if the Administrative Agent has consented to such release or sale, and in connection with each of the foregoing clauses (a) and (b), each FILO Secured Party shall be deemed to have consented to such release and hereby irrevocably authorizes the Administrative Agent to release any Lien on any of the Collateral; provided that any Lien of the Administrative Agent on such Collateral attaches to the net proceeds of such sale or other disposition of the Collateral received by the Administrative Agent and that all proceeds of the Collateral received by the Administrative Agent from such sale or other disposition are applied in accordance with Section 8.06. This paragraph shall be referred to herein as the "Specified Release Paragraph".

Section 10.01-B. FILO Purchase Option for Revolving Obligations.

(a) If Administrative Agent shall notify the FILO Agent of its intention to (by itself or at the direction of the Required Lenders) sell, lease or otherwise dispose of all or substantially all of the Collateral whether by private or public sale in accordance with the Specified Release Paragraph (the foregoing event is referred to herein as a, "Purchase Option Event"), the FILO Term Loan Lender shall have the opportunity to purchase all (but not less than all) of the Revolving Obligations; provided that such option shall expire if the applicable FILO Term Loan Lender fail to deliver a written notice (a "Revolving Credit Purchase Notice") to the Administrative Agent within five (5) Business Days following the first date the FILO Agent obtains knowledge of the occurrence of a Purchase Option Event, which Revolving Credit Purchase Notice shall (i) be signed by the applicable FILO Term Loan Lender committing to such purchase (the "Revolving Credit Purchasing Creditors") and indicate the percentage of the Revolving Obligations to be purchased by each Revolving Credit Purchasing Creditor (which aggregate commitments must add up to one hundred percent (100%) of the Revolving Obligations) and (ii) confirm that the offer contained therein is irrevocable. Upon receipt of such Revolving Credit Purchase Notice by the Administrative Agent, the Revolving Credit Purchasing Creditors shall have from the date of delivery thereof to and including the date that is five (5) Business Days after the Revolving Credit Purchase Notice was received by the Administrative Agent to purchase all (but not less than all) of the Revolving Obligations (the date of such purchase, the "Revolving Credit Purchase Date").

(b) On the Revolving Credit Purchase Date, the Administrative Agent and the other Revolving Secured Parties shall, subject to any required approval of any Governmental Authority, if any, sell to the Revolving Credit Purchasing Creditors all (but not less than all) of the Revolving Obligations. On such Revolving Credit Purchase Date, the Revolving Credit Purchasing Creditors shall (i) pay to the Administrative Agent, for the benefit of the Revolving Secured Parties, as directed by the Administrative Agent, in immediately available funds the full amount (at par) of all Revolving Credit Revolving Obligations

together with all accrued and unpaid interest and fees thereon, all in the amounts specified by the Administrative Agent and determined in good faith in accordance with the Loan Documents or other applicable documents, (ii) furnish such amount of cash collateral in immediately available funds as the Administrative Agent determines is reasonably necessary to secure the Revolving Secured Parties on terms reasonably satisfactory to the Administrative Agent in connection with any (x) asserted indemnification claims, and (y) all Revolving Obligations in respect of or relating to Letters of Credit but not in any event in an amount greater than 103% thereof, and (iii) agree to reimburse the Revolving Secured Parties for any loss, cost, damage or expense resulting from the granting of provisional credit for any checks, wire or ACH transfers that are reversed or not final or other payments provisionally credited to the Revolving Obligations and as to which the Administrative Agent and the other Revolving Secured Parties have not yet received final payment as of the Revolving Credit Purchase Date. Such purchase price shall be remitted by wire transfer in immediately available funds to such bank account of the Administrative Agent (for the benefit of the applicable Revolving Secured Parties) as the Administrative Agent shall have specified in writing to the FILO Agent. Interest and fees shall be calculated to but excluding the Revolving Credit Purchase Date if the amounts so paid by the applicable Revolving Credit Purchasing Creditors to the bank account designated by the Administrative Agent are received in such bank account prior to 2:00 p.m., and interest shall be calculated to and including such Revolving Credit Purchase Date if the amounts so paid by the Revolving Credit Purchasing Creditors to the bank account designated by the Administrative Agent are received in such bank account after 2:00 p.m. Notwithstanding anything to the contrary contained in the Loan Documents, the Loan Parties hereby consent to and approve the assignment of the Revolving Obligations contemplated by this Section.

(c) Any purchase pursuant to the purchase option described in this Section shall, except as provided below, be expressly made without representation or warranty of any kind by the Administrative Agent or the other Revolving Secured Parties as to the Revolving Obligations, the Collateral or otherwise, and without recourse to the Administrative Agent and the other Revolving Secured Parties as to the Revolving Obligations, the Collateral or otherwise, except that the Administrative Agent and each of the other Revolving Secured Parties, as to itself only, shall represent and warrant only as to (i) the principal amount of the Revolving Obligations being sold by it, (ii) that such Person has not created any Lien on, or sold any participation in, any Revolving Obligations being sold by it, and (iii) that such Person has the right to assign the Revolving Obligations being assigned by it.

(d) In connection with any purchase of Revolving Obligations pursuant to this Section, each Revolving Secured Party agrees to enter into and deliver to the Revolving Credit Purchasing Creditors on the Revolving Credit Purchase Date, as a condition to closing, an assignment agreement substantially in the form of Exhibit D to this Agreement or any other form approved by the Administrative Agent and, at the expense of the Loan Parties, each of the Revolving Secured Parties shall deliver all possessory Collateral (if any), together with any necessary endorsements and other documents (including any applicable stock powers or note powers), then in such Revolving Secured Party's possession or in the possession of its agent or bailee, or turn over control as to any pledged Collateral, deposit accounts or securities accounts of which such Revolving Secured Party or its agent or bailee then has control, as the case may be, to the FILO Agent to act as the successor Administrative Agent and otherwise take such actions as may be reasonably appropriate to effect an orderly transition to the FILO Agent to act as the successor Administrative Agent. Upon the consummation of the purchase of the Revolving Obligations pursuant to this Section, the Administrative Agent shall be deemed to have resigned as an "agent" or "administrative agent" or "collateral agent" (or any similar role) for the Credit Parties or the Revolving Secured Parties, as applicable, under the Loan Documents; provided the Administrative Agent (and all other agents under this Agreement) shall be entitled to all of the rights and benefits of a former "agent" or "administrative agent" or "collateral agent" under this Agreement.

