

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE
JUSTICE OSBORNE

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FRIDAY, THE 14TH
DAY OF JUNE, 2024

**IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC.,
3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR
(PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND
INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AS AMENDED**

**SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

THIS APPLICATION, made by Coach USA, Inc., in its capacity as the foreign representative (the “**Foreign Representative**”) of 3329003 Canada Inc., Megabus Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc. and Douglas Braund Investments Limited (collectively, the “**Canadian Debtors**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Spencer Ware affirmed June 13, 2024 (the “**Ware Affidavit**”), and the affidavit of service of Milan Singh-Cheema affirmed June 13, 2024, filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as proposed information officer, Wells Fargo Bank, National Association and those other parties present, no one else

appearing although duly served as appears from the affidavit of service of Milan Singh-Cheema affirmed June 13, 2024, and on reading the consent of A&M to act as the information officer:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Ware Affidavit.

INITIAL RECOGNITION ORDER

3. **THIS COURT ORDERS** that the provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order (Foreign Main Proceeding) dated as of June 14, 2024 (the “**Recognition Order**”), provided that in the event of a conflict between the provisions of this Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) made in the Foreign Proceeding (as defined in the Recognition Order) (the “**Foreign Orders**”) are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (I) Authorizing Coach USA Inc. to Act as Foreign Representative of the Debtors and (II) Granting Related Relief* (the “**Foreign Representative Order**”);
- (b) *Interim Order (I) Authorizing Applicable Debtors to: (A) Use Cash Collateral on an Emergency Basis Pending a Final Hearing; (B) Postpetition Debt on a Emergency Basis Pending a Final Hearing; and (C) Grant Adequate Protection and Provide Security and Other Relief to Wells Fargo Bank, National Association, as Agent and the Other Secured Parties* (the “**Interim DIP Order**”);

- (c) *Order (I) Authorizing the Joint Administration of the Debtors' Chapter 11 Cases, (II) Granting Related Relief (the “**Joint Administration Order**”);*
- (d) *Interim Order (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Determining Additional Adequate Assurance of Payment, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the “**Interim Utilities Order**”);*
- (e) *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and Related Obligations, (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief (the “**Interim Taxes Order**”);*
- (f) *Interim Order (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief (the “**Interim Wages Order**”);*
- (g) *Interim Order (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance and Surety Programs, Including Payment of Policy Premiums, Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Program; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief (the “**Insurance and Surety Bond Motion**”);*
- (h) *Interim Order (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief (the “**Interim Cash Management Order**”);*

- (i) *Interim Order (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the “**Interim Customer Programs Order**”);
- (j) *Interim Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the “**Interim Critical Vendors Order**”);
- (k) *Chapter 11 Debtors’ Application for Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent* (the “**Kroll Retention Motion**”);
- (l) *An Order (I) Authorizing the Redaction of Certain Personal Identification Information in Chapter 11 Debtors’ Creditor Matrix; and (II) Granting Related Relief* (the “**Creditor Matrix Redaction Order**”); and
- (m) *Interim Order Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity In (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness With Respect To The Foregoing Equity Interests* (the “**Interim NOL Order**”);

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below). Copies of which are attached as Schedules “A” to “M” hereto, respectively.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that A&M is hereby appointed as an officer of this Court (in such capacity, the “**Information Officer**”), with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CANADIAN DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the “**Stay Period**”) no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Canadian Debtors, or their employees or representatives acting in such capacities, or affecting their business (the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), except with the written consent of the Canadian Debtors or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Canadian Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that, without limiting the stay of proceedings provided for in the Recognition Order, during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Canadian Debtors or their employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Canadian Debtors or leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada, (b) empower any of the Canadian Debtors to carry on any business in Canada which that Canadian Debtor is not lawfully entitled to carry on, (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (d) prevent the filing of any registration to preserve or perfect a security interest, or (e) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Canadian Debtors and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Canadian Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Canadian Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Canadian Debtors, and that the Canadian Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Canadian Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Canadian Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;

- (b) shall report to this Court periodically with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;
- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Canadian Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Canadian Debtors and the Foreign Representative shall (a) advise the Information Officer of all material steps taken by the Canadian Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (a) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (b) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Canadian Debtor with information provided by the Canadian Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Canadian Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Canadian Debtors may agree.

17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Canadian Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Canadian Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on such terms as such parties may agree and, in addition, the Canadian Debtors are hereby authorized to pay to Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer retainers *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer, shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of US\$500,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 25 and 27 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that Canadian Debtors shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of Canadian Debtors after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of Canadian Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of US\$3,900,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 25 and 27 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Canadian Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

REDUCTION OF DIRECTORS' CHARGE

23. **THIS COURT ORDERS** that the amount of the Directors' Charge granted in paragraph 23 of the Supplemental Order shall be reduced: (i) to US\$450,000 upon the completion of one or more transactions for the sale of all or substantially all of the Property providing for the employment of substantially all employees of the Canadian Debtors and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Debtors that were secured under the Directors' Charge, as evidenced by the filing of a certificate of the Information Officer confirming closing of such transaction(s); or (ii) by such other amount as may be agreed to by the Canadian Debtors and the DIP Lender, in consultation with the Information Officer, upon the service by the Information Officer of a certificate substantially in the form attached as Schedule "O" hereto (the "**Information Officer's Certificate**") on the Service List.

DIP FINANCING

24. **THIS COURT ORDERS** that the Agent, for and on behalf of themselves and the DIP Secured Parties (each as defined in the Interim DIP Order), shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Charge**”) on the Property, which DIP Charge shall be consistent with the liens, charges and priorities created by or set forth in the Interim DIP Order (including, with respect to the Carveout and the Prepetition ABL Priority Obligations (each as defined in the Ware Affidavit)), provided however that, with respect to the Property, the DIP Charge shall have the priority set out in paragraphs 25 and 27 hereof, and further provided that, the DIP Charge shall not be enforced except with leave of this Court on notice to those parties on the Service List (as hereinafter defined).

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

25. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors’ Charge and the DIP Charge (collectively, the “**Charges**”), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of US\$500,000);
- (b) Second – Directors’ Charge (subject to paragraph 23 to the maximum amount of US\$3,900,000); and
- (c) Third – DIP Charge.

26. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

27. **THIS COURT ORDERS** that the Charges (as constituted and defined herein) shall constitute a charge on the Property and such Charges, subject to paragraph 24 herein with respect to the DIP Charge, shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

28. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Canadian Debtors shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Charges.

29. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any Canadian Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by a Canadian Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Canadian Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

30. **THIS COURT ORDERS** that the Charges created by this Order over leases of real property in Canada shall only be a Charge in the applicable Canadian Debtors’ interest in such real property leases.

SERVICE AND NOTICE

31. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [●]

32. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable, the Canadian Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Canadian Debtors’ creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the books and records of the Canadian Debtors and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

33. **THIS COURT ORDERS** that the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Canadian Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial

obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

34. **THIS COURT ORDERS** that the Information Officer shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Information Officer shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to this proceeding. Notwithstanding the foregoing, the Information Officer shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

35. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Canadian Debtor, the Business or the Property.

37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative and the Information Officer, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

39. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule “N” hereto (the “**JIN Guidelines**”), are hereby adopted by this Court for the purposes of these recognition proceedings.

40. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Canadian

41. Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

42. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

SCHEDULE A
FOREIGN REPRESENTATIVE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 4

**ORDER (I) AUTHORIZING COACH USA, INC. TO ACT AS FOREIGN
REPRESENTATIVE OF THE DEBTORS AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing Coach USA, Inc. to Act as Foreign Representative of the Debtors, and (II) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion;

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Coach USA is hereby authorized (a) to act as the foreign representative of the Debtors, (b) to seek recognition by the Canadian Court of these Chapter 11 Cases and of certain orders made by the Court in these Chapter 11 Cases from time to time, (c) to request that the Canadian Court lend assistance to this Court and grant comity to the foreign representative, and (d) to seek any other appropriate relief from the Canadian Court that the Debtors deem just and proper.
3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a “foreign main proceeding” and Coach USA as a “foreign representative” pursuant to the Companies’ Creditors Arrangement Act and to recognize and give full force and effect to this Order in all provinces and territories of Canada.
4. This Court requests the assistance of the Canadian Court to act in aid of and be auxiliary to this Court in relation to the protection of the Debtors’ assets in Canada, including by giving effect to the automatic stay under section 362(a) of the Bankruptcy Code in Canada.

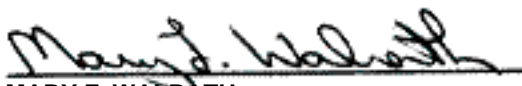
5. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE B
INTERIM DIP ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Re: Docket No. 17

**INTERIM ORDER (I) AUTHORIZING THE APPLICABLE DEBTORS TO OBTAIN
POSTPETITION SECURED FINANCING; (II) AUTHORIZING THE DEBTORS'
USE OF CASH COLLATERAL; (III) GRANTING ADEQUATE PROTECTION TO
PREPETITION ABL ADMINISTRATIVE AGENT AND THE OTHER
PREPETITION SECURED PARTIES; (IV) SCHEDULING A FINAL HEARING;
AND (V) GRANTING RELATED RELIEF**

This matter came before this Court on the motion (the "Motion") of Project Kenwood Intermediate Holdings III, LLC ("Parent") and its direct and indirect debtor subsidiaries (the "Applicable Debtors") requesting that this Court enter an interim order authorizing the Applicable Debtors to: (a) use certain Cash Collateral on an emergency basis pending a Final Hearing; (b) incur Postpetition Debt on an emergency basis pending a Final Hearing; and (c) grant adequate protection and provide security and other relief to Wells Fargo Bank, National Association ("Wells"), in its capacity as agent ("Prepetition ABL Administrative Agent") to the lenders party to Prepetition ABL Agreement ("Prepetition ABL Lenders") and the other Prepetition Secured Parties, and Wells Fargo Bank, National Association in its capacity as agent ("DIP Agent"; together Prepetition ABL Administrative Agent, "Agents") to the lenders party to the DIP Credit Agreement ("DIP Lenders"; together with Prepetition ABL Lenders, the "Lenders") and the other Postpetition Secured Parties. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

This Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Petition Date.

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A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Bankruptcy Code §§ 363 and 364, Rule 4001(b) and (c), and Local Rule 4001-1 and 4001-2, and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors have retained possession of their property and continue to operate their respective businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Cases and this proceeding pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. The Court may enter a final order consistent with Article III of the United States Constitution. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. As of the date hereof, no Committee has been appointed in these Cases.

D. Subject to Paragraph 9 of this Order, Applicable Debtors (for themselves and their non-Debtor subsidiaries) admit, stipulate and agree that:

1. the Prepetition ABL Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Applicable Debtors, Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties;

2. the Prepetition Debt constitutes the legal, valid and binding obligation of Applicable Debtors, enforceable in accordance with the terms of the Prepetition ABL Documents, all of which are deemed to be reaffirmed by the parties thereto;

3. as of the Petition Date, Applicable Debtors are each liable for the payment and performance of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than \$182,269,070.45, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

5. the Prepetition Liens are Priority Liens, subject to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. Nothing herein shall prejudice Prepetition ABL Administrative Agent's and any Prepetition ABL Lender's right to: (1) assert that their respective interests in the Prepetition Collateral lack adequate protection; or (2) seek a valuation of the Prepetition Collateral;

7. Debtors do not have, and each of the Debtors hereby absolutely, unconditionally and irrevocably releases, remises, and discharges and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition ABL Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition ABL Administrative Agent, any Prepetition ABL Lenders, any other Prepetition Secured Party and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, advisors, principals, employees, consultants, agents, legal representatives and other representatives.

E. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of this Order and are entitled to adequate protection as set forth herein pursuant to Bankruptcy Code §§ 361, 362, 363 and 364 for any decrease in the value of their interests in the Prepetition Collateral from and after the Petition Date.

F. Applicable Debtors need to use Cash Collateral and incur Postpetition Debt as provided herein through the conclusion of the Final Hearing, in order to prevent immediate and irreparable harm to the Applicable Debtors' estates and minimize disruption to and avoid the termination of their business operations. Entry of this Order will also enhance the

possibility of maximizing the value of the Applicable Debtors' businesses in connection with an orderly sale or other disposition of the Aggregate Collateral.

G. Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) sufficient to finance the operations of their businesses. Except as provided below, Debtors are unable to obtain credit allowable under Bankruptcy Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by DIP Agent and DIP Lenders. An immediate need exists for the Debtors to obtain Postpetition Debt in order to continue operations and to administer and preserve the value of their estates. The Debtors, as of the Petition Date, do not have sufficient cash resources to finance their ongoing operations and require the availability of working capital from Postpetition Debt, the absence of which would immediately and irreparably harm the Debtors, their estates and creditors.

H. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in Bankruptcy Code § 364(e).

I. The terms and conditions of the DIP Documents are fair and reasonable, the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration.

J. Under the circumstances of these Cases, this Order is a fair and reasonable response to Applicable Debtors' request for Agents' and Lenders' consent to the use of Cash Collateral and provision of Postpetition Debt, and the entry of this Order is in the best interest of Applicable Debtors' estates and their creditors.

K. The Interim Hearing was held pursuant to Rule 4001(b)(2). Under the exigent circumstances described in the Declarations, proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. The Applicable Debtors are authorized to use Cash Collateral solely in accordance with the terms and provisions of this Order, to the extent required to pay when due those expenses enumerated in the Budget,

including funding the Carveout Account, and to pay Allowable 506(b) Amounts and the Postpetition Charges.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to DIP Agent. Applicable Debtors shall deposit all Cash Collateral now or hereafter in their possession or control into the Blocked Account (or otherwise deliver such Cash Collateral to DIP Agent in a manner satisfactory to DIP Agent) promptly upon receipt thereof for application in accordance with Paragraph 2(c) of this Order.

(b) Cash Collateral in Agents' or Lenders' Possession. Agents are authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its or any Agent's or any Lender's possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Except as Agents may otherwise elect in their discretion, Agents are authorized to apply all Cash Collateral now or hereafter in any Agent's or any Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, until Paid in Full; (2) second, to the payment of all other Prepetition Debt in accordance with the Prepetition ABL Documents, until Paid in Full; (3) third, to the payment of Postpetition Debt consisting of Postpetition Charges, until Paid in Full; and (4) fourth, to payment of other Postpetition Debt in accordance with the DIP Credit Agreement, until Paid in Full. All such applications to Postpetition Debt shall be final and not subject to challenge by any Person, including any Trustee. All such applications to Prepetition Debt shall be final, subject only to the right of parties in interest to seek a determination in accordance with Paragraph 9 below that such applications to other Prepetition Debt resulted in the payment of a claim that was not an allowed secured claim of Prepetition ABL Administrative Agent and Prepetition Secured Parties. Any amounts that are determined by the Court as a result of any such objection or determination to have been improperly applied to the Prepetition Debt will be first applied to pay Postpetition Debt consisting of Postpetition Charges and then to all other Postpetition Debt, dollar-for-dollar, until Paid in Full.

(d) Prohibition Against Use of Cash Collateral. Unless otherwise consented to by Agents in writing, in Agents' discretion, Applicable Debtors may not use, seek to use, or be permitted to use any Cash Collateral for any purpose until the Aggregate Debt is Paid in Full; provided, however, that Debtors may use Cash Collateral solely as provided for in this Order.

3. Authorization To Incur Postpetition Debt.

(a) DIP Documents. Applicable Debtors are hereby authorized and have agreed to: (1) execute the DIP Documents, including all documents that DIP Agent and DIP Lenders find reasonably necessary or desirable to implement the transactions contemplated by the DIP Documents; and (2) perform their obligations under and comply with all of the terms and provisions of the DIP Documents and this Order (notwithstanding, until the entry of the Final Order, the Unused Line Fee shall be charged only against the unused portion of the \$20,000,000 of new money commitments under the DIP Documents). Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of Applicable Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the DIP Documents, and this Order, this Order shall govern and control.

(b) Permitted Uses of Postpetition Debt. Applicable Debtors are authorized and have agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, (2) to the extent required to pay those expenses enumerated in the Budget, including funding the Carveout Account, as and when such expenses become due and payable, subject to the Permitted Variance and the terms of the DIP Documents, and (3) to pay Allowable 506(b) Amounts and the Postpetition Charges. If DIP Lenders advance monies to Applicable Debtors and Applicable Debtors use such monies other than in accordance with the terms or provisions of this Order, such advances shall be considered Postpetition Debt for purposes of this Order. Except as otherwise permitted by Section 6.7(d) of the DIP Credit Agreement, no Applicable Debtor shall, nor shall it permit any of its Subsidiaries (as defined in the DIP Credit Agreement), through any manner or means or through any other person to, directly or indirectly, use proceeds of the Postpetition Debt: (i) to declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries (including any

payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries), (ii) to purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, (iii) to make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding, (iv) in furtherance of an offer, to pay, to promise to pay, or to authorize the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party (as each such term is defined in the DIP Credit Agreement), or (v) in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent or DIP Lenders, except for up to \$50,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

(c) Additional Terms of Postpetition Debt.

(i) Maximum Amount. The maximum principal amount of Postpetition Debt outstanding shall not at any time exceed \$199,969,560.45 (the "Maximum Amount").

(ii) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the Base Rate (as defined in the DIP Credit Agreement) plus 4.0% (exclusive of any default rate interest that may be imposed under the DIP Credit Agreement).

(iii) Closing Fee. Applicable Debtors shall pay to DIP Agent, for the benefit of DIP Lenders, a closing fee (the "Closing Fee") in an amount equal to \$600,000, which Closing Fee shall be fully earned, due and payable in kind immediately upon the closing of the DIP Credit Agreement.

(iv) Servicing Fee. A monthly servicing fee in an amount equal to \$12,000.

(v) Contingent Obligations. Upon the entry of this Order, all of the Prepetition Debt consisting of contingent Prepetition Debt (including, without limitation, in respect of "Letters of Credit", "Hedge Obligations" and "Bank Product Obligations", as such terms are defined in the Prepetition ABL Agreement) will be deemed to be assumed by the Debtors and reissued or otherwise incurred by the Debtors under the DIP Documents as Postpetition Debt.

(vi) Maturity. The earliest of (i) the date that is 180 days after the Petition Date, (ii) 28 days following the consummation of a sale of all or substantially all of the Debtors' assets and (iii) the effective date of a plan of reorganization.

(vii) Guarantors. Each Guaranty and all related security documents shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by DIP Agent and DIP Lenders pursuant to Bankruptcy Code § 364. Each Guarantor is and shall remain liable for the guaranteed obligations under each such Guaranty, including, without limitation, all Postpetition Debt, and any refinancing thereof.

(viii) Prepetition ABL Documents. Each Prepetition Third Party Document, and other Prepetition ABL Document will remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of any Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by Agents and Lenders pursuant to Bankruptcy Code § 364. Each "Borrower" and "Guarantor" (as each such term is defined in the Prepetition ABL Agreement) is and will remain liable for all guaranteed obligations and indebtedness under the Prepetition ABL Documents.

(ix) Joint and Several Liability of Applicable Debtors. The obligations of each Debtor under this Order shall be joint and several.

(x) Control Agreements. All "Control Agreements" (as defined in the Prepetition ABL Agreement) in effect as of the Petition Date shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt is hereby granted superpriority administrative expense status under Bankruptcy Code § 364(c)(1), with priority over all costs and expenses of administration of the Cases that are incurred under any provision of the Bankruptcy Code. In addition, DIP Agent is hereby granted the Postpetition Liens, for the benefit of itself, the DIP Lenders and the other

Postpetition Secured Parties to secure the Postpetition Debt. The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) are (x) with respect to all Prepetition Collateral, Priority Liens (subject only to Permitted Priority Liens, the Prepetition Liens and Replacement Liens) pursuant to Bankruptcy Code § 364(c)(3) and (y) with respect to all Postpetition Collateral (excluding the Prepetition Collateral), Priority Liens (subject only to Permitted Priority Liens subject to § 364(c)(2), in each case of the foregoing clauses (x) and (y), without any further action by Applicable Debtors or DIP Agent and without the execution, delivery, filing or recordation of any financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Bankruptcy Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case; (5) shall not be subject to Bankruptcy Code § 510(c); and (6) upon approval of the Final Order, shall not be subject to any landlord's lien, banker's lien, bailee's rights, carrier's lien, right of distraint or levy, security interest, right of setoff, or any other lien, right or interest that any bailee, warehouseman, bank, processor, shipper, carrier, or landlord may have in any or all of the Aggregate Collateral. Without limiting the foregoing, Debtors shall execute and deliver to DIP Agent such financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust, instruments and other documents and instruments as DIP Agent may request from time to time, and any such documents filed by DIP Agent shall be deemed filed as of the Petition Date. Further, Prepetition ABL Administrative Agent shall serve as agent for DIP Agent for purposes of perfecting DIP Agent's security interest in any Postpetition Collateral that may require perfection by possession, control or title notation, including, without limitation, under the Control Agreements. In addition, all Prepetition Third Party Documents shall be deemed to be for the benefit of DIP Agent and Postpetition Secured Parties without further order of Court or action by any Person. Without limiting the foregoing, DIP Agent, for itself and the Postpetition Secured Parties, has, and will be deemed to have, a perfected Postpetition Lien on all existing deposit accounts of each Debtor and any new deposit account that any Applicable Debtor may establish on or after the date hereof without any further action by Debtors or DIP Agent. A copy of this Order (or a notice of this Order in recordable form) may be used by DIP Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by DIP Agent for the perfection of the Postpetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such

instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized and directed to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(e) Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under Bankruptcy Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Bankruptcy Code § 364, Agents have consented to such order.

4. Adequate Protection of Interests of Prepetition ABL Administrative Agent and Prepetition Secured Parties in the Prepetition Collateral and the Prepetition Liens. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of this Order and are entitled to adequate protection as set forth herein and to the extent required under Bankruptcy Code §§ 361, 362, 363 or 364 for any decrease in the value of such interests in the Prepetition Collateral from and after the Petition Date on account of the stay, use, sale, lease, license, grant or other disposition of any Prepetition Collateral.

(a) Payments to Prepetition ABL Lenders. Debtors will timely make (x) monthly payments of interest and letter of credit commissions to the Prepetition ABL Lenders at the default rate as provided for in, and in accordance with, Section 2.6(c) of the Prepetition ABL Agreement commencing on the first scheduled payment date occurring after the Petition Date, whether or not included in the Budget and (y) payments in cash on a current basis of all fees, costs and expenses of Prepetition ABL Administrative Agent's legal counsel (including local and special counsel) and advisors; provided, however, that none of such fees, costs and expenses ("Prepetition ABL Administrative Agent Professional Fees") provided as adequate protection payments under this paragraph (a) shall be subject to approval by the Court or the United States Trustee, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. Prior to any conversion of the Chapter 11 Cases to chapter 7, any Prepetition ABL Administrative Agent Professional Fees shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the Prepetition ABL

Administrative Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the Prepetition ABL Administrative Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the Prepetition ABL Administrative Agent a fee objection (a "Prepetition ABL Administrative Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such Prepetition ABL Administrative Agent Professional Fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no Prepetition ABL Administrative Agent Fee Objection is filed with this Court and served on the Prepetition ABL Administrative Agent in such fourteen (14)-day period. If a Prepetition ABL Administrative Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the Prepetition ABL Administrative Agent Fee Objection.

(b) Priority of Prepetition Liens/Allowance of Prepetition ABL Lenders' Claim. Subject to the terms of Paragraph 9 of this Order: (1) the Prepetition Liens constitute Priority Liens, subject only to the Permitted Priority Liens; (2) the Prepetition Debt constitutes the legal, valid, and binding obligation of each Applicable Debtor, enforceable in accordance with the terms of the Prepetition ABL Documents; (3) no offsets, defenses, or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (4) Prepetition ABL Administrative Agent's and Prepetition Secured Parties' claim with respect to the Prepetition Debt is for all purposes an allowed claim.

(c) Replacement Liens. Prepetition ABL Administrative Agent is hereby granted the Replacement Liens, for the benefit of itself and the Prepetition Secured Parties, as security for the complete payment and performance of the Prepetition Debt. The Replacement Liens: (1) are subject to the Carveout, (2) are in addition to the Prepetition Liens; (3) are properly perfected, valid, and enforceable liens without any other or further action by Applicable Debtors or Prepetition ABL Administrative Agent, and without the execution, filing,

or recordation of any financing statement, security agreement, control agreement, mortgage, deed of trust, title notation, or other document or instrument; and (4) will remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case. Without limiting the foregoing, Applicable Debtors are authorized to, and must, execute and deliver to Prepetition ABL Administrative Agent any such financing statements, security agreements, control agreements, mortgages, deeds of trust, title notations and other documents and instruments as Prepetition ABL Administrative Agent may request from time to time in its discretion in respect of the Replacement Liens, and any such documents filed by Prepetition ABL Administrative Agent shall be deemed filed as of the Petition Date. A copy of this Order (or a notice of this Order in recordable form) may be used by Prepetition ABL Administrative Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by Prepetition ABL Administrative Agent for the perfection of the Prepetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(d) Allowed Bankruptcy Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition ABL Administrative Agent and the other Prepetition Secured Parties in the Prepetition Collateral granted pursuant to this Order proves insufficient, Prepetition ABL Administrative Agent and the other Prepetition Secured Parties will have an allowed claim under Bankruptcy Code § 507(b), subject to the Carveout, in the amount of any such insufficiency, with priority over (1) any and all costs and expenses of administration of the Cases (other than the claims of DIP Agent, DIP Lenders, and the other Postpetition Secured Parties under Bankruptcy Code § 364) that are incurred under any provision of the Bankruptcy Code and (2) the claims of any other party in interest under Bankruptcy Code § 507(b).