Notwithstanding the foregoing purchase of the Revolving Obligations by the Revolving Credit Purchasing Creditors, the Revolving Secured Parties shall retain those contingent indemnification obligations and other obligations under the Loan Documents which by their terms would survive any repayment of the Revolving Obligations.

Section 10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, FILO Agent and an L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the Borrower and the Administrative Agent, the FILO Agent, the L/C Issuer.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (1) actual receipt by the relevant party hereto and (2) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 10.02(b)), when delivered; provided that notices and other communications to the Administrative Agent, the FILO Agent, the L/C Issuer, pursuant to Article II shall not be effective until actually received by such Person during the person's normal business hours. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(b) Effectiveness of Facsimile Documents and Signatures. Loan Documents may be transmitted and/or signed by facsimile or other electronic communication. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on all Loan Parties, the Agents, the FILO Agent, L/C Issuer and the Lenders. The words "execution," "signed," "signature," and words of like import in any or related to any document to be signed in connection with this Agreement and transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Committed Loan Notices, waivers, and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that notwithstanding anything contained herein to the contrary the Administrative Agent and the FILO Agent, as applicable, is under no obligation to accept electronic signatures in any form or format unless expressly agreed to by the Administrative Agent and the FILO Agent, as applicable.

(c) Reliance by Agents and Lenders. The Administrative Agent, the FILO Agent, L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. All telephonic notices to the Administrative Agent, the FILO Agent or the L/C Issuer may be recorded by the Administrative Agent, the FILO Agent or L/C Issuer, as applicable, and each of the parties hereto hereby consents to such recording.

(d) Notice to other Loan Parties. The Borrower agrees that notices to be given to any other Loan Party under this Agreement or any other Loan Document may be given to the Borrower in accordance with the provisions of this Section 10.02 with the same effect as if given to such other Loan Party in accordance with the terms hereunder or thereunder.

Section 10.03 No Waiver; Cumulative Remedies. No failure by any Lender, L/C Issuer, the FILO Agent or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 10.04 Payment of Expenses. The Loan Parties shall, jointly and severally, reimburse Administrative Agent, the Collateral Agent, the FILO Agent and their respective Affiliates, for all reasonable and documented legal (including all Attorney Costs of Morgan, Lewis & Bockius LLP and Riemer & Braunstein LLP (and of any local or special counsel retained by any Agent in each relevant jurisdiction)), accounting, field examination, appraisal, liquidation or valuation consultant, consulting, financial advisory and other fees, costs and expenses incurred by it in connection with (a) negotiation, preparation, due diligence, syndication, execution and delivery of any Loan Documents, the Pre-Petition Loan Documents, the Interim Order and the Final Order, including any amendment, waiver or other modification thereof (whether or not the transactions contemplated hereby or thereby shall be consummated); (b) administration of and actions relating to any Collateral, Loan Documents and transactions contemplated thereby, including any actions taken to perfect or maintain priority of the Administrative Agent's Liens on any Collateral, to maintain any insurance required hereunder or to verify Collateral; (c) all reasonable and documented out-of-pocket expenses incurred by any L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit, or any demand for payment thereunder; (d) each Field Examination, inspection, audit or appraisal with respect to any Loan Party or Collateral, whether prepared by the Administrative Agent's personnel, the FILO Agent's personnel or a third party; and (e) otherwise incurred in connection with the Loan Documents, the Pre-Petition Loan Documents, the Chapter 11 Cases, the Canadian Recognition Proceedings or any exit financing to the Loan Parties upon their emergence from Chapter 11 Cases. Borrower shall also reimburse the Administrative Agent, the FILO Agent and the Collateral Agent, the L/C Issuers and Lenders for all reasonable and documented costs and expenses incurred by them (whether during an Event of Default or otherwise) in connection with the enforcement or preservation of any rights under this Agreement or any of the other Loan Documents (including during any workout, restructuring or negotiations in respect of Loans, Letters of Credit, Loan Documents or the transactions contemplated thereby), including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. For the avoidance of doubt, the Borrower shall reimburse Administrative Agent, the FILO Agent and the Collateral Agent and their respective Affiliates for all reasonable and documented legal, accounting, appraisal, consulting, financial advisory and other fees, costs and expenses incurred in connection with the negotiation, preparation and administration of the Loan Documents, the Interim Order, and the Final Order or incurred in connection with:

(a) amendment, modification or waiver of, consent with respect to, or termination of, any of the Loan Documents or advice in connection with the syndication and administration of the Loans made pursuant hereto or its rights hereunder or thereunder;

(b) any litigation, contest, dispute, suit, proceeding or action (whether instituted by the Administrative Agent, the FILO Agent, the Collateral Agent, any Lender, the Borrower or any other Person and whether as a party, witness or otherwise) in any way relating to the Collateral, any of the Loan Documents, the Pre-Petition Loan Documents or any other agreement to be executed or delivered in connection herewith or therewith, including any litigation, contest, dispute, suit, case, proceeding or action, and any appeal or review thereof, in connection with a case or proceeding commenced by or against any Borrower or any other Person that may be obligated to Agent by virtue of the Loan Documents; including any such litigation, contest, dispute, suit, proceeding or action arising in connection with any work-out or restructuring of the Loans during the pendency of one or more Events of Default; provided that no Person shall be entitled to reimbursement under this clause (b) in respect of any litigation, contest, dispute, suit, proceeding or action to the extent any of the foregoing results from such Person's gross negligence or willful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction);

(c) any attempt to enforce or prosecute any rights or remedies of Agents against any or all of the Loan Parties or any other Person that may be obligated to the Administrative Agent or any Lender by virtue of any of the Loan Documents, including any such attempt to enforce any such remedies in the course of any work-out or restructuring of the Loans prior to or during the pendency of one or more Events of Default;

(d) any work-out or restructuring of the Obligations prior to or during the pendency of one or more Events of Default;

(e) the obtaining of approval of the Loan Documents by the Court, the Canadian Court or any other court;

(f) the preparation and review of pleadings, documents and reports related to the Chapter 11 Cases and any Successor Cases and the Canadian Recognition Proceedings, attendance at meetings, court hearings or conferences related to the Chapter 11 Cases and any Successor Cases and the Canadian Recognition Proceedings, and general monitoring of the Chapter 11 Cases and any Successor Cases and the Canadian Recognition Proceedings, and any action, arbitration or other proceeding (whether instituted by or against any Agent, the FILO Agent, any Lender, any Loan Party, any representative of creditors of an Loan Party or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of any Agent's Liens with respect to any Collateral), the Pre-Petition Loan Documents, Loan Documents or Obligations, including any lender liability or other claims;

(g) efforts to (i) monitor the Loans or any of the other Obligations, (ii) evaluate, observe or assess any of the Loan Parties or their respective affairs, (iii) verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of any of the Collateral or (iv) settle or otherwise satisfy any taxes, charges or Liens with respect to any Collateral;

(h) any lien searches or request for information listing financing statements or liens filed or searches conducted to confirm receipt and due filing of financing statements and security interests in all or a portion of the Collateral; and

(i) including, as to each of clauses (a) through (h) above, all reasonable and documented attorneys' and other professional and service providers' (including each Agent's Advisors') fees arising from such services and other advice, assistance or other representation, including those in connection with any appellate proceedings, and all reasonable expenses, costs, charges and other fees incurred by such counsel and others in connection with or relating to any of the events or actions described in this Section 10.04, all of which shall be payable by Borrower to the Agents. Without limiting the generality of the foregoing, such reasonable expenses, costs, charges and fees may include: reasonable fees, costs and expenses of accountants, sales consultants, financial advisors, any Agent's Advisor, environmental advisors, appraisers, investment bankers, management and other consultants and paralegals; court costs and expenses; photocopying and duplication expenses; court reporter fees, costs and expenses; air express charges; and reasonable expenses for travel, lodging and food paid or incurred in connection with the performance of such legal, professional or other advisory services.

All amounts reimbursable by Borrower under this Section 10.04 shall constitute Obligations secured by the Collateral. The agreements in this Section 10.04 shall survive the termination of the aggregate Commitments and repayment of all other Obligations. All amounts due under this Section 10.04 shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto. If the Borrower fail to pay when due any amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of the Borrower by the Administrative Agent in its discretion by charging any loan account(s) of the Borrower, without notice to or consent from the Borrower, and any amounts so paid shall constitute Loans hereunder.

The obligations of the Loan Parties under this Section shall not be limited by the Approved Budget.

Notwithstanding the foregoing, no fees, costs, expenses or other amounts shall be reimbursed or paid to or on behalf of the FILO Agent or any of its Affiliates prior to the Full Payment of the Prior Revolving Obligations and the Revolving Obligations.

Section 10.05 Indemnification by the Borrower. THE BORROWER SHALL INDEMNIFY AND HOLD HARMLESS EACH AGENT, THE FILO AGENT, EACH LENDER (WITHOUT DUPLICATION) AND THEIR RESPECTIVE AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES AND LIABILITIES OF

ANY KIND OR NATURE AND DOCUMENTED OR INVOICED OUT-OF-POCKET FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEY COSTS OF ONE COUNSEL FOR ALL INDEMNITEES AND, IF NECESSARY, ONE FIRM OF LOCAL COUNSEL IN EACH APPROPRIATE JURISDICTION (WHICH MAY INCLUDE A SINGLE SPECIAL COUNSEL ACTING IN MULTIPLE JURISDICTIONS) FOR ALL INDEMNITEES TAKEN AS A WHOLE (AND, IN THE CASE OF AN ACTUAL OR PERCEIVED CONFLICT OF INTEREST, WHERE THE INDEMNITEE AFFECTED BY SUCH CONFLICT INFORMS THE BORROWER OF SUCH CONFLICT AND THEREAFTER RETAINS ITS OWN COUNSEL, OF SUCH OTHER FIRM OF COUNSEL FOR SUCH AFFECTED INDEMNITEE)) (COLLECTIVELY, THE "LOSSES") OF ANY SUCH INDEMNITEE ARISING OUT OF OR RELATING TO ANY CLAIM OR ANY LITIGATION OR OTHER PROCEEDING (INCLUDING ANY INQUIRY OR INVESTIGATION OF THE FOREGOING) (REGARDLESS OF WHETHER SUCH INDEMNITEES IS A PARTY THERETO AND WHETHER OR NOT SUCH PROCEEDINGS ARE BROUGHT BY THE BORROWER, ITS EQUITY HOLDERS, ITS AFFILIATES, CREDITORS OR ANY OTHER THIRD PERSON) THAT RELATES TO THE LOAN DOCUMENTS, INCLUDING THE FINANCING CONTEMPLATED HEREBY OR ANY RELATED TRANSACTIONS, THE CHAPTER 11 CASES, THE CANADIAN RECOGNITION PROCEEDINGS OR THE TRANSACTIONS (COLLECTIVELY, THE "INDEMNIFIED LIABILITIES") AND ANY LOSSES THAT RELATE TO ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY CURRENTLY OR FORMERLY OWNED OR OPERATED BY THE BORROWER OR ANY RESTRICTED SUBSIDIARY OR ANY OTHER LIABILITY ARISING UNDER ENVIRONMENTAL LAW, IN EACH CASE ARISING OUT OF THE ACTIVITIES OR OPERATIONS OF THE BORROWER OR ANY RESTRICTED SUBSIDIARY; provided that no Indemnitee will be indemnified for any Loss or related expense to the extent it has resulted from (a) the gross negligence or willful misconduct of such Indemnitee or any of its Affiliates or any of the officers, directors, employees, advisors, agents or other representatives of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), (b) a material breach of the obligations under the Loan Documents of such Indemnitee or any of such Indemnitee's Affiliates or any of the officers, directors, employees, advisors, agents or other representatives of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (c) any claim, litigation, investigation or other proceeding (other than a claim, litigation, investigation or other proceeding against any Agent or any Person acting in a similar capacity, in each case, acting pursuant to the Loan Documents or in its capacity as such or of any of its Affiliates or its or their respective officers, directors, employees, agents, advisors and other representatives and the successors of each of the foregoing) solely between or among Indemnitees that does not involve any act or omission by the Borrower or any of its Affiliates. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement except to the extent that such damages have resulted from the willful misconduct or gross negligence of such Indemnitee or any of such Indemnitee's Affiliates or any of its or their respective officers, directors, employees, agents, advisors or other representatives (as determined by a court of competent jurisdiction in a final and non-appealable decision). No Indemnitee and no Loan Party shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date); provided that nothing in this sentence shall limit the indemnity and reimbursement obligations of the Loan Parties to the extent that such special, punitive, indirect or consequential damages are included in any claim by a third party unaffiliated with the applicable Indemnitee with respect to which the applicable Indemnitee is entitled to indemnification as set forth in this Section 10.05. All amounts due under this Section 10.05 shall be paid within ten (10) Business Days after demand therefor; provided, however, that such Indemnitee shall promptly refund such amount to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification or contribution rights with respect to such payment pursuant to the express terms of this Section 10.05. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. For the avoidance of doubt, this Section 10.05 shall not apply to Taxes other than Taxes that represent liabilities, obligations, losses, damages, etc., with respect to a non-Tax claim.