5. Reporting and Rights of Access and Information. The Applicable Debtors shall timely comply with all reporting requirements set forth in the Prepetition ABL Agreement and the DIP Credit Agreement, as applicable. The Applicable Debtors shall comply with the rights of access and information afforded to the DIP Agent and DIP Lenders under the DIP

Documents and the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders under the Prepetition ABL Documents.

6. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Upon the Termination Date without further notice or order of Court: (1) Applicable Debtors' authorization to use Cash Collateral and incur Postpetition Debt hereunder will automatically terminate; and (2) at DIP Agent's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) Applicable Debtors shall be prohibited from using Cash Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 2(c) of this Order and (iii) each Agent shall be entitled to setoff any cash in any Agent's or any Lender's possession or control and apply such cash to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(b) Rights and Remedies. At the conclusion of the Remedies Notice Period, at DIP Agent's election without further order of the Court: (1) Agents shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to them under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law (including, with respect to any Aggregate Collateral consisting of Real Property, the right to appoint a receiver, the right to foreclose judicially or non-judicially, and other rights and remedies which, under applicable non-bankruptcy law, could be granted to a mortgagee or to a trustee or to a beneficiary pursuant to the terms of a Mortgage (as defined in the Prepetition ABL Agreement and DIP Credit Agreement)); and (2) Applicable Debtors shall promptly surrender the Aggregate Collateral upon written demand by any Agent and otherwise cooperate and not interfere with Agents and Lenders in the exercise of their rights and remedies under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to Agents. Notwithstanding the foregoing, during the Remedies Notice Period, Applicable Debtors, any Committee, and the United States Trustee shall be entitled to seek an emergency hearing seeking an order of this Court determining that an Event of Default alleged to have given rise to the Termination Date

did not occur; provided, however, that during the Remedies Notice Period (x) the Applicable Debtors shall be entitled to use Cash Collateral in accordance with the terms of this Order solely to make payroll and other critical expenses (as agreed to by Applicable Debtors and Agent) in accordance with the terms of the Budget and (y) DIP Lenders shall have no obligation to advance Postpetition Debt to Applicable Debtors and may exercise sole dominion over deposit accounts (or otherwise exercise rights under any deposit account control agreements) and except as otherwise set forth in subclause (x), apply all Cash Collateral to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(c) Access to Collateral. Upon the entry of the Final Order, notwithstanding anything to the contrary herein or in any Prepetition Third Party Document or DIP Document, upon written notice to the landlord of any of the Applicable Debtors' leased premises that an Event of Default has occurred and is continuing, Agents may elect to (but will not be obligated to) enter upon any such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and will be entitled to such Applicable Debtor's rights and privileges under such lease without any interference from such landlord; provided, however, that such Agent shall pay to such landlord rent first accruing after the date on which such Agent commences occupancy of the leased premises, calculated on a per diem basis at the non-default rate of rent, solely for the period during which Agent actually occupies such leased premises.

7. Carveout.

(a) Carveout Terms. For purposes of this Order, “Carveout” shall mean: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the Carveout Trigger Notice) (collectively, the “Statutory Fees”); plus the sum of (ii) all reasonable fees and expenses up to \$25,000 incurred by a trustee under Bankruptcy Code § 726(b) (without regard to the Carveout Trigger Notice) (the “Chapter 7 Trustee Carveout”); (iii) to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise, subject to the Budget (as set forth below), all unpaid fees, costs, disbursements and expenses (the “Allowed Professional Fees”) incurred or earned by the Carveout Professionals at any time before or on the Carveout Trigger Date, whether allowed by the Court prior to, on, or after delivery of a Carveout Trigger

Notice (the “Pre-Trigger Carveout Cap”); and (iv) Allowed Professional Fees of the Carveout Professionals incurred after the Carveout Trigger Date in an aggregate amount not to exceed the Post-Carveout Trigger Notice Amount, to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carveout Trigger Notice Cap” and such amounts set forth in clauses (i) through (iv), the “Carveout Cap”); *provided that*, (A) nothing herein shall be construed to impair any party’s ability to object to Court approval of the fees, expenses, reimbursement of expenses or compensation of any Carveout Professional, (B) the Carveout with respect to each Carveout Professional shall not exceed the aggregate amount provided in the applicable line item in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Carveout Trigger Date, (C) the Carveout with respect to each Carveout Professional shall be reduced dollar-for-dollar by any payments of fees and expenses to the Carveout Professional, (D) the Carveout with respect to each Carveout Professional shall be paid out of any prepetition retainer or property of the estate (other than property subject to an unavoidable security interest or lien in favor of any Agent or any other Secured Party) before such payments are made from proceeds of the Postpetition Debt or the Aggregate Collateral and (E) no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget (provided, however, (x) any Carveout Professional that is counsel for the Applicable Debtors may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Applicable Debtors and (y) any Carveout Professional that is counsel for the Committee may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Committee). Neither the Agent nor the Lenders shall be responsible for the payment or reimbursement of any fees or disbursements of any Carveout Professional incurred in connection with the Cases, other than payment or reimbursement of any fees or disbursements from proceeds of Aggregate Collateral to the extent of the Carveout as set forth in this Paragraph 7. Nothing in this Order or otherwise shall be construed to obligate the any Agent or any Lender, in any way, to pay compensation to, or to reimburse expenses of, any Carveout Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(b) Carveout Usage. No portion of the Carveout and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any Person,

including any Debtor, any Committee, or any Carveout Professional, in connection with claims or causes of action adverse (or which claim an interest adverse) to any Agent, any Lender, any other Secured Party, or any of their respective rights or interests in the Aggregate Collateral, the DIP Documents, or the Prepetition ABL Documents, including, without limitation, (1) preventing, hindering, or delaying any Agent's or any other Secured Party's enforcement or realization upon any of the Aggregate Collateral or the exercise of their rights and remedies under this Order, any DIP Document, any Prepetition ABL Document, or applicable law, in each case, once an Event of Default has occurred, (2) using or seeking to use any Cash Collateral or incurring indebtedness in violation of the terms hereof, or (3) objecting to, or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any Aggregate Debt, any Prepetition ABL Document, any DIP Document, or any mortgages, deeds of trust, liens, or security interests with respect thereto or any other rights or interests of any Agent or any other Secured Party, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any Agent or any other Secured Party; provided, however, that the foregoing shall not apply to costs and expenses, in an aggregate amount not to exceed \$50,000, incurred by all of the Committee's Carveout Professionals in connection with the investigation of a potential Challenge in accordance with Paragraph 9 of this Order; provided, further, however, that the Carveout may be used to pay fees and expenses incurred by the Carveout Professionals in connection with the negotiation, preparation, and entry of this Order or any amendment hereto consented to by DIP Agent.

(c) Carveout Procedure. On the last business day of each week prior to the Carveout Trigger Date, the Debtors shall fund the Carveout Account using proceeds of Postpetition Debt (subject to the terms and conditions of the DIP Credit Agreement) in an amount equal to the professional fees for Carveout Professionals as set forth in the Budget for the week then ended (with the Carveout amount for each Carveout Professional determined in accordance with the provisos set forth subclauses (B) through (E) in Paragraph 7(a) above). Except as set forth in the preceding sentence, DIP Lenders shall have no obligation to fund the Carveout Account or any fees or expenses of Carveout Professionals accrued on, prior to, or after the Carveout Trigger Date and the Carveout Account shall be funded solely with the proceeds of Postpetition Debt as described in this Paragraph 7(a). All funds in the Carveout Account shall be

used to pay the Carveout (whether such fees are allowed on an interim or final basis) for Allowed Professional Fees for the Carveout Professionals in an amount not to exceed the Carveout Cap, and, subject to the Carveout Cap, all Carveout Professionals shall have all professional fees paid from the Carveout Account prior to seeking payment from any other Aggregate Collateral. If, after payment in full of the Carveout (up to the Carveout Cap) for Allowed Professional Fees of Carveout Professionals, all remaining funds in the Carveout Account shall be returned to the Agents on behalf of the Lenders. The Applicable Debtors shall periodically, upon the request of the DIP Agent, provide to the DIP Agent a written report (the "Carveout Report"), in which the Applicable Debtors disclose their then current estimate of (1) the aggregate amount of unpaid professional fees, costs and expenses accrued or incurred by the Carveout Professionals, through the date of the Carveout Report, and (2) projected fees, costs and expenses of the Carveout Professionals for the 30 day period following the date of such Carveout Report. Nothing herein shall be construed as consent by Agents and Lenders to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of Agents or any Lender to object to the allowance and payment of such fees, costs or expenses, or the right of Agents or any Lender to the return of any portion of the Carveout that is funded with respect to fees and expenses for a Carveout Professional that are approved on an interim basis that are later denied on a final basis.

8. No Surcharge. Applicable Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of Applicable Debtors' businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes any and all items potentially chargeable to Agents and Lenders under Bankruptcy Code § 506(c). Therefore, in the exercise of their business judgment, subject to entry of the Final Order, Applicable Debtors (or any Trustee) agree that there will be no surcharge of the Aggregate Collateral for any purpose unless agreed to in writing by Agents and Lenders, and effective upon entry of the Final Order, each Applicable Debtor (or any Trustee), on behalf of its estate, will be deemed to have waived any and all rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may

relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral. In reliance on the foregoing, Agents and Lenders have agreed to the entry of this Order.

9. Reservation of Rights; Bar of Challenges and Claims.

(a) Notwithstanding any other provisions of this Interim Order, any interested party with requisite standing (other than the Debtors or their professionals) in these Cases (including, without limitation, any Committee) shall have until the date that is seventy-five (75) days after entry of this Interim Order (such period, the “Challenge Period”, to commence an adversary proceeding against the Prepetition Secured Parties (as applicable) for the purpose (collectively, a “Challenge Action”) of: (i) challenging any of the stipulations contained in Paragraph D, (ii) challenging the validity, extent, priority, perfection, enforceability and non-avoidability of the Prepetition Liens against the Applicable Debtors, (iii) contesting the amount of the Prepetition Secured Parties' asserted claims, (iv) seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Applicable Debtors to or for the benefit of any of the Prepetition Secured Parties, or any of their predecessors in interest under the Prepetition ABL Documents prior to the Petition Date, (v) seeking damages or equitable relief against any of the Prepetition Secured Parties (as applicable) arising from or related to prepetition business and lending relationships of the Prepetition Secured Parties or any of their predecessors in interest under the Prepetition ABL Documents with the Applicable Debtors, including, without limitation, equitable subordination, recharacterization, lender liability and deepening insolvency claims and causes of action or (vi) challenging the application to Prepetition Debt described in Paragraph 2(c); provided, however, that any Chapter 7 trustee subsequently appointed in these Cases shall have until the later of (x) the expiration of the Challenge Period or (y) 20 days after such trustee is appointed, in order to commence a Challenge Action.

(b) All parties in interest, including without limitation the Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action and shall be bound by the waivers, stipulations, and terms set forth in this Interim Order (including Paragraphs D, 9(e) and 11 of this Interim Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge

Action on the date of filing unless otherwise ordered. For the avoidance of doubt, if any Challenge Action is timely filed and a final, non-appealable order is entered in favor of the plaintiff sustaining any such Challenge Action, the stipulations described in Paragraph D of this Interim Order shall nonetheless remain binding and preclusive on any Committee and any other person or entity, except to the extent that such stipulations and admissions were raised (subject to Bankruptcy Rule 7015) in an adversary proceeding or contested matter prior to the expiration of the Challenge Period and sustained by the final, non-appealable order. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee (if appointed) or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, and all rights to object to such standing are expressly reserved.

(c) The respective legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff of the Prepetition Secured Parties in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Prepetition Secured Parties shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code § 502(d) and not subject to subordination under Bankruptcy Code § 510 until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Interim Order, the Court expressly reserves the right to order other appropriate relief against the Prepetition Secured Parties in the event there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Prepetition Liens or the amount, validity, or enforceability of the Prepetition Debt. For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Replacement Liens and Bankruptcy Code § 507(b) claims described in Paragraph 4(d) shall be valid, enforceable, properly perfected, and unavoidable until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining a Challenge Action in favor of the plaintiffs therein.

(d) If a Challenge Action has not been filed during the Challenge Period or a timely-asserted Challenge Action is not successful, then without further order of the Court, the claims, liens and security interests of the Prepetition ABL Administrative Agent, the Prepetition ABL Lenders and the other Prepetition Secured Parties shall and shall be deemed to be allowed for all purposes in these Cases and shall not be subject to challenge by any party in interest, including, without limitation, as to extent, validity, amount, perfection, enforceability, priority or otherwise.

(e) In consideration of and as a condition to, among other things, the Postpetition Secured Parties making the advances under the DIP Documents and providing credit and other financial accommodations to the Applicable Debtors, the Prepetition Secured Parties consenting to, among other things, the use of Cash Collateral, and subordination by the Postpetition Secured Parties and Prepetition Secured Parties of their Liens to the Carveout pursuant to the terms of this Interim Order and the DIP Documents, each of the Applicable Debtors, on behalf of themselves, their estates, and their affiliated obligors under the Prepetition ABL Documents (each a “Releasor” and collectively, the “Releasors”), subject to the other terms of this Paragraph 9, absolutely releases, forever discharges and acquits each of the Prepetition Secured Parties and their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (the “Prepetition Releasees”) of and from any and all claims, demands causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the “Prepetition Released Claims”) of every kind, name, nature, and description, whether known or unknown, both at law and equity (including, without limitation, any “lender liability” claims) that any Releasor may now or hereafter own, hold, have or claim against each and every of the Prepetition Releasees arising at any time prior to the entry of this Interim Order (including, without limitation, claims relating to the Debtors, the Prepetition ABL Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective with respect to the Debtors until entry of the Final Order, and with respect to the Debtors’ bankruptcy estates, until the expiration of the Challenge Period. In addition, upon the Payment in Full of all Postpetition Debt owed to the Postpetition Secured Parties arising under this Interim Order and the DIP Documents, the

Postpetition Releasees (defined below) shall automatically be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Documents.

10. Sale Milestones. To effectuate the sale process for all, or substantially all, of the assets of Applicable Debtors, Applicable Debtors have agreed to, and are authorized to, timely satisfy each of the Milestones set forth and defined in Section 5.20 (and corresponding Schedule 5.20) of the DIP Credit Agreement. Applicable Debtors, Agent, and requisite Lenders may agree to amend or otherwise modify such sale milestones from time to time, in writing, without the need of any further notice, hearing, or order of this Court (other than a notice of such amendment or modification to be filed with this Court).

11. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Bankruptcy Code § 363, Bankruptcy Code § 1129 or otherwise, pursuant to Bankruptcy Code § 363(k), (a) DIP Agent shall have the right to use the Postpetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral, and (b) subject to Paragraph 9 of this Order, Prepetition ABL Administrative Agent shall have the right to use the Prepetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral. With respect to any such sale or other disposition of all or any portion of the Aggregate Collateral, and any auction and sale process relating thereto, each Agent (and its respective designees) is, and will be deemed to be, a qualified bidder for all purposes under any sale and bidding procedures, and any order approving any bidding and sale procedures, and may attend and participate at any auction and any sale hearing, in each case, without regard to any of the requirements or conditions set forth therein and without any other or further action by such Agent or designee.

12. [Reserved].

13. Application of Sale Proceeds. All proceeds from sales or other dispositions of all or any portion of the Aggregate Collateral shall be remitted to Agents for application in accordance with Paragraph 2(c) of this Order.

14. Waiver of Right to Return/Consent to Setoff. Without the prior written consent of Agents, Applicable Debtors will not agree or consent to any of the following: (a) return of any Aggregate Collateral pursuant to Bankruptcy Code § 546(h); (b) any order permitting or allowing any claims pursuant to Bankruptcy Code § 503(b)(9); or (c) any setoff pursuant to Bankruptcy Code § 553.

15. Indemnification. Applicable Debtors shall indemnify and hold harmless Agents, Lenders and each other Prepetition Secured Party and Postpetition Secured Party and such other third parties as set forth in and in accordance with the DIP Credit Agreement and the Prepetition ABL Agreement.

16. No Marshaling. Subject to entry of the Final Order, no Agent, Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

17. Postpetition Charges. All Postpetition Charges must be promptly paid by Debtors in accordance with this Order and the DIP Documents, without need for filing any application with the Court for approval or payment thereof, within fourteen (14) business days of DIP Agent's written notice to Debtors, any Committee, and the United States Trustee. Prior to any conversion of the Chapter 11 Cases to chapter 7, any DIP Agent professional fees and expenses shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the DIP Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the DIP Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the DIP Agent a fee objection (a "DIP Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such DIP Agent professional fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no DIP Agent Fee Objection is filed with this Court and served on the DIP Agent in such fourteen (14)-day period. If a DIP Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the

undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the DIP Agent Fee Objection.

18. Force and Effect of Prepetition ABL Documents. Except as modified herein and subject to the other provisions of this Order and the Bankruptcy Code, the Prepetition ABL Documents shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition ABL Documents and this Order, this Order shall govern and control.

19. Conditions Precedent. Except as provided for in the Carveout, neither DIP Agent nor any DIP Lender shall have any obligation to make any loans pursuant to the DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

20. Modification of Stay. The automatic stay of Bankruptcy Code § 362 is hereby modified with respect to Agents and Lenders to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to permit Agents and Lenders to exercise their respective rights contemplated by Paragraph 6 above.

21. Real Property. If, notwithstanding entry of this Order, a lien or security interest in any Real Property would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Real Property; provided that all proceeds, products, substitutions or replacements of such Real Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Real Property.

22. No Waiver. None of the Agents, the Lenders, or the other Secured Parties will be deemed to have suspended or waived any of their rights or remedies under this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly

authorized officer of Agents, Lenders, or such other Secured Parties, as applicable, and directed to Applicable Debtors. No failure of any Agent or any other Secured Party to require strict performance by any Applicable Debtor (or by any Trustee) of any provision of this Order will waive, affect, or diminish any right of Agents or any other Secured Party thereafter to demand strict compliance and performance therewith, and no delay on the part of Agents or any other Secured Party in the exercise of any right or remedy under this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law will preclude the exercise of any right or remedy. Further, this Order does not constitute a waiver by Prepetition ABL Administrative Agent or the other Prepetition Secured Parties of any of their rights under the Prepetition ABL Documents, the Bankruptcy Code, or applicable non-bankruptcy law, including, without limitation, their right to later assert: (a) that any of their interests in the Aggregate Collateral lack adequate protection within the meaning of Bankruptcy Code §§ 362(d) or 363(e) or any other provision thereof or (b) a claim under Bankruptcy Code § 507(b).

23. "Limits on Lender Liability." By taking any actions pursuant to this Order, making any loan under the DIP Credit Agreement, authorizing the use of Cash Collateral, or exercising any rights or remedies available to it under the DIP Documents or this Order, DIP Agent and DIP Lenders shall not: (a) be deemed to be in control of the operations or liquidation of Debtors (e.g. a "controlling person" or "owner or operator"); (b) be deemed to be acting as a "responsible person", with respect to the operation, management or liquidation of Debtors; (c) otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, 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); or (d) owe any fiduciary duty to any of the Debtors. Furthermore, nothing in this Order shall in any way be construed or interpreted to impose or allow the imposition upon any of DIP Agent or DIP Lenders or, subject to the entry of the Final Order, Prepetition ABL Administrative Agent or Prepetition ABL Lenders, of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code). The foregoing provision of this Paragraph 21 shall not be effective until entry of the Final Order.

24. Release. Without limiting the terms of Paragraph 9(e), upon the date that the Postpetition Debt is Paid in Full and prior to the release of the Postpetition Liens, each Debtor, on behalf of its estate and itself, must execute and deliver to DIP Agent, DIP Lenders, the other Postpetition Secured Parties, and each of their respective successors and assigns, and each of their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (collectively, the "Postpetition Releasees"), a general release of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every kind, nature, and description, that Debtors (or any of them) had, have, or hereafter can or may have against the Postpetition Releasees (or any of them), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, in equity, or otherwise, in respect of events that occurred on or prior to the date on which the Postpetition Debt is Paid in Full.

25. Amendments. Applicable Debtors, DIP Agent and the DIP Lenders required under the DIP Credit Agreement may enter into amendments or modifications of the DIP Documents or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest and (b) notice of any such amendment or modification is filed with this Court and provided to any Committee and the United States Trustee.

26. Proof of Claim. Neither the Prepetition ABL Administrative Agent nor any of the Prepetition Secured Parties shall be required to file a proof of claim with respect to any of the Prepetition Debt and the stipulations and findings set forth in this Order shall constitute an informal proof of claim in respect thereof. Notwithstanding the foregoing or any subsequent order of Court concerning proof of claim filing requirements, Prepetition ABL Administrative Agent is authorized (but not obligated) to file a single master proof of claim in Case No. 24-11258 on behalf of itself and the Prepetition ABL Lenders on account of their claims arising under the Prepetition ABL Documents and hereunder and such master proof of claim shall be deemed filed as a claim against each of the Debtors.

27. Binding Effect. Except as provided in Paragraph 9 herein, this Order shall be binding on all parties in interest in the Cases and their respective successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Bankruptcy Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the validity or enforceability of any Postpetition Debt, Postpetition Liens, the Replacement Liens or the Bankruptcy Code § 507(b) Claims described in Paragraph 4(d) or any other claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Documents or adequate protection obligations described in Paragraph 4 incurred prior to the actual receipt by the DIP Agent or the Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order. Notwithstanding any such termination or subsequent order, any use of Cash Collateral or the incurrence of Postpetition Debt, or adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties by the Applicable Debtors prior to the actual receipt by the DIP Agent or Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order, shall be governed in all respects by the provisions of this Interim Order, and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code § 364(e), this Interim Order, and the DIP Documents with respect to all uses of Cash Collateral and the incurrence of Postpetition Debt and adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties.

28. Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Cases: (a) confirming any chapter 11 plan, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any Case, (d) withdrawing of the reference of any Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court. The terms and provisions of this Order, including, without limitation, the rights granted DIP Agent and Postpetition Secured Parties under Bankruptcy Code §§ 364(c), shall continue in full force and effect until all of the Aggregate Debt is Paid in Full.

29. Order Effective. This Interim Order shall be effective as of the date of the date of the signature by the Court.

30. Notice of Final Hearing. The Final Hearing is scheduled for July 9, 2024, at 3:00 p.m. (ET), and may be continued from time to time without further notice other than that given in open court. Debtors are directed to immediately serve a copy of this Interim Order by first class mail, postage prepaid, on counsel for Agents, Debtors' other secured creditors, Debtors' thirty (30) largest unsecured creditors, and the United States Trustee, which service shall constitute adequate and proper notice of the Final Hearing. Any objection to the Order must be filed with the Court and received by counsel for the Debtors, the Agents, and the United States Trustee no later than seventy-two (72) hours prior to the commencement of the Final Hearing. Any timely and properly filed and served objection will be heard at the Final Hearing.

EXHIBIT A

DEFINED TERMS

1. ***Aggregate Collateral.*** Collectively, the Prepetition Collateral and the Postpetition Collateral.
2. ***Aggregate Debt.*** Collectively, the Prepetition Debt and the Postpetition Debt.
3. ***Allowable 506(b) Amounts.*** To the extent allowable under Bankruptcy Code § 506(b), interest at the default rate of interest as set forth in Section 2.6(c) of the Prepetition ABL Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition ABL Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition ABL Administrative Agent and Prepetition ABL Lenders in connection with: (a) the negotiation, preparation and submission of this Order and any other order or document related hereto, and (b) the representation of Prepetition ABL Administrative Agents and Prepetition ABL Lenders in the Cases, including in defending any Challenge.
4. ***Applicable Debtors.*** Parent and any of its direct or indirect Debtor subsidiaries.
5. ***Bankruptcy Code.*** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Bankruptcy Code.
6. ***Blocked Account.*** The Dominion Account (as defined in the DIP Credit Agreement).
7. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by DIP Agent and the requisite DIP Lenders required under the DIP Credit Agreement.
8. ***Carveout Account.*** The escrow accounts described below established solely to maintain proceeds of Postpetition Debt to pay the Carveout Amounts described in clause (1) of Paragraph 7(a). Solely with respect to the Debtor Carveout Professionals, the Carveout Account shall be the Young Conaway Stargatt & Taylor, LLP client trust account. Solely with respect to the Committee Carveout Professionals, the Carveout Account shall be the client trust account designated by lead counsel for the Committee.
9. ***Carveout Professionals.*** Collectively, (a) Alston & Bird LLP, as counsel for Applicable Debtors, (b) Young Conaway Stargatt & Taylor LLP, as local counsel for Applicable Debtors, (c) Spencer M. Ware of CR3 Partners LLC, as chief restructuring officer of Debtors, and such other personnel of CR3 Partners LLC that will assist Mr. Ware during these Cases, (d) Houlihan Lokey Capital, Inc., as investment banker for Applicable Debtors, (e) Kroll Restructuring Administration LLC, as claims and noticing agent in these Cases, (f) such

professionals that are authorized by the Court to be retained by any Committee, and (g) the United States Trustee.