The obligations of the Loan Parties under this Section shall not be limited by the Approved Budget.

Notwithstanding the foregoing, no fees, costs, expenses or other amounts shall be reimbursed or paid to or on behalf of the FILO Agent or any of its Affiliates prior to the Full Payment of the Prior Revolving Obligations and the Revolving Obligations.

Section 10.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent, the FILO Agent, or any Lender, or any Agent, the FILO Agent, or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent, the FILO Agent, or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent and the FILO Term Loan Lender to the FILO Agent, upon demand its applicable share of any amount so recovered from or repaid by any Agent or the FILO Agent, as applicable, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate.

Section 10.07 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 as otherwise provided herein (including without limitation as permitted under Section 7.04 and Section 7.10); provided that none of Holdings nor the Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee, (ii) by way of participation in accordance with the provisions of Section 10.07(e), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.07(g) or (iv) to an SPC in accordance with the provisions of Section 10.07(h) (and any other attempted assignment or transfer by any party hereto shall be null and void). 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 Section 10.07(e) and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Subject to the conditions set forth in clause (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments or Loans (including for purposes of this Section 10.07(b), participations in L/C Obligations) at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for any assignment to any Eligible Assignee or if an Event of Default under Section 8.01(a) has occurred and is continuing; and provided, further, that the Borrower shall be deemed to have consented to such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for any assignment to another Lender, an Affiliate of a Lender or an Approved Fund;

(C) each L/C Issuer at the time of such assignment; provided that no consent of such L/C Issuers shall be required for any assignment to another Lender, an Affiliate of a Lender or an Approved Fund;

(D) [reserved]; and

(E) In the case of the FILO Term Loan, the FILO Agent.

(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 Commitments or Loans of any Class, the amount of Commitments 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 (or an integral multiple of $1,000,000 in excess thereof) unless the Borrower and the Administrative Agent otherwise consents; provided that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption and such assignment shall be recorded by the Administrative Agent in the Register pursuant to Section 10.07(d);

(C) the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any documentation required by Section 3.01(f);

(D) the Eligible Assignee shall not be a Disqualified Lender and shall represent that it is not a Disqualified Lender or an Affiliate of a Disqualified Lender; and

(E) no such assignment shall be made (1) to Holdings, the Borrower or any of their Affiliates or Subsidiaries, or (2) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (2), or (3) to a natural Person (or a holding company, investment vehicle, or trust for, or owned or operated for the primary benefit of a natural Person).

(c) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(d) and receipt by the Administrative Agent from the parties to each assignment of a processing and recordation fee of $3,500, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a 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 of Sections 3.01, 3.04, 3.05, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, and the surrender by the assigning Lender of its Note (if any), the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this clause (c) 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 Section 10.07(e). For greater certainty, any assignment by a Lender pursuant to this Section 10.07 shall not in any way constitute or be deemed to constitute a novation, discharge, recession, extinguishment or substitution of the existing Indebtedness and any Indebtedness so assigned shall continue to be the same obligation and not a new obligation.

(d) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office 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 Commitments of, and principal and interest amounts of the Loans, L/C Obligations (specifying Unreimbursed Amounts), L/C Borrowings and amounts due under Section 2.04, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent demonstrable error, and the Borrower, the Agents 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, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Agent and any Lender with respect to its own Loans and/or Commitments only, at any reasonable time and from time to time upon reasonable prior notice.