10. **Carveout Trigger Date.** The date that is the earliest of (x) the date on which DIP Agent delivers (by email or other electronic means) the Carveout Trigger Notice to the Carveout Trigger Notice Parties, (y) the date on which the Prepetition Debt and Postpetition Debt have been Paid in Full, and (z) the Maturity Date (as defined in the DIP Credit Agreement).

11. **Carveout Trigger Notice.** A written notice delivered by email (or other electronic means) by DIP Agent to the Carveout Trigger Notice Parties stating that the Post-Carveout Trigger Cap has been invoked, which notice may be delivered following the occurrence and during the continuation of a Default or Event of Default under the DIP Credit Agreement.

12. **Carveout Trigger Notice Parties.** Counsel to the Applicable Debtors, the U.S. Trustee and counsel to the Committee.

13. **Cases.** The chapter 11 cases or any superseding chapter 7 cases of the Debtors.

14. **Cash Collateral.** All "cash collateral," as that term is defined in Bankruptcy Code § 363(a), in which Agents (on behalf of Secured Parties) have an interest, all deposits subject to setoff rights in favor of Agents and Secured Parties, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.

15. **Committee.** Any official creditors' committee appointed to represent unsecured creditors in these Cases pursuant to Bankruptcy Code § 1102.

16. **Declarations.** The *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* and the *Declaration of John Sallstrom in Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief.*

17. **DIP Commitment.** \$199,969,560.45.

18. **DIP Credit Agreement.** That certain Debtor-in-Possession Credit Agreement substantially in the form attached to this Order as Exhibit C, by and among Parent, Project Kenwood Acquisition, LLC and each other subsidiary of Parent party thereto as a "Borrower", DIP Agent and DIP Lenders party thereto, as amended, modified, supplemented, replaced or refinanced from time to time.

19. **DIP Documents.** The DIP Credit Agreement, the "Loan Documents" (as that term is defined in the DIP Credit Agreement) and the "Bank Product Agreements" (as that term is defined in the DIP Credit Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

20. **Event of Default.** At DIP Agent's election, (a) the occurrence and continuance of any Event of Default first arising after the Petition Date under the DIP Credit Agreement; (b) Applicable Debtors failure to comply with the covenants or perform any of their obligations in strict accordance with the terms of this Order, (c) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell any of the Aggregate Collateral for any non-cash consideration without the prior written consent of Agents, (d) any of the Carveout, Postpetition Debt or Aggregate Collateral is used to pay any fees or expenses incurred by any Person in connection with selling (or seeking to sell) any Aggregate Collateral without Agents' written consent, (e) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell, dispose or otherwise transfer any of the Real Property without the prior written consent of Agents' .

21. **Final Hearing.** The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

22. **Final Order.** A final order authorizing Applicable Debtors to use Cash Collateral and incur Postpetition Debt entered at or in connection with the Final Hearing.

23. **Guarantors.** Project Kenwood Intermediate Holdings III, LLC, a Delaware limited liability company ("Parent") and each other Person party to the DIP Documents as a "Guarantor".

24. **Guaranty.** Guaranty and Security Agreement dated as of June 12, 2024, by and among Applicable Debtors and DIP Agent (on behalf of the Prepetition Secured Parties)).

25. **Local Rules.** The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

26. **Obligations.** The "Obligations", as that term is defined in the DIP Credit Agreement.

27. **Paid in Full.** With respect to the Postpetition Debt or the Prepetition Debt: (a) the termination of the DIP Credit Agreement and the other DIP Documents or the Prepetition ABL Agreement and the other Prepetition ABL Documents, as applicable; (b) the indefeasible payment in full in cash of all Postpetition Debt or Prepetition Debt, as applicable, together with all accrued and unpaid interest and fees thereon; (c) all commitments under the DIP Credit Agreement or commitments under the Prepetition ABL Agreement, as applicable, shall have terminated or expired; (d) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Issuing Bank" (as defined in the DIP Credit Agreement) or the applicable "Issuing Bank" (as defined in the Prepetition ABL Agreement), as applicable, deems is reasonably necessary to secure all contingent reimbursement obligations relating to any "Letters of Credit" (as defined in the DIP Credit Agreement) or any "Letters of Credit" (as defined in the Prepetition ABL Agreement); (e) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement) or the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement), as applicable, deems is reasonably necessary to secure all obligations relating to any "Cash Management Agreements" (as defined in the DIP Credit Agreement) or any "Cash Management Agreements"

(as defined in the DIP Credit Agreement); (f) the indefeasible payment or repayment in full in cash of any and all other "Obligations" (as defined in the DIP Credit Agreement) or "Obligations" (as defined in the Prepetition ABL Agreement), as applicable, including, without limitation, the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of any other obligation) under any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the DIP Credit Agreement) or any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the Prepetition ABL Agreement); (g) all claims of the Applicable Debtors against DIP Agent, DIP Lenders and the other Postpetition Secured Parties, or of "Borrowers" and "Guarantors" (as each such term is defined in the Prepetition ABL Agreement) against Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties, as applicable, arising on or before the payment date shall have been released on terms acceptable to DIP Agent or Prepetition ABL Administrative Agent, as applicable; and (h) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as DIP Agent or Prepetition ABL Administrative Agent, as applicable, deems is reasonably necessary to secure DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, in respect of any asserted or threatened (in writing) claims, losses, demands, actions, suits, proceedings, investigations, liabilities, fines, fees, costs, expenses (including attorneys' fees and expenses), penalties, or damages for which any of the DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, may be entitled to indemnification or reimbursement by any Applicable Debtor pursuant to the terms of the DIP Credit Agreement, the other DIP Documents, the Prepetition ABL Agreement, or the other Prepetition ABL Documents.

28. ***Permitted Priority Liens.*** Collectively, (a) the Carveout, and (b) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (1) had priority under applicable law over the Prepetition Liens, (2) were not subordinated by agreement or applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date.

29. ***Permitted Variance.*** The permitted variance set forth in Sections 7(a) and 7(b) of the DIP Credit Agreement, as the same may be amended or otherwise modified from time to time in accordance with the DIP Credit Agreement

30. ***Person.*** Any individual, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or any other entity whatsoever.

31. ***Petition Date.*** June 11, 2024.

32. ***Post-Carveout Trigger Notice Amount.*** An amount equal to (x) if the Carveout Trigger Date occurs prior to August 8, 2024, \$500,000 and (y) if the Carveout Trigger Date occurs on or after August 8, 2024, \$250,000; provided, however, in the event that the actual Allowed Professional Fees incurred by the Carveout Professionals described in subclauses (a) and (b) of the definition thereof prior to the Carveout Trigger Date is less than the Pre-Trigger Carveout Cap for such Carveout Professionals, then the Post-Carveout Trigger Notice Amount may be increased by such shortfall up to an aggregate amount not to exceed \$100,000.

33. ***Postpetition Charges.*** Interest at the applicable rate of interest under the DIP Credit Agreement and all fees, costs, and expenses provided for in the DIP Credit Agreement, including those incurred by DIP Agent and DIP Lenders in connection with the Postpetition Debt (regardless of whether any such fees, costs, interest and other charges are included in the Budget).

34. ***Postpetition Collateral.*** All of the Real Property and personal property of the Applicable Debtors of any description whatsoever, wherever located, and whenever arising or acquired, including, without limitation, any and all accounts, books, cash (including, without limitation, all Cash Collateral, cash deposits, and all cash proceeds held in escrow), cash equivalents, chattel paper, commercial tort claims, deposits, deposit accounts, documents, equipment, fixtures, goods, general intangibles (including, without limitation, effective upon entry of the Final Order, the proceeds of all claims and causes of action under chapter 5 of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, and 553, and all proceeds thereof), instruments, intellectual property, intellectual property licenses, inventory, investment property, leasehold interests, negotiable collateral, supporting obligations and all other "Collateral" (as that term is defined in the DIP Credit Agreement), and all proceeds, rents, issues, profits, and products, whether tangible or intangible, of any and all of the foregoing, including, without limitation, any and all proceeds of insurance covering any of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts, and other computer materials and records related thereto.

35. ***Postpetition Debt.*** All indebtedness or obligations of Applicable Debtors to DIP Agent and DIP Lenders incurred on or after the Petition Date pursuant to this Order or otherwise, including all Obligations and any advances made by DIP Lenders to pay the Carveout.

36. ***Postpetition Liens.*** Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens.

37. ***Postpetition Secured Parties.*** Collectively, the Lender Group and Bank Product Providers (as each term is defined in the DIP Credit Agreement).

38. ***Prepetition ABL Agreement.*** That certain Credit Agreement dated as of April 16, 2019, by and among Applicable Debtors, Prepetition ABL Administrative Agent and Prepetition ABL Lenders party thereto, as amended, modified and supplemented from time to time.

39. ***Prepetition ABL Documents.*** The Prepetition ABL Agreement, the "Loan Documents" (as that term is defined in the Prepetition ABL Agreement) and the "Bank Product Agreements" (as that term is defined in the Prepetition ABL Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

40. ***Prepetition Collateral.*** Collectively, (a) all of the "Collateral" (as that term is defined in the that certain Guaranty and Security Agreement dated as of April 16, 2019, by and among Applicable Debtors and Prepetition ABL Administrative Agent (on behalf of the Prepetition ABL Lenders)) existing as of the Petition Date, (b) all Real Property (as defined in the Prepetition ABL Agreement) that is encumbered by a Mortgage (as defined in the Prepetition ABL Agreement) as of the Petition Date and (c) all proceeds, rents, issues, profits and products of each of the assets described in the foregoing clauses (a) and (b).

41. ***Prepetition Debt.*** (a) All indebtedness or obligations under the Prepetition ABL Documents as of the Petition Date, including all "Obligations" (as defined in the Prepetition ABL Agreement), and all fees, costs, interest, and expenses as and when due and payable pursuant to the Prepetition ABL Documents, plus (b) all Allowable 506(b) Amounts.

42. ***Prepetition Liens.*** Prepetition ABL Administrative Agent's (on behalf of Prepetition ABL Lenders) asserted security interests in the Prepetition Collateral under the Prepetition ABL Documents, subject only to Permitted Priority Liens.

43. ***Prepetition Secured Parties.*** Collectively, the Lender Group and Bank Product Providers (as each term is defined in the Prepetition ABL Agreement).

44. ***Prepetition Third Party Documents.*** Collectively, Applicable Debtors' deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition ABL Administrative Agent has an interest.

45. ***Priority Liens.*** Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to recharacterization or subordination pursuant to any provision of the Bankruptcy Code, any agreement, or applicable nonbankruptcy law.

46. ***Real Property.*** Any estate or interests in real property now owned or hereafter acquired by an Applicable Debtor or one of its subsidiaries and improvements thereon.

47. ***Remedies Notice Period.*** The period commencing on the Termination Date and ending five (5) business days after the occurrence of the Termination Date.

48. ***Replacement Liens.*** Priority Liens in the Postpetition Collateral granted to Prepetition ABL Administrative Agent (for the benefit of itself and the other Prepetition Secured Parties) pursuant to this Order, subject only to the Permitted Priority Liens and (x) with respect to any Postpetition Collateral also constituting Prepetition Collateral, the Prepetition Liens and (y) with respect to any Postpetition Collateral not otherwise constituting Prepetition Collateral, the Postpetition Liens.

49. ***Rules.*** The Federal Rules of Bankruptcy Procedure.

50. ***Sale Milestones.*** Those covenants described in Paragraph 10 of this Order.

51. ***Secured Parties.*** Collectively, the Prepetition Secured Parties and the Postpetition Secured Parties.

52. ***Termination Date.*** At DIP Agent's election, the earliest to occur of: (a) the date on which DIP Agent provides, via facsimile, electronic mail or overnight mail, written notice to counsel for Debtors, counsel for any Committee and the United States Trustee of the occurrence and continuance of an Event of Default and the occurrence of the "Termination Date" for purposes of this Order; (b) July 9, 2024, if the Final Order is not entered in form and

substance satisfactory to Agents by such date; (c) the date of the Final Hearing, if this Order is modified at the Final Hearing in a manner unacceptable to Agents and Lenders; (d) the date that is 28 days following the closing date of the sale of substantially all of the assets of the Applicable Debtors; (e) the date on which the Postpetition Debt is Paid in Full; (f) the date that is 180 days after the Petition Date and (g) the effective date of a plan of reorganization.

53. *Trustee.* Any trustee appointed or elected in the Cases.

54. *U.S. Trustee.* The Office of the United States Trustee for the District of Delaware.

Dated: June 13th, 2024
Wilmington, Delaware

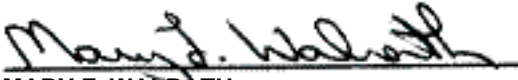

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

BUDGET

(\$'s in 000's)

Week Ended

Receipts

Operating Disbursements

Payroll

Healthcare

Fuel

Tires, Parts & Maintenance

Occupation Costs (Rent & Utilities)

Insurance

Bus Lease Payments

3rd Party Tickets

Employee Expenses

Technology

Miscellaneous

Other (Contingency)

Subtotal

Operating Cashflow

Non-Operating & Restructuring Disbursements

ABL Interest / Fee Payments

Asset Divestiture

Restructuring Costs

Professional Fees

Subtotal

Net Cash Flow

Memo: Capitalized DIP Interest / Fees

ROLL OF BOOK CASH:

Beginning Book Cash

Net Cash Flow

Actuals - Other

Borrowing / (Repayments)

Ending Book Cash

Plus: O/S Checks

Ending Bank Cash

LOAN BALANCE

Letters of Credit

ABL Loan Balance

DIP Loan Conversion

Funded L/C's

DIP Loan (New Money)

Total Funded Debt

6/14

6/21

6/28

7/5

7/12

7/19

7/26

8/2

8/9

8/16

8/23

8/30

9/6

9/13

9/20

9/27

10/4

10/11

10/18

10/25

11/1

11/8

11/15

11/22

11/29

12/6

12/13

12/20

12/27

1/3

1/10

1/17

1/24

1/31

2/7

2/14

2/21

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EXHIBIT C

DIP CREDIT AGREEMENT

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

by and among

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Agent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Sole Lead Arranger and Sole Book Runner,

THE LENDERS THAT ARE PARTIES HERETO,

as the Lenders,

PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC,

as Parent,

and

PROJECT KENWOOD ACQUISITION, LLC,

and

THE OTHER BORROWERS LISTED ON THE SIGNATURE PAGES HERETO,

as Borrowers

DATED AS OF JUNE 12, 2024

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DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIS DEBTOR-IN-POSSESSION CREDIT AGREEMENT, is entered into as of June 12, 2024, by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender", as that term is hereinafter further defined), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger") and as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC, a Delaware limited liability company ("Parent"), and PROJECT KENWOOD ACQUISITION, LLC, a Delaware limited liability company ("Administrative Borrower"; together with each other Subsidiary of Parent that is signatory hereto, each a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers").

WHEREAS, on June 11, 2024 (the "Filing Date"), Parent and Borrowers (each a "Debtor" and collectively, the "Debtors") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for Delaware (the "Bankruptcy Court");

WHEREAS, the Canadian Loan Parties will be debtors in the Bankruptcy Cases, and, as soon as practicable and in any event, within 3 Business Days following entry of the Interim Financing Order, or as soon as possible in the circumstances thereafter, Parent (or another Loan Party acceptable to Agent), in its capacity as foreign representative on behalf of the Loan Parties (the "Foreign Representative"), will commence a recognition proceeding under Part IV of the CCAA in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to recognize the Bankruptcy Cases as "foreign main proceedings" (the "Recognition Proceedings");

WHEREAS, the Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code and the applicable sections of the CCAA;

WHEREAS, Borrowers have requested that Lenders provide a secured revolving credit facility to Borrowers in order to (i) fund the continued operation of Borrowers' businesses as debtor and debtor-in-possession under the Bankruptcy Code and the CCAA during the pendency of the Bankruptcy Cases and the Recognition Proceedings and (ii) repay in part or in full the Existing Secured Obligations (as hereinafter defined); and

WHEREAS, the Lenders are willing to make available to Borrowers such postpetition loans, other extensions of credit and financial accommodations upon the terms and subject to the conditions set forth herein.

The parties hereto hereby agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings specified therefor on Schedule 1.1.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided that, if Borrowers notify Agent that Borrowers request an amendment to any provision hereof to eliminate the effect of any Accounting Change occurring after the Closing Date or in the application thereof on the operation of such provision (or if Agent notifies Borrowers 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 Accounting Change or in the application thereof, then Agent and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of the Lenders and Borrowers after such Accounting Change conform as nearly as possible to their respective positions immediately before such Accounting Change took effect and, until any such amendments have been agreed upon and agreed to by the Required Lenders, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. Notwithstanding the foregoing or any other provision in the Loan Documents to the contrary, all leases treated as operating leases for purposes of GAAP on December 19, 2018 shall continue to be accounted for as operating leases hereunder, including for purposes of the definition of "Capitalized Lease Obligations", regardless of any Accounting Changes after such date. When used herein, the term "financial statements" shall include the notes and schedules thereto. Whenever the term "Administrative Borrower" is used in respect of a financial covenant or a related definition, it shall be understood to mean Administrative Borrower and its Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, (a) all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards Board's Accounting Standards Codification Topic 825 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof, and (b) the term "unqualified opinion" as used herein to refer to opinions or reports provided by accountants shall mean an opinion or report that is (i) unqualified, and (ii) does not include any explanation, supplemental comment, or other comment concerning the ability of the applicable Person to continue as a going concern or concerning the scope of the audit.

1.3 Code; PPSA; CCQ. Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein; provided, that (i) to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern and (ii) any such terms used in this Agreement that are defined in the PPSA or CCQ, shall have the meanings ascribed to such terms in the PPSA or CCQ, as the case may be, when used in relation to Collateral subject to the PPSA or CCQ, as the case may be.

1.4 Construction.

(a) Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

(b) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans and "Loans" (as defined in the Existing Credit Agreement), together with the payment of any premium applicable to the repayment of the Loans and "Loans" (as defined in the Existing Credit Agreement), (ii) all Lender Group Expenses and "Lender Group Expenses" (as defined in the Existing Credit Agreement) that have accrued and are unpaid regardless of whether demand has been made therefor, (iii) all fees or charges that have accrued hereunder or under any other Loan Document or Existing Loan Document and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit or Existing Letters of Credit, providing Letter of Credit Collateralization and "Letter of Credit Collateralization" (as defined in the Existing Credit Agreement), (c) in the case of obligations with respect to Bank Products (other than Hedge Obligations) and "Bank Products" (other than "Hedge Obligations") (each as defined in the Existing Credit Agreement), providing Bank Product Collateralization and "Bank Product Collateralization" (as defined in the Existing Credit Agreement), (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations or Existing Secured Obligations for which a claim or demand for payment has been made on or prior to such time or that Agent reasonably expects will be made or in respect of matters or circumstances known to Agent, a Lender, Existing Agent or an Existing Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations and Existing Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations or Existing Secured

Obligations) under Hedge Agreements provided by Hedge Providers and "Hedge Agreements" (as defined in the Existing Credit Agreement) provided by "Hedge Providers" (as defined in the Existing Credit Agreement)) other than in each case of clauses (a) to (e) hereof, (i) unasserted contingent indemnification Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (f) the termination of all of the Revolver Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

(c) 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.

(d) For purposes of any Collateral located in the province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a "resolatory clause", (f) all references to filing, registering or recording under the Code or the PPSA shall be deemed to include publication under the Civil Code of Quebec, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs", (l) "joint and several" shall be deemed to include "solidary", (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatory", (o) "easement" shall be deemed to include "servitude", (p) "priority" shall be deemed to include "prior claim", (q) "survey" shall be deemed to include "certificate of location and plan", (r) a "land surveyor" shall be deemed to include an "arpenteur-géomètre", (s) "fee simple title" shall be deemed to include "absolute ownership" and (t) all references to an "examiner" shall be deemed to mean an examiner appointed under Section 509 of the Irish Companies Act and "examinership" shall be construed accordingly. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any applicable law) and that all other documents contemplated

thereunder or relating thereto, including notices, may also be drawn up in the English language only. Each party hereto hereby confirms that it was represented by legal counsel and has had the opportunity to negotiate the terms of this Agreement and any other Loan Documents, including the essential stipulations thereof, with the assistance of its legal counsel. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement (sauf si une autre langue est requise en vertu d'une loi applicable). Chaque partie aux présentes confirme qu'elle a été représentée par des conseillers juridiques et a eu l'opportunité de négocier les termes de cette convention et des autres documents de crédit, y compris leurs stipulations essentielles, avec l'aide de ses conseillers juridiques.* With respect to any Fleet Asset, any provision in the Loan Documents that requires that the Agent's Lien on such Fleet Asset be perfected (including with a certain priority) or that is a covenant by the Loan Parties to provide such perfection (including such priority) or a representation and warranty by the Loan Parties as to such perfection (including such priority), in each case, shall be deemed satisfied, complied with and correct, as applicable, to the extent that the Loan Parties are in compliance with the Fleet Asset Perfection Requirements with respect to such Fleet Asset.

1.5 Time References. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Pacific standard time or Pacific daylight saving time, as in effect in Los Angeles, California on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to and including"; provided, that with respect to a computation of fees or interest payable to Agent or any Lender, such period shall in any event consist of at least one full day.

1.6 Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Currency Matters. Principal, interest, reimbursement obligations, fees, and all other amounts payable under this Agreement and the other Loan Documents to Agent and the Lenders shall be payable in Dollars. Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts or proceeds denominated in currencies other than Dollars shall be converted to the Equivalent Amount of Dollars on the date of calculation, comparison, measurement or determination. Unless expressly provided otherwise, where a reference is made to a Dollar amount, the amount is to be considered as the amount in Dollars and, therefore, each other currency shall be converted into the Equivalent Amount thereof in Dollars. If any basket is exceeded solely as a result of fluctuations in applicable currency exchange rates after the last time such basket was utilized, such basket will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates.

2. LOANS AND TERMS OF PAYMENT.

2.1 Revolving Loans.

(a) Subject to the terms and conditions of this Agreement and subject to the terms and conditions of the Financing Order, and during the term of this Agreement, each Revolving Lender agrees (severally, not jointly or jointly and severally) to make revolving loans ("Revolving Loans") in Dollars to Borrowers in an aggregate amount at any one time outstanding not to exceed the lesser of:

(i) such Lender's Revolver Commitment,

(ii) such Lender's Pro Rata Share of an amount equal to (1) the Maximum Revolver Amount less (2) the sum of (y) the Letter of Credit Usage at such time, plus (z) the principal amount of Swing Loans outstanding at such time, less (3) the principal amount of any Reinstated Existing Secured Obligations less (4) the principal amount of Existing Secured Obligations then outstanding, and

(iii) for any calendar week, one hundred and ten percent of the aggregate uses of cash for such week set forth in the Approved Budget.

(b) Amounts borrowed pursuant to this Section 2.1 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Maturity Date or, if earlier, on the date on which they otherwise become due and payable pursuant to the terms of this Agreement.

(c) Anything to the contrary in this Section 2.1 notwithstanding, Agent shall have the right (but not the obligation) at any time, in the exercise of its Permitted Discretion, to establish and increase or decrease Reserves against the Maximum Revolver Amount, in its Permitted Discretion. The amount of any Reserve established by Agent shall have a reasonable relationship to the event, condition, other circumstance, or fact that is the basis for such reserve or and shall not be duplicative of any other reserve established and currently maintained.

(d) On the Carveout Termination Date, Lenders will provide Revolving Loans to Borrowers in an amount equal to the remaining Carveout amount plus \$250,000 (to be used for the sole purpose of funding the applicable professionals after the Carveout Termination Date).

(e) On the Maturity Date due to the occurrence of clause (b) of such definition, Lenders will provide Revolving Loans to Borrowers in an amount not to exceed the amount of expenses in the Approved Budget after such date.

2.2 [Intentionally Omitted].

2.3 Borrowing Procedures and Settlements.

(a) Procedure for Borrowing Revolving Loans. Each Borrowing shall be made by a written request by an Authorized Person delivered to Agent (which may be delivered through Agent's electronic platform or portal) and received by Agent no later than 11:00 a.m. (i) on the Business Day that is the requested Funding Date in the case of a request for a Swing Loan, and (ii) on the Business Day that is one Business Day prior to the requested Funding Date in the case of a request for a Loan, specifying (A) the amount of such Borrowing, (B) the requested Funding Date (which shall be a Business Day) and (C) the expenses enumerated in the Approved Budget to be paid with the proceeds of such Borrowing; provided, that Agent may, in its sole discretion, elect to accept as timely requests that are received later than 11:00 a.m. on the applicable Business Day or U.S. Government Securities Business Day, as applicable. All Borrowing requests which are not made on-line via Agent's electronic platform or portal shall be subject to (and unless Agent elects otherwise in the exercise of its sole discretion, such Borrowing shall not be made until the completion of) Agent's authentication process (with results satisfactory to Agent) prior to the funding of any such requested Borrowing.

(b) Making of Swing Loans. In the case of a request for a Revolving Loan as a Swing Loan and so long as either (i) the aggregate amount of Swing Loans made since the last Settlement Date, minus all payments or other amounts applied to Swing Loans since the last Settlement Date, plus the amount of the requested Swing Loan does not exceed \$20,000,000, or (ii) Swing Lender, in its sole discretion, agrees to make a Swing Loan notwithstanding the foregoing limitation, Swing Lender shall make a Revolving Loan (any such Revolving Loan made by Swing Lender pursuant to this Section 2.3(b) being referred to as a "Swing Loan" and all such Revolving Loans being referred to as "Swing Loans") available to Borrowers on the Funding Date applicable thereto by transferring immediately available funds in the amount of such requested Borrowing to the Designated Account. Each Swing Loan shall be deemed to be a Revolving Loan hereunder and shall be subject to all the terms and conditions (including Section 3 (including, without limitation, the condition precedent set forth in the final paragraph of Section 3.2 hereof)) applicable to other Revolving Loans, except that all payments (including interest) on any Swing Loan shall be payable to Swing Lender solely for its own account. Subject to the provisions of Section 2.3(d)(ii), Swing Lender shall not make and shall not be obligated to make any Swing Loan if Swing Lender has actual knowledge that (1) one or more of the applicable conditions precedent set forth in Section 3 will not be satisfied on the requested Funding Date for the applicable Borrowing, or (2) the requested Borrowing would exceed the Availability on such Funding Date. Swing Lender shall not otherwise be required to determine whether the applicable conditions precedent set forth in Section 3 have been satisfied on the Funding Date applicable thereto prior to making any Swing Loan. The Swing Loans shall be secured by Agent's Liens, constitute Revolving Loans and Obligations, and bear interest at the rate applicable from time to time to Revolving Loans.

(c) Making of Revolving Loans.

(i) In the event that Swing Lender is not obligated to make a Swing Loan, then after receipt of a request for a Borrowing pursuant to Section 2.3(a)(i), Agent shall notify the Lenders by telecopy, telephone, email, or other electronic form of transmission, of the requested Borrowing; such notification to be sent on the Business

Day or U.S. Government Securities Business Day, as applicable, that is at least one Business Day prior to the requested Funding Date. If Agent has notified the Lenders of a requested Borrowing on the Business Day that is one Business Day prior to the Funding Date, then each Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, not later than 10:00 a.m. on the Business Day that is the requested Funding Date. After Agent's receipt of the proceeds of such Revolving Loans from the Lenders, Agent shall make the proceeds thereof available to Borrowers on the applicable Funding Date by transferring immediately available funds equal to such proceeds received by Agent to the Designated Account; provided that, subject to the provisions of Section 2.3(d)(ii), no Lender shall have an obligation to make any Revolving Loan, if (1) one or more of the applicable conditions precedent set forth in Section 3 (including, without limitation, the condition precedent set forth in the final paragraph of Section 3.2 hereof) will not be satisfied on the requested Funding Date for the applicable Borrowing unless such condition has been waived, or (2) the requested Borrowing would exceed the Availability on such Funding Date.

(ii) Unless Agent receives notice from a Lender prior to 9:30 a.m. on the Business Day that is the requested Funding Date relative to a requested Borrowing as to which Agent has notified the Lenders of a requested Borrowing that such Lender will not make available as and when required hereunder to Agent for the account of Borrowers the amount of that Lender's Pro Rata Share of the Borrowing, Agent may assume that each Lender has made or will make such amount available to Agent in immediately available funds on the Funding Date and Agent may (but shall not be so required), in reliance upon such assumption, make available to Borrowers a corresponding amount. If, on the requested Funding Date, any Lender shall not have remitted the full amount that it is required to make available to Agent in immediately available funds and if Agent has made available to Borrowers such amount on the requested Funding Date, then such Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, no later than 10:00 a.m. on the Business Day that is the first Business Day after the requested Funding Date (in which case, the interest accrued on such Lender's portion of such Borrowing for the Funding Date shall be for Agent's separate account). If any Lender shall not remit the full amount that it is required to make available to Agent in immediately available funds as and when required hereby and if Agent has made available to Borrowers such amount, then that Lender shall be obligated to immediately remit such amount to Agent, together with interest at the Defaulting Lender Rate for each day until the date on which such amount is so remitted. A notice submitted by Agent to any Lender with respect to amounts owing under this Section 2.3(c)(ii) shall be conclusive, absent manifest error. If the amount that a Lender is required to remit is made available to Agent, then such payment to Agent shall constitute such Lender's Revolving Loan for all purposes of this Agreement. If such amount is not made available to Agent by such Lenders on the Business Day following the Funding Date, Agent will notify Administrative Borrower of such failure to fund, and upon demand by Agent, Borrowers shall pay such amount to Agent for Agent's account, together with interest thereon for each day elapsed since the date of such Borrowing, at a rate per annum equal

to the interest rate applicable at the time to the Revolving Loans composing such Borrowing.

(d) Protective Advances and Optional Overadvances.

(i) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), at any time (A) after the occurrence and during the continuance of a Default or an Event of Default, or (B) that any of the other applicable conditions precedent set forth in Section 3 are not satisfied, Agent hereby is authorized by Borrowers and the Lenders, from time to time, in Agent's sole discretion, to make Revolving Loans to, or for the benefit of, Borrowers, on behalf of the Revolving Lenders, that Agent, in its Permitted Discretion, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, or (2) to enhance the likelihood of repayment of the Obligations (other than the Bank Product Obligations) (the Revolving Loans described in this Section 2.3(d)(i) shall be referred to as "Protective Advances"), or (3) to pay any other amount chargeable to Borrowers pursuant to the terms of this Agreement, including Lender Group Expenses and the costs, fees and expenses described in Section 9 hereof. Notwithstanding the foregoing, the aggregate amount of all Protective Advances outstanding at any one time shall not exceed 10% of the Maximum Revolver Amount (or if the Maximum Revolver Amount is reduced to zero, the amount of the Maximum Revolver Amount immediately prior to such reduction).

(ii) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), the Lenders hereby authorize Agent or Swing Lender, as applicable, and either Agent or Swing Lender, as applicable, may, but is not obligated to, knowingly and intentionally, continue to make Revolving Loans (including Swing Loans) to Borrowers notwithstanding that an Overadvance exists or would be created thereby, so long as, subject to Section 2.3(d)(iv) below, after giving effect to such Revolving Loans, the outstanding Revolver Usage (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) does not exceed the Maximum Revolver Amount. In the event Agent obtains actual knowledge that the Revolver Usage exceeds the amounts permitted by the immediately foregoing provisions, regardless of the amount of, or reason for, such excess, Agent shall notify the Lenders as soon as practicable (and prior to making any (or any additional) intentional Overadvances (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) unless Agent determines that prior notice would result in imminent harm to the Collateral or its value, in which case Agent may make such Overadvances and provide notice as promptly as practicable thereafter), and the Lenders with Revolver Commitments thereupon shall, together with Agent, jointly determine the terms of arrangements that shall be implemented with Borrowers intended to reduce, within a reasonable time, the outstanding principal amount of the Revolving Loans to Borrowers to an amount permitted by the preceding sentence. In such circumstances, if any Lender with a Revolver Commitment objects to the proposed terms of reduction or repayment of any Overadvance, the terms of reduction or repayment thereof shall be implemented according to the determination of the Required Lenders. The foregoing provisions are

meant for the benefit of the Lenders and Agent and are not meant for the benefit of Borrowers, which shall continue to be bound by the provisions of Section 2.4(e)(i). Each Lender with a Revolver Commitment shall be obligated to settle with Agent as provided in Section 2.3(e) (or Section 2.3(g), as applicable) for the amount of such Lender's Pro Rata Share of any unintentional Overadvances by Agent reported to such Lender, any intentional Overadvances made as permitted under this Section 2.3(d)(ii), and any Overadvances resulting from the charging to the Loan Account of interest, fees, or Lender Group Expenses.

(iii) Each Protective Advance and each Overadvance (each, an "Extraordinary Advance") shall be deemed to be a Revolving Loan hereunder, except that prior to Settlement therefor, all payments on the Extraordinary Advances shall be payable to Agent solely for its own account. The Extraordinary Advances shall be repayable on demand, secured by Agent's Liens, constitute Obligations hereunder, and bear interest at the rate applicable from time to time to Revolving Loans. The provisions of this Section 2.3(d) are for the exclusive benefit of Agent, Swing Lender, and the Lenders and are not intended to benefit Borrowers (or any other Loan Party) in any way.

(iv) Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary: (A) no Extraordinary Advance may be made by Agent if such Extraordinary Advance would cause the aggregate principal amount of Extraordinary Advances outstanding to exceed an amount equal to 10% of the Maximum Revolver Amount in effect at the time such Extraordinary Advance is made, and (B) to the extent that the making of any Extraordinary Advance causes the aggregate Revolver Usage to exceed the Maximum Revolver Amount, such portion of such Extraordinary Advance shall be for Agent's sole and separate account and not for the account of any Lender and shall be entitled to priority in repayment in accordance with Section 2.4(b).

(e) Settlement. It is agreed that each Lender's funded portion of the Revolving Loans is intended by the Lenders to equal, at all times, such Lender's Pro Rata Share of the outstanding Revolving Loans. Such agreement notwithstanding, Agent, Swing Lender, and the other Lenders agree (which agreement shall not be for the benefit of Borrowers) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among the Lenders as to the Revolving Loans, the Swing Loans, and the Extraordinary Advances shall take place on a periodic basis in accordance with the following provisions:

(i) Agent shall request settlement ("Settlement") with the Lenders on a weekly basis, or on a more frequent basis if so determined by Agent in its sole discretion (1) on behalf of Swing Lender, with respect to the outstanding Swing Loans, (2) for itself, with respect to the outstanding Extraordinary Advances, and (3) with respect to Borrowers' or any of their Subsidiaries' payments or other amounts received from such Persons, as to each by notifying the Lenders by telecopy, telephone, or other similar form of transmission, of such requested Settlement, no later than 2:00 p.m. on the Business Day immediately prior to the date of such requested Settlement (the date of such requested Settlement being the "Settlement Date"). Such notice of a Settlement Date shall include a summary statement of the amount of outstanding Revolving Loans, Swing Loans, and Extraordinary Advances for the period since the prior Settlement Date.

Subject to the terms and conditions contained herein (including Section 2.3(g)): (y) if the amount of the Revolving Loans (including Swing Loans and Extraordinary Advances) made by a Lender that is not a Defaulting Lender exceeds such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances) as of a Settlement Date, then Agent shall, by no later than 12:00 p.m. on the Settlement Date, transfer in immediately available funds to a Deposit Account of such Lender (as such Lender may designate), an amount such that each such Lender shall, upon receipt of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances), and (z) if the amount of the Revolving Loans (including Swing Loans, and Extraordinary Advances) made by a Lender is less than such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances) as of a Settlement Date, such Lender shall no later than 12:00 p.m. on the Settlement Date transfer in immediately available funds to Agent's Account, an amount such that each such Lender shall, upon transfer of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances). Such amounts made available to Agent under clause (z) of the immediately preceding sentence shall be applied against the amounts of the applicable Swing Loans or Extraordinary Advances and, together with the portion of such Swing Loans or Extraordinary Advances representing Swing Lender's Pro Rata Share thereof, shall constitute Revolving Loans of such Lenders. If any such amount is not made available to Agent by any Lender on the Settlement Date applicable thereto to the extent required by the terms hereof, Agent shall be entitled to recover for its account such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate.

(ii) In determining whether a Lender's balance of the Revolving Loans, Swing Loans, and Extraordinary Advances is less than, equal to, or greater than such Lender's Pro Rata Share of the Revolving Loans, Swing Loans, and Extraordinary Advances as of a Settlement Date, Agent shall, as part of the relevant Settlement, apply to such balance the portion of payments actually received in good funds by Agent with respect to principal, interest, fees payable by Borrowers and allocable to the Lenders hereunder, and proceeds of Collateral.

(iii) Between Settlement Dates, Agent, to the extent Extraordinary Advances or Swing Loans are outstanding, may pay over to Agent or Swing Lender, as applicable, any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to the Extraordinary Advances or Swing Loans. Between Settlement Dates, Agent, to the extent no Extraordinary Advances or Swing Loans are outstanding, may pay over to Swing Lender any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to Swing Lender's Pro Rata Share of the Revolving Loans. If, as of any Settlement Date, payments or other amounts of Parent or its Subsidiaries received since the then immediately preceding Settlement Date have been applied to Swing Lender's Pro Rata Share of the Revolving Loans other than to Swing Loans, as provided for in the previous sentence, Swing Lender shall pay to Agent for the accounts of the Lenders, and Agent shall pay to the Lenders (other than a Defaulting

Lender if Agent has implemented the provisions of Section 2.3(g)), to be applied to the outstanding Revolving Loans of such Lenders, an amount such that each such Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans. During the period between Settlement Dates, Swing Lender with respect to Swing Loans, Agent with respect to Extraordinary Advances, and each Lender with respect to the Revolving Loans other than Swing Loans and Extraordinary Advances, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the daily amount of funds employed by Swing Lender, Agent, or the Lenders, as applicable.

(iv) Anything in this Section 2.3(e) to the contrary notwithstanding, in the event that a Lender is a Defaulting Lender, Agent shall be entitled to refrain from remitting settlement amounts to the Defaulting Lender and, instead, shall be entitled to elect to implement the provisions set forth in Section 2.3(g).

(f) Notation. Agent, as a non-fiduciary agent for Borrowers, shall maintain a register showing the principal amount of the Revolving Loans, owing to each Lender, including the Swing Loans owing to Swing Lender, and Extraordinary Advances owing to Agent, and the interests therein of each Lender, from time to time and such register shall, absent manifest error, conclusively be presumed to be correct and accurate.

(g) Defaulting Lenders.

(i) Notwithstanding the provisions of Section 2.4(b)(iii), Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrowers to Agent for such Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Agent shall transfer any such payments (A) first, to Agent to the extent of any Extraordinary Advances that were made by Agent and that were required to be, but were not, paid by such Defaulting Lender to Agent, (B) second, to Swing Lender to the extent of any Swing Loans that were made by Swing Lender and that were required to be, but were not, paid by the Defaulting Lender, (C) third, to Issuing Bank, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (D) fourth, to each Non-Defaulting Lender ratably in accordance with their Revolver Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Revolving Loan (or other funding obligation) was funded by such other Non-Defaulting Lender), (E) fifth, in Agent's sole discretion, to a suspense account maintained by Agent, the proceeds of which shall be retained by Agent and may be made available to be re-advanced to or for the benefit of Borrowers (upon the request of Borrowers and subject to the conditions set forth in Section 3.2) as if such Defaulting Lender had made its portion of Revolving Loans (or other funding obligations) hereunder, and (F) sixth, from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with tier (N) of Section 2.4(b)(iii). Subject to the foregoing, Agent may hold and, in its discretion, re-lend to Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the

Loan Documents (including the calculation of Pro Rata Share in connection therewith) and for the purpose of calculating the fee payable under Section 2.10(b), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Revolver Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Sections 14.1(a)(i) through 14.1(a)(iii). The provisions of this Section 2.3(g) shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, Agent, Issuing Bank, and Borrowers shall have waived, in writing, the application of this Section 2.3(g) to such Defaulting Lender, or (z) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by Agent pursuant to Section 2.3(g)(ii) shall be released to Borrowers). The operation of this Section 2.3(g) shall not be construed to increase or otherwise affect the Revolver Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to Agent, Issuing Bank, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle Borrowers, at their option, upon written notice to Agent, to arrange for a substitute Lender to assume the Revolver Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Acceptance in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than Bank Product Obligations, but including (1) all interest, fees, and other amounts that may then be due and payable in respect thereof, and (2) an assumption of its Pro Rata Share of its participation in the Letters of Credit); provided, that any such assumption of the Revolver Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lender Groups' or Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 2.3(g) and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3(g) shall control and govern.

(ii) If any Swing Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(A) such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure shall be reallocated among the Non-Defaulting Lenders in

accordance with their respective Pro Rata Shares but only to the extent (x) the sum of all Non-Defaulting Lenders' Revolving Loan Exposures plus such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure does not exceed the total of all Non-Defaulting Lenders' Revolver Commitments, and (y) the conditions set forth in Section 3.2 are satisfied at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrowers shall within one Business Day following notice by the Agent (x) first, prepay such Defaulting Lender's Swing Loan Exposure (after giving effect to any partial reallocation pursuant to clause (A) above), and (y) second, cash collateralize such Defaulting Lender's Letter of Credit Exposure (after giving effect to any partial reallocation pursuant to clause (A) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Agent, for so long as such Letter of Credit Exposure is outstanding; provided, that Borrowers shall not be obligated to cash collateralize any Defaulting Lender's Letter of Credit Exposure if such Defaulting Lender is also the Issuing Bank;

(C) if Borrowers cash collateralize any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to this Section 2.3(g)(ii), Borrowers shall not be required to pay any Letter of Credit Fees to Agent for the account of such Defaulting Lender pursuant to Section 2.6(b) with respect to such cash collateralized portion of such Defaulting Lender's Letter of Credit Exposure during the period such Letter of Credit Exposure is cash collateralized;

(D) to the extent the Letter of Credit Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 2.3(g)(ii), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.6(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Letter of Credit Exposure;

(E) to the extent any Defaulting Lender's Letter of Credit Exposure is neither cash collateralized nor reallocated pursuant to this Section 2.3(g)(ii), then, without prejudice to any rights or remedies of the Issuing Bank or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.6(b) with respect to such portion of such Letter of Credit Exposure shall instead be payable to the Issuing Bank until such portion of such Defaulting Lender's Letter of Credit Exposure is cash collateralized or reallocated;

(F) so long as any Lender is a Defaulting Lender, the Swing Lender shall not be required to make any Swing Loan and the Issuing Bank shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Pro Rata Share of such Swing Loans or Letter of Credit cannot be reallocated pursuant to this Section 2.3(g)(ii), or (y) the Swing Lender or Issuing Bank, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Lender or Issuing Bank, as applicable, and

Borrowers to eliminate the Swing Lender's or Issuing Bank's risk with respect to the Defaulting Lender's participation in Swing Loans or Letters of Credit; and

(G) Agent may release any cash collateral provided by Borrowers pursuant to this Section 2.3(g)(ii) to the Issuing Bank and the Issuing Bank may apply any such cash collateral to the payment of such Defaulting Lender's Pro Rata Share of any Letter of Credit Disbursement that is not reimbursed by Borrowers pursuant to Section 2.11(d). Subject to Section 17.14, 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.

(h) Independent Obligations. All Revolving Loans (other than Swing Loans and Extraordinary Advances) shall be made by the Lenders contemporaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loan (or other extension of credit) hereunder, nor shall any Revolver Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

2.4 Payments; Reductions of Commitments; Prepayments.

(a) Payments by Borrowers.

(i) Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds, no later than 1:30 p.m. on the date specified herein; provided that, for the avoidance of doubt, any payments deposited into a Controlled Account (as defined in the Guaranty and Security Agreement) shall be deemed not to be received by Agent on any Business Day unless immediately available funds have been credited to Agent's Account prior to 1:30 p.m. on such Business Day. Any payment received by Agent in immediately available funds in Agent's Account later than 1:30 p.m. shall be deemed to have been received (unless Agent, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(ii) Unless Agent receives notice from Borrowers prior to the date on which any payment is due to the Lenders that Borrowers will not make such payment in full as and when required, Agent may assume that Borrowers have made (or will make) such payment in full to Agent on such date in immediately available funds and Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrowers do not make such payment in full to Agent on the date when due, each Lender severally shall repay to Agent on demand such amount distributed to such

Lender, together with interest thereon at the Defaulting Lender Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(b) Apportionment and Application.

(i) So long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all principal and interest payments received by Agent shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses received by Agent (other than fees or expenses that are for Agent's separate account or for the separate account of Issuing Bank) shall be apportioned ratably among the Lenders having a Pro Rata Share of the type of Revolver Commitment or Obligation to which a particular fee or expense relates.

(ii) Subject to Sections 2.4(b)(v) and 2.4(f) and the terms of the Financing Order, all payments to be made hereunder by Borrowers shall be remitted to Agent and all such payments, and all proceeds of Collateral received by Agent, shall be applied, so long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, first, to reduce the balance of the Existing Secured Obligations in the manner set forth in the Existing Credit Agreement, second, to reduce the balance of the Revolving Loans outstanding and, thereafter, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iii) Subject to the terms of the Financing Order, at any time that an Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all payments remitted to Agent and all proceeds of Collateral received by Agent shall be applied as follows:

(A) first, to reduce the balance of the Existing Secured Obligations in the manner set forth in the Existing Credit Agreement;

(B) second, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent under the Loan Documents, until paid in full and to pay interest and principal on Extraordinary Advances that are held solely by Agent pursuant to the terms of Section 2.3(d)(iv), until paid in full,

(C) third, to pay any fees or premiums then due to Agent under the Loan Documents, until paid in full,

(D) fourth, to pay interest due in respect of all Protective Advances, until paid in full,

(E) fifth, to pay the principal of all Protective Advances, until paid in full,

(F) sixth, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents, until paid in full,

(G) seventh, ratably, to pay any fees or premiums then due to any of the Lenders under the Loan Documents, until paid in full,

(H) eighth, to pay interest accrued in respect of the Swing Loans, until paid in full,

(I) ninth, to pay the principal of all Swing Loans, until paid in full,

(J) tenth, ratably, to pay interest accrued in respect of the Revolving Loans (other than Protective Advances), until paid in full,

(K) eleventh, ratably,

i. to pay the principal of all Revolving Loans (other than Protective Advances), until paid in full,

ii. (1) to Agent, to be held by Agent, for the benefit of Issuing Bank (and for the ratable benefit of each of the Lenders that have an obligation to pay to Agent, for the account of Issuing Bank, a share of each Letter of Credit Disbursement), as cash collateral in an amount up to 105% of the Letter of Credit Usage (to the extent permitted by applicable law, such cash collateral shall be applied to the reimbursement of any Letter of Credit Disbursement as and when such disbursement occurs and, if a Letter of Credit expires undrawn, the cash collateral held by Agent in respect of such Letter of Credit shall, to the extent permitted by applicable law, be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof), and (2) in the amount (after taking into account any amounts previously paid pursuant to this clause "ii(2)" during the continuation of the applicable Application Event) of the most recently established Bank Product Reserve, (I) to the Bank Product Providers based upon amounts then certified by the applicable Bank Product Provider to Agent (in form and substance satisfactory to Agent) to be due and payable to such Bank Product Providers on account of Bank Product Obligations, and (II) with any balance to be paid to Agent, to be held by Agent, for the benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment

or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof), until paid in full,

(L) twelfth, ratably, to pay any other Obligations other than Obligations owed to Defaulting Lenders (including being paid, ratably, to the Bank Product Providers on account of all amounts then due and payable in respect of Bank Product Obligations), with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof), until paid in full,

(M) thirteenth, ratably, to pay any Obligations owed to Defaulting Lenders, until paid in full, and

(N) fourteenth, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iv) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive, subject to a Settlement delay as provided in Section 2.3(e).

(v) In each instance, so long as no Application Event has occurred and is continuing, Section 2.4(b)(ii) shall not apply to any payment made by Borrowers to Agent and specified by Borrowers to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(vi) For purposes of Section 2.4(b)(iii), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vii) In the event of a direct conflict between the priority provisions of this Section 2.4 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, if the conflict relates to the provisions of Section 2.3(g) and this Section 2.4, then the provisions of Section 2.3(g) shall control and govern, and if otherwise, then the terms and provisions of this Section 2.4 shall control and govern.

(c) Reduction of Revolver Commitments. The Revolver Commitments shall terminate on the Maturity Date or earlier termination thereof pursuant to the terms of this Agreement. Upon five Business Days' prior written notice, Borrowers may reduce the Revolver Commitments, without premium or penalty, to an amount (which may be zero) not less than the sum of (i) the Revolver Usage as of such date, plus (ii) the principal amount of all Revolving Loans not yet made as to which a request has been given by Borrowers under Section 2.3(a), plus (iii) the amount of all Letters of Credit not yet issued as to which a request has been given by Borrowers pursuant to Section 2.11(a). Each such reduction shall be in an amount which is not less than \$10,000,000 (unless the Revolver Commitments are being reduced to zero and the amount of the Revolver Commitments in effect immediately prior to such reduction are less than \$10,000,000), shall be made by providing not less than 10 Business Days (or such shorter period of time as is acceptable to Agent) prior written notice by Administrative Borrower to Agent, and shall be irrevocable, except to the extent delivered in connection with a refinancing of the Obligations or other event, in which case such notice shall not be irrevocable until such refinancing or other event is consummated. Once reduced, the Revolver Commitments may not be increased. Each such reduction of the Revolver Commitments shall reduce the Revolver Commitments of each Lender proportionately in accordance with its ratable share thereof. In connection with any reduction in the Revolver Commitments prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as Agent shall reasonably request, in order to enable Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the Board of Governors.

(d) Optional Prepayments. Borrowers may prepay the principal of any Revolving Loan at any time in whole or in part, in accordance with Section 2.4(b)(ii), and any such prepayment pursuant to this Section 2.4(d) shall not result in a reduction of the Maximum Revolver Amount or any Revolver Commitments.