(e) Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, a Defaulting Lender, or any Disqualified Lender; provided that for the purposes of this clause (e), Disqualified Lenders shall only be deemed to be Disqualified Lenders if a list of Disqualified Lenders has been made available to all Lenders by the Borrower) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Agents 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 the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 10.01(a), (b), (c), (e) or (f) that directly and adversely affects such Participant. Subject to Section 10.07(f), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (through the applicable Lender), subject to the requirements and limitations of such Sections (including Sections 3.01(e) and (f)) and Sections 3.06 and 3.07, to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b). To the extent permitted by applicable Law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided that such Participant shall be subject to Section 2.11 as though it were a Lender. Any Lender that sells participations shall maintain a register on which it enters the name and the address of each Participant and the principal and interest amounts of each Participant's participation interest in the Commitments and/or Loans (or other rights or obligations) held by it (the "Participant Register"). The entries in a Participant Register shall be conclusive, absent demonstrable error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation interest as the owner thereof for all purposes notwithstanding any notice to the contrary. In maintaining the Participant Register, such Lender shall be acting as the agent of the Borrower solely for purposes of applicable United States federal income tax law and undertakes no duty, responsibility or obligation to the Borrower. No Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103(c) of the United States Treasury Regulations or, if different, under Sections 871(h) or 881(c) of the Code.

(f) A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent or except to the extent such entitlement to a greater payment results from a Change in Law after the Participant became a Participant.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Each party hereto hereby agrees that (A) an SPC shall be entitled to the benefit of Sections 3.01, 3.04 and 3.05, subject to the requirements and limitations of such Sections (including Sections 3.01(e) and (f)) and Sections 3.06 and 3.07, to the same extent as if such SPC were a Lender, but neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 3.01, 3.04 or 3.05) except to the extent

any entitlement to greater amounts results from a Change in Law after the grant to the SPC occurred, (B) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable and such liability shall remain with the Granting Lender, and (C) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Notwithstanding anything to the contrary contained herein, any SPC may (`) with notice to, but without prior consent of the Borrower and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (1) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee Obligation or credit or liquidity enhancement to such SPC.

(i) Notwithstanding anything to the contrary contained herein, (A) any Lender may in accordance with applicable Law create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it and (B) any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

Section 10.08 Confidentiality. Each of the Agents, the FILO Agent and the Lenders agrees to maintain the confidentiality of the Information and to not use or disclose such information, except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' directors, officers, employees, trustees, investment advisors 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 Information and instructed to keep such Information confidential); (b) to the extent requested by any Governmental Authority (in which case the Agents, the FILO Agent and the Lenders agree (except with respect to any audit or examination conducted by bank accountants or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable Law, to inform the Borrower promptly thereof prior to disclosure); (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (in which case the Agents, the FILO Agent and the Lenders agree (except with respect to any subpoena issued by bank accountants or regulatory authority exercising examination or regulatory authority) and in connection with the Chapter 11 Cases or the Canadian Recognition Proceedings, to the extent practicable and not prohibited by applicable Law, to inform the Borrower promptly thereof prior to disclosure); (d) to any other party to this Agreement; (e) subject to an agreement containing provisions no less favorable to the Borrower as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrower), to any pledgee referred to in Section 10.07(g) or Section 10.07(i), counterparty to a Swap Contract, Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; (f) with the written consent of the Borrower; (g) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 10.08 or similar obligation of confidentiality or (ii) becomes available to any Agent, the FILO Agent, any Lender, or any of their respective Affiliates on a nonconfidential basis from a source other than Holdings, the Borrower or any Subsidiary thereof, and which source is not known by such Agent, the FILO Agent or Lender to be subject to a confidentiality restriction in respect thereof in favor of the Borrower, any other Loan Party or any of their respective Affiliates; and (h) to any Governmental Authority or examiner regulating any Lender (in which case the Agents, the FILO Agent and the Lenders agree (except with respect to any audit or examination conducted by bank accountants or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable Law, to inform the Borrower promptly thereof prior to disclosure). For the purposes of this Section 10.08, "Information" means all information received from any Loan Party or its Affiliates or its Affiliates' directors, officers, employees, trustees, investment advisors or agents, relating to Holdings, the Borrower or any of their subsidiaries or their business, other than any such information that is publicly available to any Agent, the FILO Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08 or similar obligation of confidentiality, including, without limitation, information delivered pursuant to Section 6.01, 6.02 or 6.03 hereof.

Section 10.09 Setoff. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, the Administrative Agent, the FILO Agent, each Lender and each L/C Issuer and its Affiliates is authorized (notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before or order from the Court) at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its own behalf and on behalf of each Loan Party and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time then due and owing by such Lender or L/C Issuer, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Obligations then due and owing to such Lender hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent, the FILO Agent, such Lender or L/C Issuer shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 8.06 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Revolving Obligations then due and owing to such Defaulting Lender as to which it exercised such right of set-off. Notwithstanding anything to the contrary contained herein, no Lender or L/C Issuer shall have a right to set off and apply any deposits held or other Indebtedness owning by such Lender or L/C Issuer, as the case may be, to or for the credit or the account of any Subsidiary of a Loan Party which is not a "United States person" within the meaning of Section 7701(a)(30) of the Code unless such Subsidiary is not a direct or indirect Subsidiary of the Borrower. Each Lender and L/C Issuer agrees promptly to notify the Borrower, the FILO Agent and the Administrative Agent after any such set off and application made by such Lender or L/C Issuer; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent, the FILO Agent, each Lender and each L/C Issuer and under this Section 10.09 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent, the FILO Agent, such Lender or L/C Issuer may have.

Section 10.10 Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic means of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Agents may also require that any such documents and signatures delivered by telecopier or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or such other electronic means.

Section 10.11 Integration. This Agreement, together with the other Loan Documents and the Fee Letter, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Agents or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 10.12 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

Section 10.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.14 GOVERNING LAW.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE OR THE COURT OF THE DISTRICT OF NEW JERSEY (PROVIDED THAT IF NONE OF SUCH COURTS CAN AND WILL EXERCISE SUCH JURISDICTION, SUCH EXCLUSIVITY SHALL NOT APPLY), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, HOLDINGS, EACH AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, HOLDINGS, EACH AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY 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 (I) FOR PURPOSES OF ENFORCING A JUDGMENT, (II) IN CONNECTION WITH EXERCISING REMEDIES AGAINST THE COLLATERAL IN A JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED, OR (III) IN CONNECTION WITH ANY PENDING BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDING IN SUCH JURISDICTION.