(e) Mandatory Prepayments.

(i) Maximum Revolver Amount. If, at any time, (A) the Revolver Usage on such date exceeds (B) the Maximum Revolver Amount, as adjusted for Reserves established by Agent in accordance with Section 2.1(c), then Borrowers shall immediately prepay the Obligations in accordance with Section 2.4(f) in an aggregate amount equal to the amount of such excess.

(ii) Dispositions. In addition to mandatory prepayments pursuant to the foregoing clause (i), within three Business Days following each date on or after the Closing Date upon which any Borrower receives any Net Cash Proceeds from any sale of Collateral (other than any disposition pursuant to any of clauses (b), (c), (d), (f) and (g) of the definition of "Permitted Dispositions"), or from any policy of insurance as a result of a Casualty Event with respect to the loss of, any asset, Borrower shall prepay, without premium or penalty, the Obligations (which shall not, for the avoidance of doubt, result in any reduction in the Maximum Revolver Amount or any Revolver Commitments) in accordance with Section 2.4(b)(ii) in an aggregate amount equal to such Net Cash Proceeds. Nothing contained in this Section 2.4(e)(ii) shall permit Parent or its Subsidiaries to sell or otherwise dispose of any assets other than in accordance with Section 6.4.

(iii) Disgorgement. In the event that Existing Agent or any of the Existing Lenders are required to repay or disgorge to Debtors or any representatives of the Debtors' estate (as agents, with derivative standing or otherwise) all or any portion of the Existing Secured Obligations authorized and directed to be repaid pursuant to the Financing Order, or any payment on account of the Existing Secured Obligations made to Existing Agent or any Existing Lender is rescinded for any reason whatsoever, including, but not limited to, as a result of any Avoidance Action, or any other action, suit, proceeding or claim brought under any other provision of any applicable Bankruptcy Code or any applicable state or provincial law, or any other similar provisions under any other state, federal or provincial statutory or common law (all such amounts being hereafter referred to as the "Avoided Payments"), then, in such event, Borrowers shall prepay the outstanding principal amount of the Revolving Loans in an amount equal to 100% of such Avoided Payments immediately upon receipt of the Avoided Payments by Debtors or any representative of the Debtors' estate.

(iv) Extraordinary Receipts. Within one Business Day of the date of receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(b)(ii) in an amount equal to 100% of such Extraordinary Receipts, net of any reasonable expenses incurred in collecting such Extraordinary Receipts.

(v) Indebtedness. Within one Business Day of the date of incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(b)(ii) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such incurrence. The provisions of this Section 2.4(e)(v) shall not be deemed to be implied consent to any such incurrence otherwise prohibited by the terms of this Agreement.

(vi) Equity. Within one Business Day of the date of the issuance by any Loan Party or any of its Subsidiaries of any Equity Interests (other than (A) in the event that any Loan Party or any of its Subsidiaries forms any Subsidiary in accordance with the terms hereof, the issuance by such Subsidiary of Equity Interests to such Loan

Party or such Subsidiary, as applicable, (B) the issuance of Equity Interests by Parent to any Person that is an equity holder of Parent prior to such issuance (a "Subject Holder") so long as such Subject Holder did not acquire any Equity Interests of Parent so as to become a Subject Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Subject Holder, (C) the issuance of Equity Interests of Parent to directors, officers and employees of Parent and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors, and (D) the issuance of Equity Interests by a Subsidiary of a Loan Party to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (A) through (C) above), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(b)(ii) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such issuance. The provisions of this Section 2.4(e)(vi) shall not be deemed to be implied consent to any such issuance otherwise prohibited by the terms of this Agreement.

(f) Application of Payments. Each prepayment pursuant to Section 2.4(e) shall be applied in the manner set forth in Section 2.4(b)(iii).

2.5 Promise to Pay.

(a) Borrowers agree to pay the Lender Group Expenses on the earlier of (i) the first day of the month following the date on which the applicable Lender Group Expenses were first incurred, or (ii) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (ii)). Borrowers promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which the Obligations (other than the Bank Product Obligations) become due and payable pursuant to the terms of this Agreement. Borrowers agree that their obligations contained in the first sentence of this Section 2.5(a) shall survive payment or satisfaction in full of all other Obligations.

(b) The Revolving Loans (including Swing Loans) made by each Lender are evidenced by this Agreement.

2.6 Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations.

(a) Interest Rates. Except as provided in Section 2.6(c), all Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest at a per annum rate equal to the Base Rate plus the Applicable Margin in effect from time to time applicable to Revolving Loans.

(b) Letter of Credit Fee. Borrowers shall pay Agent (for the ratable benefit of the Revolving Lenders), a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.11(k)) that shall accrue at a per annum rate equal to the Applicable Margin from time to

time used to determine the interest rate on Revolving Loans pursuant to Section 2.6(a)(i) times the average amount of Letter of Credit Usage during the immediately preceding month.

(c) Default Rate. Upon the occurrence and during the continuation of an Event of Default, subject to the Interest Act (Canada):

(i) all Obligations (other than the Letter of Credit Fee) consisting of principal, interest and fees shall bear interest at a per annum rate equal to 2.00 percentage points above the per annum rate otherwise applicable thereunder, and

(ii) the Letter of Credit Fee shall be increased to 2.00 percentage points above the per annum rate otherwise applicable thereto.

(d) Payment. Except to the extent provided to the contrary in Section 2.10 or Section 2.11(k), (i) all interest and all other fees payable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on the first day of each month (or, in the case of any Letter of Credit Fees, the first Business Day of such month), and (ii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all Lender Group Expenses shall be due and payable on (x) with respect to Lender Group Expenses outstanding as of the Closing Date, the Closing Date, and (y) otherwise, the earlier of (A) the first day of the month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred, and (B) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (y)). Borrowers hereby authorize Agent, from time to time without prior notice to Borrowers, to charge to the Loan Account (A) on the first day of each month, all interest accrued during the prior month on the Revolving Loans hereunder, (B) on the first Business Day of each month, all unpaid Letter of Credit Fees accrued or chargeable hereunder during the prior month, (C) as and when incurred or accrued, all fees and costs provided for in Section 2.10(a) or (c), (D) on the first day of each month, the Unused Line Fee accrued during the prior month pursuant to Section 2.10(b), (E) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents, (F) on the Closing Date and thereafter as and when incurred or accrued, all other Lender Group Expenses, and (G) as and when due and payable all other payment obligations payable under any Loan Document or any Bank Product Agreement (including any amounts due and payable to the Bank Product Providers in respect of Bank Products). All amounts (including interest, fees, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement) charged to the Loan Account shall thereupon constitute Revolving Loans hereunder, shall constitute Obligations hereunder, and shall initially accrue interest at the rate then applicable to Revolving Loans.

(e) Computation. All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(f) Intent to Limit Charges to Maximum Lawful Rate. In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

(g) [Intentionally Omitted].

(h) If any provision of this Agreement or of any of the other Loan Documents would obligate a Canadian Loan Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (i) first, by reducing the amount or rate of interest required to be paid by such Canadian Loan Party to such Lender pursuant to this Agreement, and (ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid by such Canadian Loan Party to such Lender which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada). Any amount or rate of interest referred to in this Section 2.6(h) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan or other amount remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Closing Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Agent shall be conclusive for the purposes of such determination.

(i) For purposes of disclosure pursuant to the Interest Act (Canada), the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of a 360 day year or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively. EACH CANADIAN BORROWER FOR AND ON BEHALF OF ITSELF AND EACH CANADIAN GUARANTOR CONFIRMS THAT IT FULLY UNDERSTANDS AND IS ABLE TO CALCULATE THE RATES OF INTEREST APPLICABLE UNDER THE LOAN DOCUMENTS BASED ON THE METHODOLOGY FOR CALCULATING PER ANNUM RATES PROVIDED FOR IN THIS AGREEMENT. Agent agrees that, if requested in writing by a Canadian Borrower, it will calculate the nominal and effective per annum rate of interest on any Loan or other amount outstanding hereunder at the time

of such request and provide such information to such Canadian Borrower promptly following such request, provided that any error in any such calculation, or any failure to provide such information on request, shall not relieve any Canadian Borrower or any Canadian Guarantor of any of its obligations under this Agreement or any other Loan Document, nor result in any liability of Agent or any Lender.

2.7 Crediting Payments. The receipt of any payment item by Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment and interest shall be calculated accordingly. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Agent only if it is received into Agent's Account on a Business Day on or before 1:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless Agent, in its sole discretion, elects to credit it on the date received), it shall be deemed to have been received by Agent as of the opening of business on the immediately following Business Day.

2.8 Designated Account. Agent is authorized to make the Revolving Loans, and Issuing Bank is authorized to issue the Letters of Credit, under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Person or, without instructions, if pursuant to Section 2.6(d). Borrowers agree to establish and maintain the Designated Account with the Designated Account Bank for the purpose of receiving the proceeds of the Revolving Loans requested by Borrowers and made by Agent or the Lenders hereunder. Unless otherwise agreed by Agent and Borrowers, any Revolving Loan or Swing Loan requested by Borrowers and made by Agent or the Lenders hereunder shall be made to the Designated Account.

2.9 Maintenance of Loan Account; Statements of Obligations. Agent shall maintain an account on its books in the name of Borrowers (the "Loan Account") on which Borrowers will be charged with all Revolving Loans (including Extraordinary Advances and Swing Loans) made by Agent, Swing Lender, or the Lenders to Borrowers or for Borrowers' account, the Letters of Credit issued or arranged by Issuing Bank for Borrowers' account, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent from Borrowers or for Borrowers' account. Agent shall make available to Borrowers monthly statements regarding the Loan Account, including the principal amount of the Revolving Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and a summary itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrowers and the Lender Group unless, within 30 days after Agent first makes such a statement available to Borrowers, Borrowers shall deliver to Agent written objection thereto describing the error or errors contained in such statement.

2.10 Fees.

(a) Agent Fees. Borrowers shall pay to Agent, for the account of Agent, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter.

(b) Unused Line Fee. Borrowers shall pay to Agent, for the ratable account of the Revolving Lenders, an unused line fee (the "Unused Line Fee") in an amount equal to the Applicable Unused Line Fee Percentage per annum times the result of (i) the Maximum Revolver Amount, minus (ii) the average amount of the Revolver Usage during the immediately preceding month (or portion thereof), which Unused Line Fee shall be due and payable, in arrears, on the first day of each month from and after the Closing Date up to the first day of the month prior to the date on which the Obligations are paid in full and on the date on which the Obligations are paid in full.

(c) Field Examination and Other Fees. Borrowers shall pay to Agent field examination, appraisal, and valuation fees and charges when due and payable in accordance with Section 2.6(d), in connection with any inspections permitted by Section 5.7 (subject to clause (b) thereof), which fees and charges shall be as follows: (i) a per diem fee at Wells Fargo's standard rate, per examiner, plus out-of-pocket expenses (including travel, meals, and lodging) for each field examination of any Borrower performed by or on behalf of Agent, and (ii) the fees, charges or expenses paid or incurred by Agent if it elects to employ the services of one or more third Persons to perform field examinations of Parent or its Subsidiaries, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Parent's or its Subsidiaries' business valuation.

2.11 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of Borrowers made in accordance herewith, and prior to the Maturity Date, Issuing Bank agrees to issue a requested standby Letter of Credit or a sight commercial Letter of Credit for the account of Borrowers, which Letter of Credit may be related to or to benefit the business of Borrowers' Subsidiaries. By submitting a request to Issuing Bank for the issuance of a Letter of Credit, Borrowers shall be deemed to have requested that Issuing Bank issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment or extension of any outstanding Letter of Credit, shall be (x) irrevocable and made in writing by an Authorized Person, (y) delivered to Agent and Issuing Bank via facsimile or other electronic method of transmission reasonably acceptable to Agent and Issuing Bank and reasonably in advance of the requested date of issuance, amendment or extension and (z) subject to Issuing Bank's authentication procedures satisfactory to Issuing Bank. Each such request shall be in form and substance reasonably satisfactory to Agent and Issuing Bank and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment or extension, identification of the Letter of Credit to be so amended, or extended) as shall be necessary to prepare, amend or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Agent or Issuing Bank may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Issuing

Bank generally requests for Letters of Credit in similar circumstances. Issuing Bank's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, Issuing Bank may, but shall not be obligated to, issue a Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property, or (y) an employment contract. Notwithstanding anything contained herein to the contrary, no Letters of Credit shall be issued under this Agreement at any time after the Filing Date except in Issuing Bank's sole discretion.

(b) Issuing Bank shall have no obligation to issue, amend or extend a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment or extension:

- (i) the Letter of Credit Usage would exceed \$40,000,000, or
- (ii) the Letter of Credit Usage would exceed the Maximum Revolver Amount less the outstanding amount of Revolving Loans (including Swing Loans) less the principal amount of any Reinstated Existing Secured Obligations less the principal amount of any Existing Secured Obligations, or
- (iii) the obligations to be supported by such Letter of Credit are not enumerated in the Approved Budget.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance or extension of a Letter of Credit, Issuing Bank shall not be required to issue or arrange for or extend such Letter of Credit to the extent (i) the Defaulting Lender's Letter of Credit Exposure with respect to such Letter of Credit may not be reallocated pursuant to Section 2.3(g)(ii), or (ii) Issuing Bank has not otherwise entered into arrangements reasonably satisfactory to it and Borrowers to eliminate Issuing Bank's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include Borrowers cash collateralizing such Defaulting Lender's Letter of Credit Exposure in accordance with Section 2.3(g)(ii). Additionally, Issuing Bank shall have no obligation to issue or extend a 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 Issuing Bank from issuing such Letter of Credit, or any law applicable to Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Issuing Bank shall prohibit or request that Issuing Bank refrain from the issuance of letters of credit generally or such Letter of Credit in particular, or (B) the issuance of such Letter of Credit would violate one or more policies of Issuing Bank applicable to letters of credit generally, or (C) amounts demanded to be paid under any Letter of Credit will not or may not be in Dollars.

(d) Any Issuing Bank (other than Wells Fargo or any of its Affiliates) shall notify Agent in writing no later than the Business Day prior to the Business Day on which such Issuing Bank issues any Letter of Credit. In addition, each Issuing Bank (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each week, submit to Agent a report detailing the daily undrawn amount of each Letter of Credit issued by such Issuing Bank during the prior calendar week. Each Letter of Credit shall be in form and substance reasonably acceptable to Issuing Bank. If Issuing Bank makes a payment under a Letter of Credit, Borrowers

shall pay to Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 3) and, initially, shall bear interest at the rate then applicable to Revolving Loans. If a Letter of Credit Disbursement is deemed to be a Revolving Loan hereunder, Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to Issuing Bank shall be automatically converted into an obligation to pay the resulting Revolving Loan. Promptly following receipt by Agent of any payment from Borrowers pursuant to this paragraph, Agent shall distribute such payment to Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to Section 2.11(e) to reimburse Issuing Bank, then to such Revolving Lenders and Issuing Bank as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.11(d), each Revolving Lender agrees to fund its Pro Rata Share of any Revolving Loan deemed made pursuant to Section 2.11(d) on the same terms and conditions as if Borrowers had requested the amount thereof as a Revolving Loan and Agent shall promptly pay to Issuing Bank the amounts so received by it from the Revolving Lenders. By the issuance of a Letter of Credit (or an amendment or extension of a Letter of Credit), and without any further action on the part of Issuing Bank or the Revolving Lenders, Issuing Bank shall be deemed to have granted to each Revolving Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by Issuing Bank, in an amount equal to its Pro Rata Share of such Letter of Credit, and each such Revolving Lender agrees to pay to Agent, for the account of Issuing Bank, such Revolving Lender's Pro Rata Share of any Letter of Credit Disbursement made by Issuing Bank under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to Agent, for the account of Issuing Bank, such Revolving Lender's Pro Rata Share of each Letter of Credit Disbursement made by Issuing Bank and not reimbursed by Borrowers on the date due as provided in Section 2.11(d), or of any reimbursement payment that is required to be refunded (or that Agent or Issuing Bank elects, based upon the advice of counsel, to refund) to Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to Agent, for the account of Issuing Bank, an amount equal to its respective Pro Rata Share of each Letter of Credit Disbursement pursuant to this Section 2.11(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 3. If any such Revolving Lender fails to make available to Agent the amount of such Revolving Lender's Pro Rata Share of a Letter of Credit Disbursement as provided in this Section, such Revolving Lender shall be deemed to be a Defaulting Lender and Agent (for the account of Issuing Bank) shall be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each member of the Lender Group (including Issuing Bank and its branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including Issuing Bank, a "Letter of Credit Related Person") (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and

disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Section 16) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

- (i) any Letter of Credit or any pre-advice of its issuance;
- (ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;
- (iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;
- (iv) any independent undertakings issued by the beneficiary of any Letter of Credit;
- (v) any unauthorized instruction or request made to Issuing Bank in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, electronic transmission, SWIFT or any other telecommunication, including communications through a correspondent;
- (vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;
- (vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;
- (viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;
- (ix) Issuing Bank's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;
- (x) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;
- (xi) any foreign language translation provided to Issuing Bank in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to Issuing Bank's issuance of a Letter of Credit in support of a foreign guaranty including the expiration of such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by Issuing Bank in connection therewith; or

(xiii) any prohibition on payment or delay in payment of any amount payable by Issuing Bank to a beneficiary or transferee beneficiary of a Letter of Credit arising out of Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions;

in each case, including that resulting from the Letter of Credit Related Person's own negligence (other than gross negligence as provided below); provided, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (xiii) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.11(f). If and to the extent that the obligations of Borrowers under this Section 2.11(f) are unenforceable for any reason, Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of Issuing Bank (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Borrowers that are caused directly by Issuing Bank's gross negligence, or willful misconduct (as determined in a final, non-appealable judgment of a court of competent jurisdiction) in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. Borrowers' aggregate remedies against Issuing Bank and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Borrowers to Issuing Bank in respect of the honored presentation in connection with such Letter of Credit under Section 2.11(d), plus interest at the rate then applicable to Revolving Loans hereunder. Borrowers shall take action to avoid and mitigate the amount of any damages claimed against Issuing Bank or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by Borrowers as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Issuing Bank to effect a cure.

(h) Borrowers are responsible for preparing or approving the final text of the Letter of Credit as issued by Issuing Bank, irrespective of any assistance Issuing Bank may provide such as drafting or recommending text or by Issuing Bank's use or refusal to use text submitted by

Borrowers. Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Issuing Bank, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. Borrowers are solely responsible for the suitability of the Letter of Credit for Borrowers' purposes. If Borrowers request Issuing Bank to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against Issuing Bank; (ii) Borrowers shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among Issuing Bank and Borrowers. Borrowers will examine the copy of the Letter of Credit and any other documents sent by Issuing Bank in connection therewith and shall promptly notify Issuing Bank (not later than three (3) Business Days following Borrowers' receipt of documents from Issuing Bank) of any non-compliance with Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. Borrowers understand and agree that Issuing Bank is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, Issuing Bank, in its sole and absolute discretion, may give notice of non-extension of such Letter of Credit and, if Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, Borrowers will so notify Agent and Issuing Bank at least 30 calendar days before Issuing Bank is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) Borrowers' reimbursement and payment obligations under this Section 2.11 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement or any other Loan Document or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) Issuing Bank or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) Issuing Bank or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that Parent or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, Issuing Bank or any other Person;

(vi) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.11(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against Issuing Bank, the beneficiary or any other Person;

(vii) the fact that any Default or Event of Default shall have occurred and be continuing; or

(viii) Issuing Bank or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at Issuing Bank's counter or are different from the electronic presentation thereof;

provided, that subject to Section 2.11(g), the foregoing shall not release Issuing Bank from such liability to Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against Issuing Bank following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of Borrowers to Issuing Bank arising under, or in connection with, this Section 2.11 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, Issuing Bank and each other Letter of Credit Related Person (if applicable) shall not be responsible to Borrowers for, and Issuing Bank's rights and remedies against Borrowers and the obligation of Borrowers to reimburse Issuing Bank for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document, or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Issuing Bank's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that Issuing Bank in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to Borrowers;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where Issuing Bank has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by Issuing Bank if subsequently Issuing Bank or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by Issuing Bank to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) Borrowers shall pay immediately upon demand to Agent for the account of Issuing Bank as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.11(k)): (i) a fronting fee which shall be imposed by Issuing Bank upon the issuance of each Letter of Credit of 0.125% per annum of the undrawn face amount thereof, plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, Issuing Bank, or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit

(including transfers, assignments of proceeds, amendments, drawings, extensions or cancellations).

(l) If by reason of (x) any Change in Law, or (y) compliance by Issuing Bank or any other member of the Lender Group with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit issued or caused to be issued hereunder or hereby, or any Loans or obligations to make Loans hereunder or hereby, or

(ii) there shall be imposed on Issuing Bank or any other member of the Lender Group any other condition regarding any Letter of Credit, Loans, or obligations to make Loans hereunder,

and the result of the foregoing is to increase, directly or indirectly, the cost to Issuing Bank or any other member of the Lender Group of issuing, making, participating in, or maintaining any Letter of Credit or to reduce the amount receivable in respect thereof, then, and in any such case, Agent may, at any time within a reasonable period after the additional cost (other than Taxes, which shall be governed by Section 16) is incurred or the amount received is reduced, notify Borrowers, and Borrowers shall pay within 30 days after demand therefor, such amounts as Agent may specify to be necessary to compensate Issuing Bank or any other member of the Lender Group for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Revolving Loans hereunder; provided, that (A) Borrowers shall not be required to provide any compensation pursuant to this Section 2.11(l) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to Borrowers, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Agent of any amount due pursuant to this Section 2.11(l), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(m) Each standby Letter of Credit shall expire at or prior to the close of business on the earlier of the date which is (i) 1 year after the date of the issuance of such Letter of Credit (or such other longer period of time as Agent and the applicable Issuing Bank may agree and, in the case of any extension thereof, 1 year after such extension) and (ii) unless Letter of Credit Collateralization has been provided with respect thereto or other credit support provided to the reasonable satisfaction of Agent and the applicable Issuing Bank (in which case the expiry may extend no longer than 12 months after the Letter of Credit Expiration Date), the Letter of Credit Expiration Date. Each commercial Letter of Credit shall expire on the earlier of (x) 120 days after the date of the issuance of such commercial Letter of Credit and (y) the Letter of Credit Expiration Date.

(n) If (i) any Event of Default shall occur and be continuing, or (ii) Availability shall at any time be less than zero, then on the Business Day following the date when Administrative Borrower receives notice from Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated in accordance with the terms hereof, Revolving Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Letter of Credit Collateralization pursuant to this Section 2.11(n), upon such demand, Borrowers shall provide Letter of Credit Collateralization with respect to the then existing Letter of Credit Usage. If Borrowers fail to provide Letter of Credit Collateralization as required by this Section 2.11(n), the Revolving Lenders may (and, upon direction of Agent, shall) advance, as Revolving Loans the amount of the cash collateral required pursuant to the Letter of Credit Collateralization provision so that the then existing Letter of Credit Usage is cash collateralized in accordance with the Letter of Credit Collateralization provision (whether or not the Revolver Commitments have terminated, an Overadvance exists or the conditions in Section 3 are satisfied).

(o) Unless otherwise expressly agreed by Issuing Bank and Borrowers when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(p) In the event of a direct conflict between the provisions of this Section 2.11 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.11 shall control and govern.

(q) Issuing Bank shall be deemed to have acted with due diligence and reasonable care if Issuing Bank's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(r) The provisions of this Section 2.11 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At Borrowers' costs and expense, Borrowers shall execute and deliver to Issuing Bank such additional certificates, instruments or documents and take such additional action as may be reasonably requested by Issuing Bank to enable Issuing Bank to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise or enforce Issuing Banks' rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. In connection with any commercial Letter of Credit issued hereunder, each Borrower irrevocably appoints Issuing Bank as its attorney-in-fact and authorizes Issuing Bank, without notice to Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

(t) Schedule 2.11 hereto contains a list of all Letters of Credit outstanding on the Filing Date pursuant to the Existing Credit Agreement. For the period from and after the effective date of the Interim Financing Order, each such Letter of Credit set forth on Schedule 2.11, including any extension or renewal thereof, that remains outstanding on the effective date of the Interim Financing Order (each, as amended from time to time in accordance with the terms thereof and hereof, an "Existing Letter of Credit") shall be deemed Letters of Credit re-issued hereunder for the account of Borrowers, for all purposes of this Agreement, including, without limitation, calculations of Availability, Letter of Credit Usage and all other fees and expenses relating to the Letters of Credit (including any related indemnification obligations). Issuing Lender hereby assumes and agrees to perform any and all duties, obligations and liabilities to be performed or discharged by the issuers of the Existing Letters of Credit. Borrowers agree to execute and deliver such documentation, if any, requested by Agent, or an Issuing Bank, to evidence, record, or further the foregoing deemed re-issuance.