(c) THE BORROWER AND HOLDINGS EACH IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING TO THE BORROWER OR HOLDINGS AT THE ADDRESS PROVIDED FOR IT ON SCHEDULE 10.02. NOTHING IN THIS SECTION LIMITS THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.15 WAIVER OF RIGHT TO TRIAL BY JURY. PROVIDED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE CANADIAN RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN SHALL BE SUBJECT TO THE JURISDICTION OF THE EXCLUSIVE CANADIAN COURT. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.16 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower, Holdings, the Administrative Agent, the Collateral Agent, each L/C Issuer and each Lender listed on this Agreement has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent, each L/C Issuer and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders except as permitted by Section 7.04.

Section 10.17 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents or the Secured Hedge Agreements or the Cash Management Agreements (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without the prior written consent of the Administrative Agent. The provision of this Section 10.17 are for the sole benefit of the Lenders and the Administrative Agent and shall not afford any right to, or constitute a defense available to, any Loan Party.

Section 10.18 USA PATRIOT Act. Each Lender hereby notifies the Borrower that, pursuant to the requirements under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the USA PATRIOT Act.

Section 10.19 Release of Collateral and Guarantee Obligations; Subordination of Liens.

(a) The Lenders hereby irrevocably agree that the Liens granted to the Secured Parties by the Loan Parties on any Collateral shall be automatically released (i) in full, as set forth in clause (b) below, (ii) upon the Disposition of such Collateral to any Person other than another Loan Party or an Affiliate of a Loan Party, to the extent such Disposition is permitted hereunder (and the Administrative Agent and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (iii) to the extent such Collateral is comprised of property leased to a Loan Party by a Person that is not a Loan Party, upon termination or expiration of such lease, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 10.01), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee (in accordance with the second succeeding sentence and Section 4.12 of the Guaranty), (vi) as required by the Administrative Agent or the Collateral Agent to effect any sale, transfer or other disposition of Collateral in connection with any exercise of remedies of the Administrative Agent or Collateral Agent pursuant to the Collateral Documents and (vii) to the extent such Collateral otherwise becomes an Excluded Equity Interest. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the 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 except to the extent otherwise released in accordance with the provisions of the Loan Documents. Additionally, the Lenders hereby irrevocably agree that the Guarantors shall be released from the Guarantees upon consummation of any transaction permitted hereunder resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary, or otherwise becoming an Excluded Subsidiary, in each case, solely to the extent such Subsidiary ceasing to constitute a Restricted Subsidiary or otherwise becoming an Excluded Subsidiary is not prohibited by this Agreement. The Lenders hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any Lender; provided that, if reasonably requested by the Administrative Agent, the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower certifying that any such transaction is not prohibited by this Agreement. Any representation, warranty or covenant contained in any Loan Document relating to any such Collateral or Guarantor shall no longer be deemed to be repeated solely with respect to such Collateral or Guarantor.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations and Prior Lender Obligations (other than (i) Hedging Obligations in respect of any Secured Hedging

Agreements, as to which arrangements satisfactory to the provider thereof shall have been made, (ii) Cash Management Obligations in respect of any Secured Cash Management Agreements, as to which arrangements satisfactory to the provider thereof shall have been made and (iii) contingent indemnification obligations and other contingent obligations for which no claim has been asserted) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding that is not Cash Collateralized or back-stopped in a manner reasonably satisfactory to the applicable L/C Issuer, upon request of the Borrower (and at the Borrower's expense), the Administrative Agent and/or Collateral Agent, as applicable, shall (without notice to, or vote or consent of, any Secured Party) take such actions as shall be required to release its security interest in all Collateral, and to release all obligations under any Loan Document. Any such release of Obligations shall be deemed subject to the provision that such Obligations or Prior Lender Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made.

(c) Notwithstanding the foregoing or anything in the Loan Documents to the contrary, at the direction of the Required Lenders, the Administrative Agent may, in exercising remedies, take any and all necessary and appropriate action to effectuate a credit bid of all Loans (or any lesser amount thereof) for the Borrower's assets in a bankruptcy, foreclosure or other similar proceeding, forbear from exercising remedies upon an Event of Default, or in a bankruptcy proceeding, enter into a settlement agreement on behalf of all Lenders.

Section 10.20 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 not, for the avoidance of doubt, to or for the benefit of the Borrower 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 Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, 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 Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, 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 Letters of Credit, 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 either (i) clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (ii) a Lender has provided another representation, warranty and covenant in accordance with clause (iv)

in the immediately preceding clause (a), such Lender further (A) represents and warrants, as of the date such Person became a Lender party hereto, to, and (B) 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 not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not 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 Letters of Credit, 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 hereto or thereto).

Section 10.21 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 Lender that is an 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 Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 10.22 Keepwell.

Each Loan Party that is a Qualified ECP Guarantor at the time the Guaranty or the grant of the security interest under the Security Agreement, in each case, by any Specified Loan Party, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Guaranty and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article X voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Loan Party for all purposes of the Commodity Exchange Act.

Section 10.23 Acknowledgement Regarding Any Supported QFCs.

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts 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 New York 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 10.24 [Reserved]

Section 10.25 Electronic Signatures. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Loan Party to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each of the Loan Parties enforceable against such Loan Party in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Secured Parties of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent, the FILO Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BORROWER**:

DAVID'S BRIDAL, LLC

By: _____
Name:
Title:

**GUARANTORS**:

DBI MIDCO, INC.

By: _____
Name:
Title:

BLUEPRINT REGISTRY, LLC

By: _____
Name:
Title:

DAVID'S BRIDAL CANADA INC.

By: _____
Name:
Title:

**AGENT**:

BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

**LENDERS:**

BANK OF AMERICA, N.A., as a Lender and L/C Issuer

By: _____
Name:
Title:

**FILO AGENT:**

1903P LOAN AGENT, LLC,
as FILO Agent

By: _____
Name:
Title:

**FILO TERM LOAN LENDER:**

1903 PARTNERS, LLC,
as FILO Term Loan Lender

By: _____
Name:
Title:

SCHEDULE 1.01A

Certain Security Interests and Guarantees

1. The Pledge and Security Agreement, dated as of the date hereof, among the Borrower, Holdings, the other grantors from time to time party thereto and the Agent; and

2. The Guaranty, dated as of the date hereof, among Holdings, the other guarantors party thereto and the Agent.

**EXHIBIT B**

**Approved Budget**

**Project Diamond**

**DIP Budget**

| Week Ending: | End 04/22 | End 04/29 | End 05/06 | End 05/13 | End 05/20 | End 05/27 | End 06/03 | End 06/10 | End 06/17 | End 06/24 | End 07/01 | End 07/08 | End 07/15 | End 07/22 | End 07/29 | 15 Week |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *$ Thousands* | MAY | | | | | | JUNE | | | | | JULY | | | | Fcst |
| | **Week 1** | **Week 2** | **Week 3** | **Week 4** | **Week 5** | **Week 6** | **Week 7** | **Week 8** | **Week 9** | **Week 10** | **Week 11** | **Week 12** | **Week 13** | **Week 14** | **Week 15** | **Total** |
| | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | *Post Fcst* | |
| **Cash Flows** | | | | | | | | | | | | | | | | |
| 1.) Store Closing Receipts | 13,236 | 14,211 | 13,170 | 13,573 | 14,370 | 15,273 | 15,011 | 14,696 | 14,602 | 14,242 | 13,715 | 12,750 | 11,715 | 10,453 | 9,246 | 200,263 |
| 2.) Misc. Income | 783 | 487 | 374 | 124 | 124 | 289 | 135 | 135 | 135 | 135 | 335 | 158 | 158 | 158 | 568 | 4,101 |
| 3.) Asset Sale Proceeds | - | - | - | - | - | - | 48,600 | - | - | - | - | - | - | - | - | 48,600 |
| 4.) **Total Cash Receipts** | **14,020** | **14,699** | **13,544** | **13,697** | **14,495** | **15,563** | **63,746** | **14,831** | **14,737** | **14,377** | **14,050** | **12,909** | **11,873** | **10,611** | **9,814** | **252,965** |
| **Operating Disbursements** | | | | | | | | | | | | | | | | |
| 5.) Merchandise (Fillberg) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 6.) Payroll & Benefits | (8,533) | (574) | (8,181) | (511) | (7,954) | (501) | (7,808) | (572) | (7,202) | (564) | (4,622) | (497) | (3,221) | (456) | (3,179) | (54,375) |
| 7.) Customs, Shipping, & Freight | (336) | (2,898) | (440) | (418) | (325) | (1,941) | (504) | (325) | (121) | (594) | - | - | - | - | - | (7,901) |
| 8.) Sales & Other Taxes | (3,393) | (238) | (18) | (1,076) | (2,139) | (38) | (91) | (1,147) | (2,440) | (305) | (76) | (10) | (4,559) | (10) | (89) | (15,629) |
| 9.) Other OpEx | (485) | (6,711) | (685) | (635) | (1,076) | (7,066) | (1,076) | (1,076) | (771) | (771) | (4,752) | (758) | (758) | (701) | (701) | (28,021) |
| 10.) Interest & Financing | - | - | (402) | - | - | - | (344) | - | (81) | - | - | (47) | - | - | - | (875) |
| 11.) **Subtotal** | **(12,747)** | **(10,421)** | **(9,727)** | **(2,640)** | **(11,494)** | **(9,546)** | **(9,823)** | **(3,120)** | **(10,615)** | **(2,233)** | **(9,450)** | **(1,312)** | **(8,538)** | **(1,167)** | **(3,969)** | **(106,800)** |
| **Restructuring Disbursements** | | | | | | | | | | | | | | | | |
| 12.) Critical Vendors | (2,751) | (1,796) | (2,157) | (300) | - | - | - | - | - | - | - | - | - | - | - | (7,004) |
| 13.) Professional Fees | (20) | (340) | (733) | (658) | (433) | (433) | (2,235) | (300) | (375) | (500) | (425) | (263) | (238) | (233) | (483) | (7,665) |
| 14.) Severance & Retention | (1,000) | - | - | - | - | (500) | - | - | - | - | (500) | - | - | - | (1,500) | (3,500) |
| 15.) Store Closing Expenses | (2,489) | (821) | (827) | (839) | (859) | (875) | (879) | (884) | (877) | (871) | (858) | (835) | (818) | (789) | (6,253) | (19,775) |
| 16.) Utility Deposits | - | - | (458) | - | - | - | - | - | - | - | - | - | - | - | - | (458) |
| 17.) Credit Card Holdback | - | - | (500) | - | - | - | - | - | - | - | - | - | - | - | - | (500) |
| 18.) DIP Closing Fee | (425) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | (425) |
| 19.) Stub Rent | - | - | - | - | (3,138) | - | - | - | - | - | - | - | - | - | - | (3,138) |
| 20.) **Subtotal** | (6,686) | (2,956) | (4,674) | (1,797) | (4,429) | (1,807) | (3,114) | (1,184) | (1,252) | (1,371) | (1,783) | (1,098) | (1,055) | (1,021) | (8,236) | (42,465) |
| 21.) **Total Disbursements** | **(19,433)** | **(13,377)** | **(14,401)** | **(4,437)** | **(15,923)** | **(11,353)** | **(12,937)** | **(4,304)** | **(11,868)** | **(3,604)** | **(11,233)** | **(2,410)** | **(9,593)** | **(2,188)** | **(12,205)** | **(149,265)** |
| 22.) **Net Cash Flow** | **(5,413)** | **1,322** | **(857)** | **9,260** | **(1,428)** | **4,209** | **50,808** | **10,527** | **2,869** | **10,773** | **2,817** | **10,499** | **2,280** | **8,423** | **(2,390)** | **103,700** |
| **Financing** | | | | | | | | | | | | | | | | |
| 23.) Starting Est. Book Cash | 3,898 | (534) | (6,809) | (945) | (945) | (1,086) | (7,076) | (1,086) | (1,086) | (714) | 4,719 | 738 | 4,732 | 4,732 | 6,595 | 3,898 |
| 24.) Add: Net Cash Flow Prior to Financing | (5,413) | 1,322 | (857) | 9,260 | (1,428) | 4,209 | 50,808 | 10,527 | 2,869 | 10,773 | 2,817 | 10,499 | 2,280 | 8,423 | (2,390) | 103,700 |
| 25.) Pre-Petition Borrowings / (Pay downs) | (24,020) | (14,455) | - | - | - | - | - | - | - | - | - | - | - | - | - | (38,475) |
| 26.) Post-Petition Borrowings / (Pay downs) | 25,001 | 6,858 | 6,721 | (9,260) | 1,287 | (10,200) | (7,383) | (10,527) | (2,497) | - | - | - | - | - | - | - |
| 27.) LC / FILO Paydown | - | - | - | - | - | - | - | - | - | (5,340) | (6,798) | (6,505) | (2,280) | (6,560) | - | (27,483) |
| 28.) Term Loan Paydown | - | - | - | - | - | - | (37,435) | - | - | - | - | - | - | - | - | (37,435) |
| 29.) Ending Est. Book Available Cash | (534) | (6,809) | (945) | (945) | (1,086) | (7,076) | (1,086) | (1,086) | (714) | 4,719 | 738 | 4,732 | 4,732 | 6,595 | 4,205 | 4,205 |
| 30.) Add: Est. Outstanding Checks | 534 | 6,809 | 945 | 945 | 1,086 | 7,076 | 1,086 | 1,086 | 781 | 781 | 4,762 | 768 | 768 | 711 | 711 | 711 |
| 31.) Ending Est. Bank Available Cash | - | - | - | - | - | - | - | - | 67 | 5,500 | 5,500 | 5,500 | 5,500 | 7,306 | 4,916 | 4,916 |
| **Availability** | | | | | | | | | | | | | | | | |
| 32.) Gross Borrowing Base | 76,872 | 74,168 | 73,666 | 70,867 | 67,938 | 63,272 | 57,692 | 51,402 | 45,213 | 38,088 | 30,642 | 24,112 | 14,591 | 5,886 | - | - |
| 33.) Beginning Revolver Balance | 38,475 | 39,456 | 31,859 | 38,580 | 29,319 | 30,607 | 20,407 | 13,024 | 2,497 | - | - | - | - | - | - | 38,475 |
| 34.) Principal Borrowings / (Pay downs) | 981 | (7,598) | 6,721 | (9,260) | 1,287 | (10,200) | (7,383) | (10,527) | (2,497) | - | - | - | - | - | - | (38,475) |
| 35.) Ending Revolver Balance | 39,456 | 31,859 | 38,580 | 29,319 | 30,607 | 20,407 | 13,024 | 2,497 | - | - | - | - | - | - | - | - |
| 36.) Add: Letters of Credit | 16,853 | 16,853 | 16,853 | 16,853 | 16,853 | 16,853 | 16,853 | 16,853 | 16,853 | 11,513 | 4,715 | - | - | - | - | - |
| 37.) Add: FILO Term Loan | 10,073 | 10,073 | 10,226 | 10,226 | 10,226 | 10,226 | 10,379 | 10,379 | 10,379 | 10,379 | 10,379 | 8,783 | 6,503 | - | - | - |
| 38.) Total ABL Obligation | 66,382 | 58,785 | 65,659 | 56,398 | 57,686 | 47,486 | 40,256 | 29,729 | 27,232 | 21,892 | 15,094 | 8,783 | 6,503 | - | - | - |
| 39.) Senior Super Priority Term Loan | 76,475 | 76,475 | 76,475 | 76,475 | 76,475 | 76,475 | 39,040 | 39,040 | 39,040 | 39,040 | 39,040 | 39,040 | 39,040 | 39,040 | 39,040 | 39,040 |
| 40.) **Net Liquidity** | **10,490** | **15,383** | **8,007** | **14,469** | **10,253** | **15,787** | **17,436** | **21,672** | **18,048** | **21,697** | **21,048** | **20,828** | **13,588** | **13,192** | **4,916** | **4,916** |