(u) The expiration date of each Letter of Credit, other than the Existing Letters of Credit, shall be on a date that is not later than five (5) Business Days' prior to the Maturity Date unless Borrowers provide Letter of Credit Collateralization with respect to outstanding Letter of Credit Usage; provided, that a Letter of Credit may provide for automatic extensions of its expiration date for one or more successive periods of up to twelve (12) months for each period; provided, further, that the applicable Issuing Bank has the right to terminate such Letter of Credit on each such expiration date and no renewal term may extend the term of the Letter of Credit to a date that is later than the fifth (5th) Business Day prior to the Maturity Date unless Borrowers provide Letter of Credit Collateralization with respect to outstanding Letter of Credit Collateralization. Upon direction by Agent or Required Lenders, the applicable Issuing Bank shall not renew any such Letter of Credit at any time during the continuance of an Event of Default; provided, that in the case of a direction by Agent or Required Lenders, the Issuing Bank receives such directions prior to the date notice of non-renewal is required to be given by the Issuing Bank and the Issuing Bank has had a reasonable period of time to act on such notice.

2.12 [Intentionally Omitted].

2.13 Capital Requirements.

(a) If, after the date hereof, Issuing Bank or any Lender determines that (i) any Change in Law regarding capital, liquidity or reserve requirements for banks or bank holding companies or regarding Taxes to which such Lender is subject (other than Excluded Taxes or Indemnified Taxes), or (ii) compliance by Issuing Bank or such Lender, or their respective parent bank holding companies, with any guideline, request or directive of any Governmental Authority regarding capital adequacy or liquidity requirements (whether or not having the force of law), has the effect of reducing the return on Issuing Bank's, such Lender's, or such holding companies' capital or liquidity as a consequence of Issuing Bank's or such Lender's commitments, Loans, participations or other obligations hereunder to a level below that which Issuing Bank, such Lender, or such holding companies could have achieved but for such Change in Law or compliance (taking into consideration Issuing Bank's, such Lender's, or such holding companies' then existing policies with respect to capital adequacy or liquidity requirements and assuming the full utilization of such entity's capital) by any amount reasonably deemed by Issuing Bank or such Lender to be material, then Issuing Bank or such Lender may notify Borrowers and Agent thereof. Following

receipt of such notice, Borrowers agree to pay Issuing Bank or such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within 30 days after presentation by Issuing Bank or such Lender of a statement in the amount and setting forth in reasonable detail Issuing Bank's or such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, Issuing Bank or such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of Issuing Bank or any Lender to demand compensation pursuant to this Section 2.13 shall not constitute a waiver of Issuing Bank's or such Lender's right to demand such compensation; provided, that Borrowers shall not be required to compensate Issuing Bank or a Lender pursuant to this Section 2.13 for any reductions in return incurred more than 180 days prior to the date that Issuing Bank or such Lender notifies Borrowers of such Change in Law giving rise to such reductions and of such Lender's intention to claim compensation therefor; provided further, that if such claim arises by reason of the Change in Law that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If Issuing Bank or any Lender requests additional or increased costs referred to in Section 2.11(l) or amounts under Section 2.13(a) or makes a claim for compensation under Section 16 (such Issuing Bank or Lender, an "Affected Lender"), then, at the request of Administrative Borrower, such Affected Lender shall use reasonable efforts to promptly designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches, if (i) in the reasonable judgment of such Affected Lender, such designation or assignment would eliminate or reduce amounts payable pursuant to Section 16, Section 2.11(l), or Section 2.13(a), as applicable, and (ii) in the reasonable judgment of such Affected Lender, such designation or assignment would not subject it to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to it. Borrowers agree to pay all reasonable out-of-pocket costs and expenses incurred by such Affected Lender in connection with any such designation or assignment. If, after such reasonable efforts, such Affected Lender does not so designate a different one of its lending offices or assign its rights to another of its offices or branches so as to eliminate Borrowers' obligation to pay any future amounts to such Affected Lender pursuant to Section 16, Section 2.11(l) or Section 2.13(a), as applicable, then Borrowers (without prejudice to any amounts then due to such Affected Lender under Section 16, Section 2.11(l) or Section 2.13(a), as applicable) may, unless prior to the effective date of any such assignment the Affected Lender withdraws its request for such additional amounts under Section 16, Section 2.11(l) or Section 2.13(a), as applicable, may designate a different Issuing Bank or substitute a Lender or prospective Lender, in each case, reasonably acceptable to Agent to purchase the Obligations owed to such Affected Lender and such Affected Lender's commitments hereunder (a "Replacement Lender"), and if such Replacement Lender agrees to such purchase, such Affected Lender shall assign to the Replacement Lender its Obligations and commitments pursuant to an Assignment and Acceptance in accordance with Section 14.2, and upon such purchase by the Replacement Lender, which such Replacement Lender shall be deemed to be "Issuing Bank" or a "Lender" (as the case may be) for purposes of this Agreement and such Affected Lender shall cease to be "Issuing Bank" or a "Lender" (as the case may be) for purposes of this Agreement.

(c) Notwithstanding anything herein to the contrary, the protection of Sections 2.11(l), and 2.13 shall be available to Issuing Bank and each Lender (as applicable) regardless of

any possible contention of the invalidity or inapplicability of the law, rule, regulation, judicial ruling, judgment, guideline, treaty or other change or condition which shall have occurred or been imposed, so long as it shall be customary for issuing banks or lenders affected thereby to comply therewith. Notwithstanding any other provision herein, neither Issuing Bank nor any Lender shall demand compensation pursuant to this Section 2.13 if it shall not at the time be the general policy or practice of Issuing Bank or such Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any.

2.14 [Intentionally Omitted].

2.15 [Intentionally Omitted].

2.16 Joint and Several Liability of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.16), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. Accordingly, each Borrower hereby waives any and all suretyship defenses that would otherwise be available to such Borrower under applicable law.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due, whether upon maturity, acceleration, or otherwise, or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligations until such time as all of the Obligations are paid in full, and without the need for demand, protest, or any other notice or formality.

(d) The Obligations of each Borrower under the provisions of this Section 2.16 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 2.16(d)) or any other circumstances whatsoever.

(e) Without limiting the generality of the foregoing and except as otherwise expressly provided in this Agreement, each Borrower hereby waives presentments, demands for performance, protests and notices, including notices of acceptance of its joint and several liability, notice of any Revolving Loans or any Letters of Credit issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Agreement, notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations or of

any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Agent or Lenders under or in respect of any of the Obligations, any right to proceed against any other Borrower or any other Person, to proceed against or exhaust any security held from any other Borrower or any other Person, to protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Borrower, any other Person, or any collateral, to pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement), any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which each Borrower may now or at any time hereafter have against any other Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider, any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Obligations or any security therefor, and any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Borrower's rights of subrogation, reimbursement, contribution, or indemnity of such Borrower against any other Borrower. Without limiting the generality of the foregoing, each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any Agent or Lender with respect to the failure by any Borrower to comply with any of its respective Obligations, including any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 2.16 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.16, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.16 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.16 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or any Agent or Lender. Each of the Borrowers waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Borrower or other circumstance which operates to toll any statute of limitations as to any Borrower shall operate to toll the statute of limitations as to each of the Borrowers. Each of the Borrowers waives any defense based on or arising out of any defense of any Borrower or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the

disability of any Borrower or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower other than payment of the Obligations to the extent of such payment. Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Borrower or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Borrowers hereunder except to the extent the Obligations have been paid.

(f) Each Borrower represents and warrants to Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.16 are made for the benefit of Agent, each member of the Lender Group, each Bank Product Provider, and their respective successors and permitted assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Agent, any member of the Lender Group, any Bank Product Provider, or any of their successors or permitted assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.16 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.16 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights that arise from the existence, payment, performance or enforcement of the provisions of this Section 2.16, including rights of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Agent, any other member of the Lender Group, or any Bank Product Provider against any Borrower, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Agent or any member of the Lender Group hereunder or under any of the Bank Product Agreements are hereby expressly made subordinate and junior in right of payment, without

limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor. If any amount shall be paid to any Borrower in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall forthwith be paid to Agent to be credited and applied to the Obligations and all other amounts payable under this Agreement, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Obligations or other amounts payable under this Agreement thereafter arising. Notwithstanding anything to the contrary contained in this Agreement, no Borrower may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Borrower, including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such other Borrower whether pursuant to this Agreement or otherwise.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Event of Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Agent, and such Borrower shall deliver any such amounts to Agent for application to the Obligations in accordance with Section 2.4(b).

(j) Each of the Borrowers hereby acknowledges and affirms that it understands that to the extent the Obligations are secured by Real Property located in California, the Borrowers shall be liable for the full amount of the liability hereunder notwithstanding the foreclosure on such Real Property by trustee sale or any other reason impairing such Borrower's right to proceed against any other Loan Party. In accordance with Section 2856 of the California Civil Code or any similar laws of any other applicable jurisdiction, each of the Borrowers hereby waives until such time as the Obligations have been paid in full:

(i) all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the Borrowers by reason of Sections 2787 to 2855, inclusive, 2899, and 3433 of the California Civil Code or any similar laws of any other applicable jurisdiction;

(ii) all rights and defenses that the Borrowers may have because the Obligations are secured by Real Property located in California, meaning, among other things, that: (A) Agent, the other members of the Lender Group, and the Bank Product Providers may collect from the Borrowers without first foreclosing on any real or personal property collateral pledged by any Loan Party, and (B) if Agent, on behalf of the Lender Group, forecloses on any Real Property Collateral pledged by any Loan Party,

(1) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) the Lender Group may collect from the Loan Parties even if, by foreclosing on the Real Property Collateral, Agent or the other members of the Lender Group have destroyed or impaired any right the Borrowers may have to collect from any other Loan Party, it being understood that this is an unconditional and irrevocable waiver of any rights and defenses the Borrowers may have because the Obligations are secured by Real Property (including any rights or defenses based upon Sections 580a, 580d, or 726 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction); and

(iii) all rights and defenses arising out of an election of remedies by Agent, the other members of the Lender Group, and the Bank Product Providers, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations, has destroyed the Borrowers' rights of subrogation and reimbursement against any other Loan Party by the operation of Section 580d of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction or otherwise.

(k) Notwithstanding any other provision contained herein or in any other Loan Document, if a "secured creditor" (as that term is defined under the BIA) is determined by a court of competent jurisdiction not to include a Person to whom obligations are owed on a joint and several basis, then such Person's Obligations (and the Obligations of each other Canadian Loan Party or any other applicable Loan Party), to the extent such Obligations are secured, shall be several obligations and not joint and several obligations.

2.17 Existing Hedging Obligations and other Existing Bank Product Obligations. All Existing Secured Obligations under Existing Hedge Agreements and all other Existing Bank Product Obligations shall be deemed to have been incurred pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof and shall constitute Bank Product Obligations hereunder. Each Hedge Provider and each other Bank Product Provider hereby assumes and agrees to perform any and all duties, obligations and liabilities to be performed or discharged by the "Hedge Provider" (as defined in the Existing Credit Agreement) or other "Bank Product Provider" (as defined in the Existing Credit Agreement) in accordance with and pursuant to the Existing Credit Agreement and this Agreement, as applicable. Borrowers agree to execute and deliver such documentation, if any, requested by Agent, a Hedge Provider or other Bank Product Provider to evidence, record, or further the foregoing deemed re-incurrence.

2.18 Superpriority. Except as set forth herein or in the Financing Order, the DIP Recognition Order or the Canadian Supplemental Order, no other claim having a priority superior or pari passu to that granted to the Agent and the Lenders by the Financing Order and the DIP Recognition Order shall be granted or approved while any Obligations under this Agreement remain outstanding. Except for the Carveout and subject to entry of the Final Financing Order and the DIP Recognition Order, no costs or expenses of administration shall be imposed against the Agent, the Lenders or any of the Collateral or any of the Existing Agent, the Existing Lenders or the Collateral (as defined in the Existing Credit Agreement) under Sections 105, 506(c) or 552 of

the Bankruptcy Code, or otherwise, and each of the Loan Parties hereby waives for itself and on behalf of its estate in bankruptcy, any and all rights under sections 105, 506(c) or 552, or otherwise, to assert or impose or seek to assert or impose, any such costs or expenses of administration against Agent, Lenders or any of the Collateral or any of the Existing Agent or the Existing Lenders.

2.19 Waiver of any Priming Rights. On and after the Closing Date, and on behalf of themselves and their estates, and for so long as any Obligations shall be outstanding, the Borrowers and the Guarantors hereby irrevocably waive any right, pursuant to Sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any Lien of equal or greater priority than the DIP Liens securing the Obligations, or to approve a claim of equal or greater priority than the Obligations, in each case other than as contemplated herein.

2.20 Bankruptcy Matters.

(a) The Bankruptcy Cases shall have been commenced in the Bankruptcy Court, no trustee or examiner shall have been appointed with respect to the Loan Parties or any property of or any estate of the Loan Parties and the Bankruptcy Court shall have entered all "first day" orders (including the Initial Approved Budget but other than the Final Financing Order), each in form and substance satisfactory to Agent;

(b) The Bankruptcy Court shall have entered the Interim Financing Order within 3 Business Days of the Filing Date, which Interim Financing Order (x) shall have been entered upon an application or motion of the Debtors satisfactory in form and substance satisfactory to Agent is the subject of a pending objection, appeal or motion for reconsideration in any respect, neither the Interim Financing Order, nor the making of the Loans, or the performance by the Debtors of any of the Obligations shall be the subject of a presently effective stay, and (z) shall otherwise satisfy the requirements of the definition of Interim Financing Order set forth herein;

(c) The Bankruptcy Court shall have entered a Cash Management Order authorizing the Borrower to maintain and continue to use their Cash Management Services in the ordinary course of business, in form and substance satisfactory to Agent and the Canadian Court shall have entered the Canadian Supplemental Order recognizing the Cash Management Order within 3 Business days following the entry of the Cash Management Order, or as soon as possible thereafter in the circumstances; and

(d) The Canadian Court shall have entered the Canadian Initial Recognition Order and Canadian Interim DIP Recognition Order within 3 Business Days following entry of the Interim Financing Order, or as soon as possible thereafter in the circumstances, and the Canadian Court shall have issued the Canadian Final DIP Recognition Order within 3 Business Days following the entry of the Final Financing Order, or as soon as possible thereafter in the circumstances.

3. **CONDITIONS; TERM OF AGREEMENT.**

3.1 Conditions Precedent to the Initial Extension of Credit. The effectiveness of this Agreement and the obligation of each Lender to make the initial extensions of credit on the Closing Date requested by Borrowers hereunder is subject solely to the satisfaction (or waiver by Agent

and each Lender), of each of the conditions precedent set forth on Schedule 3.1 (the making of such initial extensions of credit by a Lender being conclusively deemed to be such satisfaction or waiver of the conditions precedent).

3.2 Conditions Precedent to all Extensions of Credit. The obligation of the Lender Group (or any member thereof) to make any Revolving Loans hereunder (or to extend any other credit hereunder (including any amendment to, or any extension of, any Letters of Credit)) at any time after the Closing Date shall be subject solely to the following conditions precedent:

(a) the representations and warranties of Parent or its Subsidiaries contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either result from the making thereof;

(c) in the case of a request for Borrowing Revolving Loans, Agent shall have received a notice requesting such Borrowing meeting the requirements of Section 2.3 and in the case of a request for a Letter of Credit (including any amendment thereto or extension thereof), Issuing Bank shall have received a notice requesting such issuance (or amendment thereto or extension thereof) meeting the requirements of Section 2.11;

(d) Availability immediately prior to such Borrowing or issuance of Letter of Credit shall not be less than the amount of such Borrowing or Letter of Credit, as applicable;

(e) no injunction, writ, restraining order, or other order of any nature restricting or prohibiting, directly or indirectly, the extending of such credit shall have been issued and remain in force by any Governmental Authority against any Borrower, Agent, or any Lender;

(f) no Material Adverse Effect shall have occurred since the Closing Date;

(g) with respect to any Loan or Letter of Credit to be made or issued on or after forty (40) days from the entry of the Interim Financing Order, the Bankruptcy Court shall have entered the Final Financing Order and within two Business Days after entry of such Final Financing Order, the Canadian Court shall have issued the Canadian Final DIP Recognition Order, which Final Financing Order and Canadian Final DIP Recognition Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of Agent; and

(h) with respect to the making of any Revolving Loans or other extension of credit to Canadian Borrowers hereunder, the Canadian Court shall have entered the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP

Recognition Order, which orders (i) shall have been issued by the Canadian Court upon an application or motion of the Foreign Representative satisfactory in form and substance to Agent in its sole discretion and upon prior notice to such parties required to receive such notice and such other parties as may be reasonably requested by Agent; and (ii) shall be in full force and effect and shall not have been amended, modified or stayed, or reversed (other than in respect of the Canadian Interim DIP Recognition Order by the Canadian Final DIP Recognition Order); and, if the Canadian Interim DIP Recognition Order is the subject of a pending objection, appeal or motion for reconsideration in any respect (other than in respect of the Canadian Interim DIP Recognition Order by the Canadian Final DIP Recognition Order), neither the Canadian Interim DIP Recognition Order, nor the making of the Loans or the performance by the Loan Parties of any of the Obligations shall be the subject of a presently effective stay.

3.3 Maturity. This Agreement shall continue in full force and effect for a term ending on the Maturity Date (unless terminated earlier in accordance with the terms hereof).

3.4 Effect of Maturity. On the Maturity Date, all commitments of the Lender Group to provide additional credit hereunder shall automatically be terminated and all of the Obligations (excluding any unasserted contingent indemnification Obligations) immediately shall become due and payable without notice or demand and Borrowers shall be required to repay all of the Obligations in full. No termination of the obligations of the Lender Group or termination of the term of this Agreement as provided in Section 3.3 shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder (including under Section 10.3) or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect, in each case until all Obligations have been paid in full. When all of the Obligations have been paid in full, Agent will, at Borrowers' sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Agent's Liens and all notices of security interests and liens previously filed by Agent.

3.5 Early Termination by Borrowers. Borrowers have the option, at any time upon 10 Business Days prior written notice to Agent, to terminate this Agreement and terminate the Revolver Commitments hereunder by repaying to Agent all of the Obligations in full. The foregoing notwithstanding, (a) Borrowers may rescind termination notices relative to proposed payments in full of the Obligations with the proceeds of third party Indebtedness or proceeds of other events if the closing for such issuance or incurrence or such other event does not occur, and (b) Borrowers may extend the date of such requested termination at any time with the consent of Agent (which consent shall not be unreasonably withheld, conditioned, or delayed).

3.6 Conditions Subsequent. The obligation of the Lender Group (or any member thereof) to continue to make Revolving Loans (or otherwise extend credit hereunder) is subject to the fulfillment, on or before the date applicable thereto, of the conditions subsequent set forth on Schedule 3.6 (the failure by Borrowers to so perform or cause to be performed such conditions subsequent as and when required by the terms thereof (unless such date is extended, in writing, by

Agent, which Agent may do without obtaining the consent of the other members of the Lender Group), shall constitute an Event of Default).¹

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lender Group to enter into this Agreement, Parent and each Borrower make the following representations and warranties to the Lender Group, which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date), and such representations and warranties shall survive the execution and delivery of this Agreement:

4.1 Due Organization and Qualification; Subsidiaries.

(a) Subject to entry of the Financing Order and solely with respect to the Canadian Borrowers, the entry of the Canadian Interim DIP Recognition Order, each of Parent and its Subsidiaries (i) is duly organized, validly existing and in good standing (where applicable) under the laws of the jurisdiction of its organization, (ii) is qualified to do business and is in good standing (to the extent applicable) in every jurisdiction where the failure to be so qualified or in good standing would reasonably be expected to result in a Material Adverse Effect, (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and (iv) solely in the case of the Loan Parties, has all requisite power and authority to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.1(b) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement) is a complete and accurate description of the authorized Equity Interests of each Subsidiary of Parent, by class, and, as of the Closing Date, (i) the number of shares of each such class that are issued and outstanding and (ii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by Parent. All of the outstanding Equity Interests of each Subsidiary of Parent has been validly issued and is fully paid and non-assessable. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares

¹ NTD – Brackets removed for court filing. If nothing is post-closing, Schedule 3.6 to say "none".

of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests.

(c) [Intentionally Omitted].

(d) Except as set forth on Schedule 4.1(d) (as such Schedule may be updated from time to time to reflect changes resulting from transactions not prohibited under this Agreement) there are no subscriptions, options, warrants, or calls relating to any shares of any Borrower's or any of its Subsidiaries' Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument.

4.2 Due Authorization; No Conflict.

(a) Subject to entry of the Financing Order, as to each Loan Party and, solely with respect to the performance by the Canadian Loan Parties under the Loan Documents, subject to the entry of the Canadian Interim DIP Recognition Order, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) Subject to entry of the Financing Order, as to each Loan Party and solely with respect to the performance by the Canadian Loan Parties under the Loan Documents, subject to the entry of the Canadian Interim DIP Recognition Order, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate (x) any material provision of federal, provincial, territorial, state, or local law or regulation applicable to any Loan Party or its Subsidiaries, (y) the Governing Documents of any Loan Party or its Subsidiaries, or (z) any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under (x) any Material Contract of any Loan Party or its Subsidiaries, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party pursuant to any Material Contract, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any Material Contracts of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect.

4.3 Governmental Consents. Subject to the entry of the Financing Order and the DIP Recognition Order, the execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that: (a) on or prior to the Closing Date, have been obtained and are still in force and effect; or (b) if required after the Closing Date, will be obtained and kept in full force and effect as and when required pursuant to this Agreement and the other Loan Documents.

4.4 Binding Obligations; Perfected Liens.

(a) Subject to the entry of the Financing Order, each Loan Document has been duly executed and delivered by each Loan Party and, solely with respect to the performance by the Canadian Loan Parties under the Loan Documents, subject to the entry of the Canadian Interim DIP Recognition Order, that is a party thereto and is the legally valid and binding obligation of such Loan Party.

(i) Subject to the approval of the Bankruptcy Court and, in respect of the Collateral of the Canadian Loan Parties, subject to the approval of the Canadian Court, and pursuant to the Financing Order and the DIP Recognition Order, Agent's Liens are validly created and the Lien created by the Loan Documents shall constitute a perfected Lien on, and security interest in, all right, title and interest of the grantors thereunder in the Collateral, in each case subject to no Liens other than Permitted Liens and the Carveout.

(ii) The entry of the Financing Order and the issuance of the DIP Recognition Order is effective to create in favor of Agent, for the benefit of the Lenders, as security for the Obligations, (i) a valid first priority (other than with respect to the Permitted Priority Liens and the Carveout) Lien on all of the Collateral pursuant to Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code and the applicable provisions of the CCAA, and (ii) an allowed administrative expense in each of the Bankruptcy Cases and the Recognition Proceedings having priority under Section 364(c)(1) of the Bankruptcy Code or under the CCAA over all other administrative expenses (including, without limitation, such expenses specified in Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code and the applicable sections of the CCAA), subject only to the Permitted Priority Liens and the Carveout (the "Superpriority Claims").

(b) Except for the Financing Order and the DIP Recognition Order, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for either (x) the pledge or grant by Parent or any of its Subsidiaries of the Liens purported to be created in favor of Agent pursuant to this Agreement or any of the other Loan Documents or (y) the exercise by Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created pursuant to this Agreement, any of the other Loan Documents or created or provided for by applicable law), except as may be required in connection with the disposition of any pledged Collateral by laws generally affecting the offering and sale of securities.

4.5 Title to Assets; No Encumbrances. Each Loan Party and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property) all of their material assets reflected in their most recent financial statements delivered pursuant to Section 5.1, in each case except for (i) minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted, does not materially interfere with its ability to utilize such properties and assets for their intended purposes, and does not materially interfere with the Agent's ability to exercise rights or remedies, and (ii) assets disposed of since the date of such financial statements

to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

4.6 Litigation. Other than the filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and any litigation resulting therefrom, there are no actions, suits, or proceedings pending or, to the actual knowledge of any Borrower threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect.

4.7 Compliance with Laws. Except as otherwise permitted by the Bankruptcy Code, the CCAA or pursuant to any order of the Bankruptcy Court or the Canadian Court, which order shall be in form and substance acceptable to the Agent, neither Parent nor any of its Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws), or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, provincial, municipal or other governmental department, commission, board, bureau, tribunal, agency or instrumentality, domestic or foreign.

4.8 No Material Adverse Effect.

(a) All historical financial statements that have been delivered by Borrowers to Agent have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, such Person(s) and its Subsidiaries' consolidated financial condition as of the date thereof and results of operations for the period then ended.

(b) Except the filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and any litigation resulting therefrom, since the Closing Date, no Material Adverse Effect has occurred. Since the Closing Date, no event, circumstance, or change has occurred that has or would reasonably be expected to result in a Material Adverse Effect with respect to the Loan Parties and their Subsidiaries.

4.9 No Fraudulent Conveyance. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

4.10 ERISA; Canadian Plans.

(a) No ERISA Event or Canadian Pension Event has occurred or is reasonably expected to occur that could reasonably be expected to result in a Material Adverse Effect. Each Employee Benefit Plan is in compliance in form and operation with its terms and with the applicable provisions of ERISA, the IRC and other applicable law, except for such non-compliance that would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, each Employee Benefit Plan (and each related trust, if any) which is intended to be qualified under Section 401(a) of the IRC has received a favorable determination letter from the Internal Revenue Service or is in the form of a prototype or pre-approved document that is the subject of a favorable opinion or advisory letter.

(b) There exists no Unfunded Pension Liability with respect to any Employee Benefit Plan.

(c) If each Borrower and each of its Subsidiaries and each ERISA Affiliate were to withdraw from all Multiemployer Plans in a complete withdrawal as of the date this assurance is given, the aggregate withdrawal liability that would be incurred would not reasonably be expected to have a Material Adverse Effect.

(d) The Canadian Loan Parties are in compliance with pension standards legislation and other federal or provincial laws with respect to each (i) Canadian Plan, and (ii) Canadian Defined Benefit Plan. No fact or situation that may reasonably be expected to result in a Material Adverse Effect exists in connection with any Canadian Plan or Canadian Defined Benefit Plan. No lien has arisen, choate or inchoate, in respect of any Canadian Borrower, Canadian Guarantor or their Subsidiaries or their property in connection with any Canadian Plan (save for contribution amounts not yet due).

4.11 Environmental Condition. Except as set forth on Schedule 4.11, or except for any matters that would not reasonably be expected to result in a Material Adverse Effect: (a) no Release of Hazardous Materials has occurred on any property currently, or to any Borrower's knowledge, previously owned by a Borrower or any of its Subsidiaries, or by a Borrower or any of its Subsidiaries at any other location (b) no Borrower's nor any of its Subsidiaries' properties or assets has ever been designated or identified in any manner pursuant to any environmental protection statute as a Hazardous Materials disposal site, (c) no Borrower nor any of its Subsidiaries has received written notice that a Lien (other than a Permitted Lien) arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Borrower or its Subsidiaries, (d) no Borrower nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written claim, notice of violation, order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability, (e) Borrowers and their respective Subsidiaries are in compliance with Environmental Laws and (f) no Borrower nor any of its Subsidiaries are conducting any Remedial Action at any property.

4.12 Complete Disclosure. All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) furnished by, or to any Loan Party's knowledge on behalf of, a Borrower or its Subsidiaries in writing to Agent or any Lender (including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, is true and accurate in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. The Projections represent, Administrative Borrower's good faith estimate, on the date such Projections are delivered, of the Administrative Borrower's and its Subsidiaries' future performance for the periods covered thereby based upon assumptions believed by Administrative Borrower to be reasonable at the time of the delivery thereof to Agent (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Administrative Borrower and its Subsidiaries, and no assurances can be given that such

Projections will be realized, and although reflecting Administrative Borrower's good faith estimate, projections or forecasts based on methods and assumptions which Administrative Borrower believed to be reasonable at the time such Projections were prepared, are not to be viewed as facts, and that actual results during the period or periods covered by the Projections may differ materially from projected or estimated results). The Initial Approved Budget and each Weekly Cash Flow Forecast delivered thereafter are prepared in good faith based upon estimates and assumptions believed by management of the Borrowers to be reasonable and fair in light of current conditions and facts known to the Borrowers at the time delivered (it being understood that such Approved Budget and the Weekly Cash Flow Forecasts and the assumptions on which they were based, may or may not prove to be correct).

4.13 [Intentionally Omitted].

4.14 Intellectual Property. Each of the Borrowers and their Subsidiaries owns or has the right to use all the patents, trademarks, domain names, service marks, trade names, industrial designs, copyrights, inventions, trade secrets, formulas, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases) (collectively, "Intellectual Property"), necessary for the present conduct of its business, without any known conflict with the Intellectual Property rights of others.

4.15 Payment of Taxes. Except as otherwise permitted under Section 5.5, all federal, state, provincial, territorial, and local Tax returns and other material Tax returns and reports of Parent and each of its Subsidiaries required to be filed by any of them have been timely and correctly filed, and except to the extent subject to the automatic stay in connection with the Bankruptcy Cases and the Recognition Proceedings, all Taxes due and payable and all other taxes, assessments, fees and other governmental charges upon Parent and its Subsidiaries and upon their respective properties, assets, income, businesses and franchises that are due and payable have been paid when due and payable. Parent and its Subsidiaries have made adequate provision in accordance with GAAP for all taxes not yet due and payable and required to be paid pursuant to Section 5.5.

4.16 Margin Stock. No Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

4.17 Investment Company Act. No Loan Party nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940.

4.18 Compliance with Patriot Act; Anti-Corruption Laws; OFAC; Sanctions.

(a) To the extent applicable, each Loan Party is in compliance, in all material respects, with the (i) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as

amended) and any other enabling legislation or executive order relating thereto, and (ii) the Patriot Act.

(b) No Loan Party or any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (i) is a Sanctioned Person or a Sanctioned Entity, (ii) has any assets located in Sanctioned Entities, or (iii) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Specified Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including any Lender, Bank Product Provider, or other individual or entity participating in any transaction).

4.19 Employee and Labor Matters. Except to the extent the same has not had and would not reasonably be expected to have a Material Adverse Effect, there is (a) no unfair labor practice complaint pending or, to the knowledge of any Borrower, threatened against the Borrowers or their Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against the Borrowers or their Subsidiaries which arises out of or under any collective bargaining agreement, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against the Borrowers or their Subsidiaries, (c) to the knowledge of any Borrower, after due inquiry, no union representation question existing with respect to the employees of a Borrower or its Subsidiaries and no union organizing activity taking place with respect to any of the employees of the Borrowers or their Subsidiaries and (d) the hours worked and payments made to employees of the Borrowers and each of their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements. All material payments due from a Borrower or its Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Borrower or such Subsidiary, as applicable, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4.20 Parent as a Holding Company. Except as permitted by Section 6.11, Parent is a holding company and does not have any material liabilities, own any material assets, or engage in any operations or business.

4.21 Intentionally Omitted.

4.22 Intentionally Omitted.

4.23 Intentionally Omitted.

4.24 Location of Spare Parts. The Spare Parts of Borrowers and their Subsidiaries are located only at the locations identified on Schedule 4.24 (as such Schedule may be updated pursuant to Section 5.15).

4.25 Spare Parts Records. Each Borrower keeps correct and accurate records itemizing and describing the type and quantity of its and its Subsidiaries' Spare Parts and the book value thereof.

4.26 Intentionally Omitted.

4.27 Location of Fleet Assets. The Fleet Assets of Borrowers and their Subsidiaries are located only at the locations identified on Schedule 4.24 (as such Schedule may be updated pursuant to Section 5.15).

4.28 Fleet Asset Records. Each Borrower keeps correct and accurate records itemizing and describing the type and quantity of its and its Subsidiaries' Fleet Assets and the net book value thereof.

4.29 Credit Card Arrangements. Attached hereto as Schedule 4.29 is a list describing all Credit Card Agreements as of the Closing Date to which any Borrower is a party with respect to the processing and/or payment to such Borrower of the proceeds of any credit card charges and debit card charges for sales made, or services rendered, by such Borrower. All Credit Card Agreements and all other records, papers and documents relating to Credit Card Accounts are in all material respects in compliance and conform with all applicable laws.

4.30 [Intentionally Omitted].

4.31 Hedge Agreements. On each date that any Hedge Agreement is executed by any Hedge Provider, each Borrower and each other Loan Party satisfy all eligibility, suitability and other requirements under the Commodity Exchange Act (7 U.S.C. § 1, et seq., as in effect from time to time) and the Commodity Futures Trading Commission regulations.

4.32 Bankruptcy Cases and Recognition Proceedings. The Bankruptcy Cases were commenced on the Filing Date in accordance with applicable law, and the Recognition Proceedings will be commenced as soon as practicable and in any event within 3 Business Days following entry of the Interim Financing Order, or as soon as possible thereafter in the circumstances, and proper notice has been or will be given of (i) the motion seeking approval of the Loan Documents, the Interim Financing Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order, the Final Financing Order and the Canadian Final DIP Recognition Order, (ii) the hearing for the entry of the Interim Financing Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order, as applicable and (iii) the hearing for the entry of the Final Financing Order and the Canadian Final DIP Recognition Order, as applicable.

4.33 Financing Order and DIP Recognition Order. The Loan Parties are in compliance with the terms and conditions of the Financing Order and, following issuance thereof, the applicable DIP Recognition Order. Each of the Interim Financing Order (with respect to the period prior to the entry of the Final Financing Order) or the Final Financing Order (from after the date

the Final Financing Order is entered) and following entry thereof, the applicable DIP Recognition Order as in effect at such time, is in full force and effect and has not been vacated, reversed or rescinded, amended or modified (except as otherwise consented to by Agent in its sole discretion) and no appeal of such order has been timely filed or, if timely filed, a stay pending such appeal is currently effective. Each of the Financing Order and the applicable DIP Recognition Order (from and after the date of the applicable DIP Recognition Order) is in full force and effect, is not subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order and has not been reversed, modified, amended, stayed or vacated except with Agent's written consent.

4.34 Existing Secured Obligations. As of the Closing Date, the Loan Parties acknowledge and agree that the Existing Secured Obligations are not less than \$182,269,070.45.

4.35 Insurance. All property of each Loan Party and its Subsidiaries are insured to the extent required by this Agreement. Schedule 4.35 sets forth a description of such insurance as of the Closing Date.

5. AFFIRMATIVE COVENANTS.

Parent and each Borrower covenant and agree that, until termination of all of the Revolver Commitments and payment in full of the Obligations:

5.1 Financial Statements, Reports, Certificates. Administrative Borrower (a) will deliver to Agent and each Lender, each of the financial statements, reports, and other items set forth on Schedule 5.1 no later than the times specified therein, (b) agrees that no Subsidiary of a Loan Party will have a fiscal year different from that of Parent and Administrative Borrower, (c) agrees to maintain a system of accounting that enables Administrative Borrower and each of its Subsidiaries to produce financial statements in accordance with GAAP, and (d) agrees that it will, and will cause each other Loan Party to, (i) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to its and its Subsidiaries' sales and (ii) maintain its billing systems and practices substantially as in effect as of the Closing Date and shall only make material modifications thereto with notice to, and with the consent of, Agent.

5.2 Reporting.

(a) Borrowers will (a) deliver to Agent and each Lender each of the reports set forth on Schedule 5.2 at the times specified therein and (b) agree to cooperate fully with Agent to facilitate and implement a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth on such Schedule.

(b) Borrowers shall (x) deliver to Agent and Lenders on a weekly basis, no later than 8:00 p.m. Eastern time on Thursday of each week, a proposed updated cash flow forecast for the Loan Parties for the 13-week period following the date of delivery, which shall be in substantially the same form and detail of the Initial Approved Budget (the "Weekly Cash Flow Forecast"), and accompanied by a certificate signed by a Financial Officer or other senior officer of the Loan Parties to the effect that such budget has been prepared in good faith based upon assumptions which the Loan Parties believe to be reasonable in light of the conditions existing at the time of delivery; provided that the proposed updated budget shall only become the "Approved Budget" as defined herein and under the Financing Order until 24 hours after the approval thereof

by the Agent, and (ii) a Variance Report, in form and substance satisfactory to Agent, and (y) deliver to Agent and Lenders, on at least a bi-monthly (i.e., once prior to the 15th of each month and once on or after the 15th of each month) basis, a written narrative report of the key performance metrics monitored by management of the Loan Parties regarding the business of the Borrowers and their Subsidiaries, in each case in a form reasonably acceptable to the Agent.

(c) In addition to the foregoing, upon the request of Agent, but in all events not less than once per week, Borrowers will participate in meetings or conference calls with Agent and Lenders and their representatives, consultants (including, without limitation, any Agent Consultant), and agents, at such dates and times to be provided by Agent upon reasonable notice, and will cause available senior members of management, the Chief Restructuring Officer, and any investment bankers (including the Investment Banker) and other advisors of Parent and its Subsidiaries, as applicable or as requested by Agent or such Lenders, and solely to the extent reasonably requested by Agent, one or more members of the board of directors of Parent and its Subsidiaries, to participate in such calls for the purpose of discussing the status of the financial, collateral, and operational condition, businesses, liabilities, assets, and prospects of the Borrower and their Subsidiaries and any sale, refinance or other strategic transaction efforts. Upon Agent's reasonable request, and subject to any confidentiality restrictions, the Parent and its Subsidiaries shall promptly provide copies of all non-privileged written materials provided to, or produced by, Parent and its Subsidiaries in connection with any sale, refinance, or other strategic transaction efforts (including, without limitation, any indications of interest, letters of intent, confidentiality agreements, draft purchase documents, and commitment letters) and reports relating to the financial, collateral, or operational performance of the Parent and its Subsidiaries or any other non-privileged written material as Agent and the Lenders may request from time to time. Without limiting the foregoing, each Borrower agrees to notify Agent promptly upon such Borrower becoming aware of any material change or development relating to any sale or refinance efforts or to the financial, collateral, or operational condition, businesses, assets, liabilities, or prospects of such Borrower, any of its Affiliates, or any of their respective Subsidiaries.

5.3 Existence.

(a) Except as otherwise permitted under Section 6.3 or 6.4, each Loan Party will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization and good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

(b) Parent will, and will cause each of its Subsidiaries to, (i) take all reasonable actions to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of the business of the Parent and its Subsidiaries, taken as a whole, including all licenses, patents, copyrights, design rights, tradenames, trade secrets and trademarks and take all actions necessary to enforce and protect the validity of any intellectual property right or other right included in the Collateral to the extent that failure to comply therewith, in the aggregate, would reasonably be expected to be adverse to the Lenders or any Loan Party in any material respect; (ii) maintain a cash management system substantially as in effect on the Filing Date, and (iii) in accordance with the Bankruptcy Code and subject to any required approval by any applicable order

of the Bankruptcy Court, comply with all post-petition Contractual Obligations and Contractual Obligations entered into prior to the Filing Date and assumed except to the extent that failure to comply therewith, in the aggregate, would not reasonably be expected to be adverse to the Lenders or any Loan Party in any material respect.

5.4 Use of Proceeds. Each Loan Party will not, and will not permit any of its Subsidiaries to, use the proceeds of any Loan made hereunder for any purpose other than (a) in accordance with and subject to the Approved Budget and the Financing Order, to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, the commencement of the Bankruptcy Cases and the Recognition Proceedings and the transactions contemplated hereby and thereby, as and when such expenses are due and payable, (b) in accordance with and subject to the Approved Budget to the extent not otherwise prohibited by the Loan Documents or the Final Financing Order, to fund working capital needs and general corporate purposes of Borrowers, at such times and in such amounts as are in compliance with Section 7, and (c) to provide cash "adequate protection" (as set forth in Section 361 of the Bankruptcy Code and the relevant sections of other applicable Insolvency Laws) in favor of the Existing Agent and the Existing Lenders; provided that (w) no part of the proceeds of the Loans will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors, (x) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person, (y) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws and (z) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party. Notwithstanding the foregoing, no portion of the proceeds of the Loan made hereunder may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Existing Agent, Existing Lenders, Agent or Lenders, except for up to \$50,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

5.5 Taxes. Each Loan Party will, and will cause each of its Subsidiaries to, pay in full before delinquency or before the expiration of any extension period (including any extension by virtue of the Bankruptcy Cases and Recognition Proceedings) all taxes with respect to periods after the Filing Date whether real, personal or otherwise, due and payable by, or imposed, levied, or assessed against it, or any of its assets or in respect of any of its income, businesses, or franchises, except to the extent that the validity of such governmental assessment or tax is the subject of a Permitted Protest.

5.6 Insurance.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, at Borrowers' expense, maintain or cause to be maintained insurance respecting each Loan Party's and such Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily are insured against by other Persons engaged in same or similar businesses and similarly situated and located (including flood insurance covering any Real Property Collateral located in a flood zone). All such policies of insurance shall be with financially sound and reputable (to the extent not maintained with an Insurance Subsidiary) insurance companies acceptable to Agent in its Permitted Discretion (it being agreed that, as of the Closing Date, the insurance companies used by Borrowers on the Closing Date are acceptable to Agent) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope reasonably satisfactory to Agent in its Permitted Discretion (it being agreed that the amount, adequacy, and scope of the policies of insurance of Borrowers in effect as of the Closing Date are acceptable to Agent). All property insurance policies covering the Collateral are to be made payable to Agent for the benefit of Agent and the Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the loss payable (but only in respect of Collateral) and additional insured endorsements in favor of Agent and, to the extent the applicable insurance policy provider provides in its policies and procedures, shall provide for not less than thirty days (ten days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If Parent or its Subsidiaries fails to maintain such insurance, Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Borrowers shall give Agent prompt notice of any loss exceeding \$200,000 with respect to (x) any Casualty Event involving Collateral or (y) any business interruption insurance claims that have been submitted to the insurer. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right (except as may otherwise be agreed to by Agent in a writing signed by Agent in its sole discretion) to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(b) If at any time any Real Property Collateral is a Flood Hazard Property, the relevant Borrower or the relevant Loan Party, as applicable, shall keep and maintain at all times flood insurance on terms and in an amount sufficient to comply with the rules and regulations promulgated under the Flood Program and otherwise acceptable to Agent in its Permitted Discretion. In the case of a parcel of Real Property Collateral that is a Flood Hazard Property acquired after the Closing Date, any evidence of the flood insurance required to be maintained under this Section 5.6(b) in respect of such Flood Hazard Property shall be delivered to Agent in accordance with the timeframes provided in Sections 5.12 and 5.13.

5.7 Inspection.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP shall be made of all dealings and transactions in relation to its business and activities. Each Loan Party will, and will cause each of its Subsidiaries to, permit Agent, any Lender, and each of their respective duly authorized representatives or agents to visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (provided, that an authorized representative of a Borrower shall be allowed to be present) at such reasonable times and intervals as Agent or any Lender, as applicable, may designate and, so long as no Event of Default has occurred and is continuing, with reasonable prior notice to Borrowers and during regular business hours. Each Borrower will, and will cause each of its Subsidiaries to, permit Agent (who may be accompanied by any Lender) and each of its duly authorized representatives or agents to conduct (i) field examinations of the Accounts and Spare Parts, and (ii) appraisals of Fleet Assets and Real Property, in the case of each of clauses (i) and (ii), at such reasonable times and intervals as Agent may designate. So long as no Event of Default has occurred and is continuing, Agent agrees to provide Borrowers with a copy of the report for any such appraisal upon request by Borrowers so long as (A) such report exists, (B) the third person employed by Agent to perform such appraisal consents to such disclosure, and (C) Borrowers execute and deliver to Agent a non-reliance letter reasonably satisfactory to Agent. Neither Agent nor any Lender shall have any duty to any Borrower to share any results of any inspection or field exam with any Borrower. Each Borrower acknowledges that all inspections, appraisals and reports are for the benefit of Agent and Lenders, and no Borrower shall be entitled to rely upon any inspection, appraisal or other report shared with it.

(b) Borrowers agree to cooperate fully in connection with any field exams, audits, appraisals, or valuations that Agent may conduct or cause to be conducted at any time, including, without limitation, those performed by any Agent Consultant, and will provide any Agent Consultant with access at all times to all documentation, places of business, officers, the Chief Restructuring Officer, any Investment Banker, consultants, and employees of Borrowers and Borrowers' other advisors. Borrowers will promptly provide to any Agent Consultant such financial information concerning the Borrowers' financial, collateral, and operational condition, businesses, assets, liabilities, and prospects as Agent Consultant may request from time to time. Borrowers will reimburse Agent in cash, upon demand, for any and all fees, costs, expenses, and other charges incurred by Agent relating to the engagement of any Agent Consultant from time to time (in each case, whether or not included in the Approved Budget).

5.8 Compliance with Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority.

5.9 Environmental. Each Loan Party will, and will cause each of its Subsidiaries to,

(a) keep any property either owned or operated by a Borrower or its Subsidiaries free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) comply, in all material respects, with Environmental Laws and provide to Agent copies of any material and relevant documentation of such compliance which Agent reasonably requests,

(c) promptly (i) upon obtaining knowledge thereof, notify Agent of any Release of Hazardous Materials in any reportable quantity from or onto property owned or operated by a Borrower or its Subsidiaries and which require any Remedial Actions and (ii) perform such Remedial Actions pursuant to Environmental Laws required by any Governmental Authority to abate said Release or otherwise to come into compliance, in all material respects, with applicable Environmental Law, and

(d) promptly, but in any event within five Business Days after obtaining receipt thereof, provide Agent with written notice: (i) that an Environmental Lien has been filed against any of the real or personal property of a Borrower or its Subsidiaries, (ii) of commencement of any Environmental Action or written notice that an Environmental Action will be filed against a Borrower or its Subsidiaries, and (iii) of violation, citation, or other administrative order from a Governmental Authority relating to Environmental Laws or Hazardous Materials that is material and relates to any Real Property.

5.10 ERISA; Canadian Plans. Each Borrower will, promptly and in no event later than five (5) Business Days (or such longer period as permitted by Agent in writing in its sole discretion) after obtaining knowledge thereof, provide Agent with written notice of (a) the occurrence of or forthcoming occurrence of any ERISA Event or Canadian Pension Event (which is reasonably expected to result in liability to the Loan Parties in excess of \$100,000), which specifies the nature thereof, what action such Borrower or any of its ERISA Affiliates has taken, is taking or proposes to take with respect thereto and, when known, any action taken or threatened by the IRS, the Department of Labor or the PBGC with respect thereto, (b) any Borrower or any of their ERISA Affiliates adopting, or commencing contributions to, any Employee Benefit Plan or Multiemployer Plan, (c) any default in, or breach of, a Canadian Defined Benefit Plan or any action or inaction of a plan sponsor or administrator that could lead to a Canadian Pension Event, (d) receipt of any notice from, or any action of, FSCO, OSFI, or other Governmental Authority that that could lead to a Canadian Pension Event; (e) copies of all actuarial valuations conducted for all Canadian Defined Benefit Plans; and (f) the existence of any unfunded current liability in any Canadian Defined Benefit Plans.

5.11 Disclosure Updates. Each Loan Party will, promptly and in no event later than 5 Business Days (or such longer period as permitted by Agent in writing in its sole discretion) after obtaining knowledge thereof, notify Agent if any written information, exhibit, or report furnished to Agent or the Lenders contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein (taken as a whole) not misleading in light of the circumstances in which made. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto.

5.12 [Intentionally Omitted].

5.13 Further Assurances.

(a) Each Loan Party will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of Agent, execute or deliver to Agent any and all financing statements, recordings, fixture filings, security agreements, pledges, assignments, mortgages, charges, deeds of trust, deeds to secure debt, opinions of counsel, and all other documents (collectively, the "Additional Documents") that Agent may reasonably request in form and substance reasonably satisfactory to Agent, to create, perfect, and continue perfected or to better perfect Agent's Liens in all of the assets of the Loan Parties whether now owned or hereafter arising or acquired, tangible or intangible, real or personal, and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents. To the maximum extent permitted by applicable law, if any Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time not to exceed 5 Business Days following the request to do so, each Borrower and each other Loan Party hereby authorizes Agent to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of the Loan Parties, including all of the outstanding capital Equity Interests of each Borrower and its Subsidiaries subject to exceptions and limitations contained in the Loan Documents.

(b) Prior to the date of delivery of any Mortgage pursuant to this Section 5.13, (i) Agent shall have obtained a Flood Certificate with respect to each parcel of Real Property covered by such Mortgage, and (ii) in the event any portion of Real Property includes a structure with at least two walls and a roof (a "Building") and, as shown in the related Flood Certificate, such Building is located in a Flood Zone (a "Flood Hazard Property"), then (A) Agent shall deliver to the relevant Borrower or the relevant Loan Party a notice about special flood hazard area status and flood disaster assistance (a "Flood Hazard Notice"), and (B) the relevant Borrower or the relevant Loan Party, as applicable, shall deliver to Agent (1) a duly executed Flood Hazard Notice, and (2) evidence of flood insurance required by Section 5.6(b) and FEMA form acknowledgements of insurance. The required delivery date for any Mortgage shall be extended until the date on which Agent shall have satisfied its obligations under this Section 5.13 and has completed its internal regulatory compliance review for the Flood Disaster Protection Act.

(c) Notwithstanding anything to the contrary contained herein (including this Section 5.13) or in any other Loan Document, Agent shall not accept delivery of any Mortgage from any Loan Party unless each of the Lenders has received 45 days prior written notice thereof and Agent has received confirmation from each Lender that such Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Laws or as otherwise satisfactory to such Lender.

5.14 [Reserved].

5.15 Location of Chief Executive Offices. Parent shall and shall cause each of its Subsidiaries which are Loan Parties to keep their chief executive offices and, in the case of

Canadian Loan Parties, registered offices and chief executive offices only at the locations identified on Schedule 7 to the Guaranty and Security Agreement (or in the case of a Canadian Loan Party, Schedule 2 to the Canadian Guarantee and Security Agreement).