# EXHIBIT C

## Required Milestones

- On or before two (2) days after the Petition Date, the Debtors shall have obtained the Interim Order;

- On or before two (2) days after the Petition Date, the Debtors shall have obtained interim orders, in form and substance acceptable to the DIP Agents, authorizing the Debtors to engage a nationally recognized retail liquidator that is reasonably acceptable to the DIP Agent and the Prepetition ABL Agent to conduct the store closing sales, and (ii) use and continue to operate the cash management system, in each case, on terms and conditions satisfactory to the DIP Agents;

- On or before thirty-five (35) days after the Petition Date, the Debtors shall have obtained the Final Order;

- On or before thirty-five (35) days after the Petition Date, the Debtors shall have obtained final orders, in form and substance acceptable to the DIP Agents, authorizing the Debtors to (i) assume the Debtors' consulting agreement with a nationally recognized retail liquidator that is reasonably acceptable to the DIP Agent and the Prepetition ABL Agent and conduct the store closing sales contemplated thereunder, and (ii) use and continue to operate the cash management system, in each case, on terms and conditions satisfactory to the DIP Agents;

- On or before June 14, 2023, the Debtors shall have consummated a sale or all or substantially all of the DIP Secondary Collateral;

- On or before August 1, 2023, the Debtors shall have caused the DIP Obligations and the Prepetition ABL Obligations to be Paid in Full.