5.16 Control Agreements; Treasury Management. (i) Each Loan Party shall cause each bank or other depository institution at which any Deposit Account other than any Excluded Account is maintained, to enter into a Control Agreement that provides for such bank or other depository institution to transfer to the Dominion Account, on a daily basis, all balances in each Deposit Account other than any Excluded Account maintained by any Loan Party with such depository institution for application to the Obligations then outstanding, (ii) each Loan Party irrevocably appoints Agent as such Loan Party's attorney-in-fact to collect such balances to the extent any such delivery is not so made and (iii) each Loan Party shall instruct each of its Account Debtors to make all payments with respect to the Accounts of such Loan Party into Deposit Accounts maintained in compliance with this Section 5.16, unless any such Account Debtor is already making such payments to a Deposit Account subject to Control Agreements. Agent and the Lenders assume no responsibility to the Borrowers for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any check, draft or other item of payment payable to a Borrower (including those constituting proceeds of Collateral) accepted by any bank. Loan Parties shall maintain their primary depository and treasury management relationships with Wells Fargo or one or more of its Affiliates or such other depository institutions that are acceptable to Agent, during the term of this Agreement.

5.17 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall, and shall cause each of their respective Subsidiaries to, implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, and agents (and, to the extent not implemented and maintained by Sponsor or any Specified Affiliate, or any Specified Affiliate) with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

5.18 Maintenance of Records for Credit Card Accounts. Each Borrower shall keep and maintain at its own cost and expense complete records of each Credit Card Account, in a manner consistent with prudent business practice, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Borrower shall, at such Borrower's sole cost and expense, upon Agent's request, deliver all tangible evidence of all Credit Card Accounts, including, without limitation, all documents evidencing such Credit Card Accounts and any books and records relating thereto to Agent or to its representatives (copies of which evidence and books and records may be retained by such Borrower).

5.19 Environmental Assessments for Real Property. Each of the Loan Parties shall, and shall cause each of their respective Subsidiaries to, provide environmental assessments, audits and tests in accordance with the most current version of the ASTM or U.S. Environmental Protection Agency "All Appropriate Inquiry" standards upon request by Agent or the Required Lenders during the continuation of an Event of Default in connection with the exercise of remedies under any Loan Document.

5.20 Bankruptcy Transaction Milestones. Parent will, and will cause each of its Subsidiaries to, cause the performance and delivery of the items set forth on Schedule 5.20 on or before the dates specified therein with respect to such items (the "Milestones").

5.21 Bankruptcy Covenants. Notwithstanding anything in the Loan Documents to the contrary, the Loan Parties shall comply with all material covenants, terms and conditions and otherwise perform all obligations set forth in the Financing Order and the applicable DIP Recognition Order.

5.22 Investment Banker.

(a) Borrowers shall continue to engage an investment banker (the "Investment Banker") pursuant to a Qualified Investment Banker Engagement to market in good faith one or more sales of assets and operations of the Loan Parties under Section 363 of the Bankruptcy Code and cause the Investment Banker to promptly provide Agent and Lenders, and their respective agents, advisors, and consultants, with such information, drafts, and reports (including, without limitation, relating to any potential strategic alternatives or transactions), and, upon reasonable prior notice to the Borrowers and the Investment Banker, to make the Investment Banker available for discussions with Agent and Lenders, and their respective agents, advisors, and consultants, during normal business hours regarding the process for which the Investment Banker was engaged, all as Agent and Lenders may reasonably request from time to time. Borrowers may participate in such discussions at the times reasonably designated by Agent and Lenders pursuant to the immediately preceding sentence, provided, that any Borrower's failure to elect to do so will not prevent Agent or any Lender (or their respective agents, advisors, or consultants) from proceeding with such discussions. Borrowers shall ensure, as a component of any Qualified Investment Banker Engagement, that the applicable Investment Banker will maintain an appropriate data room to which Agent and any consultant, financial advisor or counsel engaged by Agent or its counsel at any time will have unlimited access and review rights at all times. In addition to the foregoing, Agent, each Lender, and any consultant, financial advisor, or counsel engaged by Agent or any Lender, or their counsel, at any and all times, will have unlimited access and review rights with respect to any data room (and the information contained therein) maintained by any Investment Banker or Borrowers with respect to any actual or contemplated sale of any of the equity interests or assets of any Borrower, any refinancing relating to the Obligations, or any other process for which the Investment Banker was engaged.

(b) Except as otherwise agreed to in writing by Agent, all fees, costs and expenses of the Investment Banker shall be solely the responsibility of Borrowers, and in no event will Agent or any Lender have any liability or responsibility of any kind with respect to the Investment Banker (including, without limitation, as to the payment of any of the Investment Banker's fees, costs or expenses), and Agent and Lenders will not have any obligation or liability of any kind or nature to Borrowers, the Investment Banker or any other Person by reason of any acts or omissions of the Investment Banker.

(c) No Borrower shall amend or otherwise modify in any manner the terms of the Investment Banker's engagement with the Borrowers in each case without the prior written consent of the Agent. In the event that any Investment Banker resigns, is suspended, or has its services modified, or is terminated at any time prior to the consummation of the transaction

contemplated by the applicable Qualified Investment Banker Engagement, the Borrowers shall consummate a new Qualified Investment Banker Engagement within ten (10) Business Days after the date on which such Investment Banker resigns, is suspended, or has its services modified, or is terminated.

5.23 Chief Restructuring Officer. Borrowers will continue to engage a Chief Restructuring Officer on terms and conditions acceptable to Agent. Borrowers hereby do, and will continue to, authorize and instruct the Chief Restructuring Officer to (a) share with the Agent and Lenders, among other information, all budgets, records, projections, financial information, reports and other information relating to the Collateral, the financial condition, operations and prospects of Borrowers and their Affiliates, and the sale, marketing or reorganization process of the Borrowers' businesses and assets as requested from time to time and (b) make himself available to Agent and the Lenders as requested by Agent and the Lenders from time to time. Borrowers will at all times fully cooperate with the Chief Restructuring Officer and provide the Chief Restructuring Officer complete access to all of the Borrowers' books and records, all of Borrowers' premises and to Borrowers' management. All fees and expenses of the Chief Restructuring Officer shall be solely the responsibility of Borrowers and in no event shall Agent or any Lender have any obligation, liability or responsibility of any kind or nature whatsoever for the payment of any such fees, expenses or other obligations, nor shall Agent or any Lender have any obligation or liability to Borrowers, their Affiliates, or any other Person by reason of any acts or omissions whatsoever of the Chief Restructuring Officer at any time.

5.24 [Intentionally Omitted]

5.25 Bankruptcy Cases.

(a) Bankruptcy Cases Documents and Notices. Each Loan Party shall deliver or cause to be delivered for review and comment, as soon as commercially reasonable (and at least two (2) Business Days prior to filing), all material pleadings, motions and other documents (provided that any of the foregoing relating to the Existing Loan Documents, the Loan Documents, the Loans, any other post-petition financing, cash collateral use, asset sale, or plan of reorganization shall be deemed material) to be filed on behalf of the Loan Parties with the Bankruptcy Court or the Canadian Court to the Agent and its counsel. If not otherwise provided by the Bankruptcy Court's electronic docketing system, Borrowers shall provide (x) copies to the Agent of all pleadings, motions, applications, judicial information, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court and the Canadian Court, distributed by or on behalf of the Loan Parties to any Committee, filed with respect to the Bankruptcy Cases or the Recognition Proceedings or filed with respect to any Loan Document and (y) such other reports and information as the Agent may, from time to time, reasonably request. In connection with the Bankruptcy Cases and the Recognition Proceedings, the Loan Parties shall give the proper notice for (x) the motions seeking approval of the Loan Documents, the Financing Order and the DIP Recognition Orders and (y) the hearings for the approval of the Financing Order and the DIP Recognition Orders. The Borrower and the other Loan Parties shall give, on a timely basis as specified in the Financing Order and, if applicable, the applicable DIP Recognition Order, all notices required to be given to all parties specified in the Financing Order. The Borrowers and the other Loan Parties shall use reasonable best efforts to obtain the Final Financing Order and the Canadian Final DIP Recognition Order.

(b) Restructuring Proposals. Each Loan Party shall promptly deliver or cause to be delivered to the Agent and the Lenders copies of any term sheets, proposals, or presentations from any party, related to (i) the restructuring of the Loan Parties, or (ii) the sale of assets of one or all of the Loan Parties.

(c) Repayment of Indebtedness. Except to the extent permitted hereunder, under the Financing Order, DIP Recognition Order or under the Approved Budget, no Loan Party shall, without the express prior written consent of the Agent or pursuant to an order of the Bankruptcy Court or the Canadian Court after notice and a hearing, make any Pre-Petition Payment.

5.26 Budget Matters. Borrowers hereby acknowledge and agree that any Weekly Cash Flow Forecast provided to the Agent and the Lenders shall not amend or supplement the applicable Approved Budget until the Agent delivers a notice (which may be delivered by electronic mail) to the Borrowers stating that the Agent has approved of such Weekly Cash Flow Forecast (such approval not to be unreasonably withheld or delayed); provided, that if the Agent does not deliver a notice of approval to Borrowers, then the existing Approved Budget shall continue to constitute the applicable Approved Budget until such time as the subject Weekly Cash Flow Forecast is agreed to among Borrowers and the Agent in accordance with this Section 5.26. Once such Weekly Cash Flow Forecast is so approved in writing by the Agent, effective 24 hours after such approval, it shall supplement or replace the prior Approved Budget, and shall thereafter constitute the Approved Budget.

6. NEGATIVE COVENANTS.

Parent and each Borrower covenant and agree that, until termination of all of the Revolver Commitments and payment in full of the Obligations:

6.1 Indebtedness. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

6.2 Liens. No Loan Party shall, nor shall it permit any of its Subsidiaries to, create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) of the Parent or any of its Subsidiaries, whether now owned or hereafter acquired or licensed, or any income, profits or royalties therefrom, except for Permitted Liens.

6.3 Restrictions on Fundamental Changes. No Loan Party shall, nor shall it permit any of its Subsidiaries to,

(a) enter into any merger, amalgamation, statutory division, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests;

(b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution);

(c) suspend or cease operating a material portion of its or their business, other than the Non-Core Business; or

(d) form any new Subsidiary without Agent's prior written consent; provided, that, to the extent the Agent consents to the formation of any new Subsidiary, such new Subsidiary shall guaranty all of the Obligations and any Existing Secured Obligations and grant Liens on all of its assets to secure the Obligations and any Existing Secured Obligations pursuant to documentation in form and substance acceptable to Agent.

6.4 Disposal of Assets. Other than Permitted Dispositions, no Loan Party shall, nor shall it permit any of its Subsidiaries to, convey, sell, lease, license, assign, transfer, or otherwise dispose of (including by sale and leaseback) any of its or their assets (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of any of its or their assets (unless a condition to the consummation of such agreement is that all Obligations are paid in full and all Revolver Commitments of the Lenders are terminated)) (including by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division").

6.5 Nature of Business. No Loan Party shall, nor shall it permit any of its Subsidiaries to, make any change in the nature of its or their business as described on Schedule 6.5 or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent any Borrower or any of their respective Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

6.6 Prepayments and Amendments. No Loan Party shall, nor shall it permit any of its Subsidiaries to,

(a) optionally prepay, redeem, defease, purchase, or otherwise optionally acquire any Indebtedness of any Loan Party or its Subsidiaries, other than:

(i) the Obligations in accordance with this Agreement, or

(ii) Permitted Intercompany Advances to the extent permitted under the Existing Intercompany Subordination Agreement,

(b) directly or indirectly, amend, modify, waive or change any of the terms or provisions of:

(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement, (B) Permitted Intercompany Advances, (C) Indebtedness permitted under clauses (c), (h), (j) and (k) of the definition of "Permitted Indebtedness", or (D) so long as (i) no Event of Default has occurred and is continuing or would result therefrom, and (ii) such amendment, modification, waiver or change would not require a payment that is prohibited by Section 6.6(a), any other agreement, instrument, document, or other writing evidencing or concerning Permitted Indebtedness so long as such amendment, modification, waiver or change would not either (x) cause such Indebtedness to cease to qualify as Permitted Indebtedness or (y) individually, or in

the aggregate, reasonably be expected to be materially adverse to the interests of the Agent or any of the Lenders under the Loan Documents,

(ii) the Governing Documents of any Borrower or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, would reasonably be expected to be materially adverse to the interests of the Lenders, or

(iii) any agreement, instrument, document, indenture, or other writing evidencing or concerning any Subordinated Indebtedness in violation of the subordination terms thereof.

6.7 Restricted Payments. Subject to Section 6.13, no Loan Party shall, nor shall it permit any of its Subsidiaries, through any manner or means or through any other Person to, directly or indirectly declare, make or pay any Restricted Payment; provided, that so long as it is permitted by law each Loan Party may and may permit any of its Subsidiaries to make (and such Subsidiaries may make):

(a) any Borrower may make Restricted Payments to another Borrower;

(b) any Guarantor may make Restricted Payments to another Guarantor (other than Parent) or to a Borrower;

(c) any Subsidiary that is not a Loan Party may make Restricted Payments to any Loan Party (other than Parent) or any other Subsidiary that is not a Loan Party; or

(d) any Loan Party may make Restricted Payments to any Parent Company for administrative expenses incurred in connection with the Bankruptcy Cases and Recognition Proceedings in an aggregate amount not to exceed \$100,000.

6.8 Accounting Methods. No Loan Party shall, nor shall it permit any of its Subsidiaries to, modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP) or enter into, modify, or terminate any agreement currently existing, or at any time hereafter entered into with any third party accounting firm or service bureau for the preparation or storage of Parent or its Subsidiaries' accounting records without said accounting firm or service bureau agreeing to provide Agent information regarding Parent's and its Subsidiaries' financial condition;

6.9 Investments. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, make, acquire or own any Investment in any Person, including any joint venture or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10 Transactions with Affiliates. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of Parent or any of its Subsidiaries except subject to Section 5.4, for:

(a) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between any Borrower or its Subsidiaries, on the one hand, and any Affiliate of Parent or its Subsidiaries, on the other hand, so long as such transactions (i) are fully disclosed to Agent prior to the consummation thereof, if they involve one or more payments by such Loan Party or its Subsidiaries in excess of \$100,000 for any single transaction or series of related transactions, and (ii) are no less favorable, taken as a whole, to such Borrower or its Subsidiaries, as applicable, than would be obtained in an arm's length transaction with a non-Affiliate (as determined in good faith by the board of directors (or comparable governing body) of such Borrower or such Subsidiary);

(b) so long as it has been approved by such Borrower's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, any indemnity provided for the benefit of directors (or comparable managers) of any Parent Company or its applicable Subsidiary in the ordinary course of business;

(c) so long as it has been approved by such Borrower's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, fees, severance, or employee benefit arrangements to employees, officers, and outside directors of any Loan Party or its Subsidiaries in the ordinary course of business and consistent with industry practice;

(d) transactions permitted by Section 5.4, 6.3 or 6.7 or clause (g) or (s) of the definition of "Permitted Investments";

(e) the payment of (i) reasonable out-of-pocket expenses of the Sponsor (including pursuant to any financial advisory, financing, underwriting, or placement agreement or in respect of other investment banking activities relative to the management, consulting, monitoring, or advising of the Loan Parties, including in connection with acquisitions or divestitures that are permitted by this Agreement) and (ii) payment of indemnities owed by Parent or any of its Subsidiaries to the Sponsor or any of its Affiliates;

(f) (i) transactions solely among the Loan Parties and (ii) transactions solely among Subsidiaries of Borrowers that are not Loan Parties;

(g) the payment and reimbursement of reasonable out-of-pocket costs and expenses for directors (or comparable managers) of any Loan Party or its Subsidiaries in the ordinary course of business;

(h) entering into insurance-related transactions with Insurance Subsidiaries;
and

(i) the Related Transactions or any amendments or modifications thereto permitted hereby, and any payments made pursuant thereto to the extent permitted hereunder and made in accordance with the Approved Budgets.

6.11 Parent as Holding Company. Parent will not engage in any business other than its ownership of the capital stock of, and the management of the Borrowers and, indirectly, their Subsidiaries and activities incidental thereto; provided that Parent may engage in those activities

that are incidental to (i) the maintenance of its existence in compliance with applicable law, (ii) legal, tax and accounting matters in connection with any of the foregoing or following activities, (iii) the entering into, and performing its obligations under, this Agreement and the other Loan Documents to which it is a party, (iv) the issuance, sale or repurchase of its Equity Interests and the receipt and making of capital contributions, (v) the making of Restricted Payments to the extent permitted under Section 6.7, (vi) the filing of registration statements, and compliance with applicable reporting and other obligations, under federal, state or other securities laws, (vii) the listing of its equity securities and compliance with applicable reporting and other obligations in connection therewith, (viii) the retention of (and the entry into, and exercise of rights and performance of obligations in respect of, contracts and agreements with) transfer agents, private placement agents, underwriters, counsel, accountants and other advisors and consultants, (ix) the performance of obligations under and compliance with its Governing Documents, or any applicable law, ordinance, regulation, rule, order, judgment, decree or permit, including as a result of or in connection with the activities of its Subsidiaries permitted under this Agreement, (x) the incurrence and payment of its operating and business expenses and any taxes for which it may be liable (including reimbursement to Affiliates for such expenses paid on its behalf), (xi) the consummation of the transactions contemplated hereby (including the Transaction), (xii) the making of loans to or other Investments in, or incurrence of Indebtedness from, the Borrowers or in the case of incurrence of Indebtedness, from any Wholly-Owned Domestic Subsidiary, which is a Guarantor, as and to the extent permitted by Section 6.9, (xiii) the guaranteeing of obligations (other than Indebtedness) of the Administrative Borrower and its Subsidiaries, and (ix) any other activity expressly contemplated by this Agreement to be engaged in by Parent.

6.12 Modification of Terms of Credit Card Accounts. Without the prior written consent of Agent, no Borrower shall (a) rescind or cancel any indebtedness evidenced by any Credit Card Accounts or modify any term thereof or make any adjustment with respect thereto, or settle any dispute, claim, suit or legal proceeding relating thereto or (b) sell any Credit Card Accounts or interest therein, in each case, except in the ordinary course of business consistent with prudent business practice.

6.13 Main Street Lending Program Covenants. Notwithstanding anything to the contrary in this Agreement:

(a) Each Loan Party will not make any claim that Agent, any Lender or any of their respective Affiliates have rendered advisory services of any kind in connection with the CARES Act, any Main Street Lending Debt or the Main Street Lending Program;

(b) Prior to the Main Street Lending Program Termination Date, Borrower shall not cancel or reduce any of its committed lines of credit with any lender, including under to this Agreement, except Borrower may (i) repay a line of credit (including a credit card) in accordance with Borrower's normal course of business usage for such line of credit, (ii) take on and pay additional Indebtedness required in the normal course of business and on standard terms, including inventory and equipment financing, provided that such debt is secured only by the newly acquired property, or (iii) refinance Indebtedness that is maturing no later than 90 days from the date of such refinancing;

(c) Prior to the Main Street Lending Program Termination Date, Borrower shall not prepay, purchase or otherwise acquire any Indebtedness of Borrower or make, directly or indirectly, any optional or voluntary payment in respect of any such Indebtedness, except Borrower may (i) repay a line of credit (including a credit card) in accordance with Borrower's normal course of business usage for such line of credit; or (ii) take on and pay Indebtedness required in the normal course of business and on standard terms, including inventory, (iii) refinance Indebtedness that is maturing no later than 90 days from the date of such refinancing or (iv) make any optional payments or prepayments of principal and interest in respect of the Main Street Lending Debt;

(d) Prior to the Main Street Lending Program Termination Date, in the event that at any time any terms of the Main Street Lending Documents are more restrictive than the terms set forth in this Agreement applicable to the same matter, the terms hereof shall be deemed to be amended, mutatis mutandis, to be the same as the Main Street Lending Documents and in the event that any representations, covenants or events of default that are set forth in the Main Street Lending Documents are not included in this Agreement or the other Loan Documents, this Agreement shall be deemed to be amended, mutatis mutandis, to add such representations, covenants or events of default;

(e) Prior to the first anniversary of the Main Street Lending Program Termination Date, Borrower shall comply with the compensation, stock repurchase, and capital distribution restrictions that apply to direct loan programs under Section 4003(c)(3)(A)(ii) of the CARES Act, except that if Borrower is an S corporation or other tax pass-through entity it may make distributions to the extent reasonably required to cover its owners' tax obligations in respect of Borrower's earnings; and

(f) Borrower shall provide concurrent notice to Agent of any amendments, waivers or other modifications to, and any defaults or events of default occurring under, the Main Street Lending Program.

6.14 Financing Order; DIP Recognition Order; Administrative Expense Priority; Payments. Parent will not, and will not permit any of its Subsidiaries to:

(a) seek, consent to or suffer to exist at any time any modification, stay, vacation or amendment of the Financing Order or any DIP Recognition Order, except for modifications and amendments joined in or agreed to in writing by Agent in its sole discretion,

(b) seek the use of "Cash Collateral" (as defined in the Financing Order or such similar term in the Financing Order) in a manner inconsistent with the terms of the Financing Order or any DIP Recognition Order without the prior written consent of Agent,

(c) suffer to exist at any time a priority for any administrative expense or unsecured claim against any Loan Party (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expenses of the kind specified in Sections 105, 326, 328, 365, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code) or any other superpriority claim which is

equal or superior to the priority of the Lender Group or "Lender Group" (as defined in the Existing Credit Agreement) in respect of the Obligations or Existing Secured Obligations, except for the amounts having a priority over the Obligations to the extent set forth in the definition of Carveout (including with respect to the Collateral of the Canadian Loan Parties and Collateral located in Canada of the other Loan Parties, the Administration Charge and the D&O Charge) and as otherwise set forth in the Loan Documents and reasonably acceptable to Agent,

(d) directly or indirectly seek, consent or suffer to exist at any time any Lien with priority over the Liens created by the Loan Documents or the Existing Loan Documents on any properties, assets or rights except for Permitted Priority Liens, and

(e) prior to the date on which the Obligations and Existing Secured Obligations have been indefeasibly paid in full in cash, all Letters of Credit have been cash collateralized or returned for cancellation pursuant to this Agreement, and this Agreement has been terminated, pay any administrative expenses, except administrative expenses incurred in the ordinary course of the business of the Loan Parties and in amounts substantially consistent with the Approved Budget, subject to and in accordance with the Financing Order and any applicable DIP Recognition Order; provided, however notwithstanding the foregoing, the Loan Parties shall be permitted to pay as the same may become due and payable (i) to the extent substantially consistent with the Approved Budget, administrative expenses of the kind specified in Section 503(b) of the Bankruptcy Code incurred in the ordinary course of business and to the extent otherwise authorized under the Financing Order and this Agreement and (ii) compensation and reimbursement of expenses to professionals allowed and payable under Sections 330 and 331 of the Bankruptcy Code to the extent permitted by the Financing Order and, if applicable, the applicable DIP Recognition Order.

6.15 Applications Under the CCAA and BIA. Each Loan Party and its Subsidiaries acknowledges that its business and financial relationships with the Lenders are unique from its relationship with any other of its creditors. Each Loan Party and its Subsidiaries agrees that it shall not file any plan of compromise and arrangement under the CCAA or proposal under the BIA, or any plan of arrangement under any corporate statute, which provides for, or would permit, directly or indirectly, the Lenders to be classified with any other creditors of such Loan Party and its Subsidiaries for purposes of such plan of compromise and arrangement, proposal, plan or arrangement or otherwise.

6.16 Chapter 11 and Other Claims. Except for the Carveout (including, with respect to Canadian Loan Parties and Collateral located in Canada of the other Loan Parties, the Administration Charge) and Permitted Priority Liens and as provided in the Financing Order and (with respect to the Administration Charge) as provided for in the applicable DIP Recognition Order, no Loan Party will, and will not permit any of its Subsidiaries to, directly or indirectly, incur, create, assume, suffer to exist or permit any administrative expense claim or Lien that is *pari passu* with or senior to the claims or DIP Liens, as the case may be, of the Agent, the Lenders and the Bank Product Providers against the Loan Parties hereunder or under the Financing Order, any DIP Recognition Order, or apply to the Bankruptcy Court or the Canadian Court for authority to do so. Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, (a) seek,

support, consent to or suffer to exist any modification, stay, vacation or amendment of any Financing Order or DIP Recognition Order except for any modifications and amendments agreed to in writing by the Agent, in its sole discretion, or (b) apply to the Bankruptcy Court or the Canadian Court, as applicable, for authority to take any action prohibited by this Section 6 (except to the extent such application and the taking of such action is conditioned upon receiving the written consent of the Agent, in its sole discretion).

6.17 Budget Compliance. Except as otherwise provided herein or approved by the Agent (in its sole discretion), Parent shall not, and shall not permit any Subsidiary thereof to, directly or indirectly, (i) use any cash, including the proceeds of any Loans, in a manner or for a purpose other than those permitted under this Agreement or contemplated by the Financing Order or the Approved Budget, or (ii) make or commit to make payments to critical vendors (other than those critical vendors set forth in the Financing Order or in the Approved Budget, in each case as approved in writing by the Agent in respect of any pre-petition amount in excess of the amount included in the Approved Budget).

7. FINANCIAL COVENANTS.

Each of Parent and each Borrower covenants and agrees that, after the Closing Date until termination of all of the Revolver Commitments and payment in full of the Obligations:

(a) Variance - Disbursements. Measured as of the last day of each Measurement Period, the aggregate amount of actual disbursements (including, without limitation, all transfers, distributions, dividends, contributions or other payments but excluding transactions solely among Loan Parties) (on an aggregate basis) during such Measurement Period shall not exceed the Permitted Variance of the budgeted amount set forth in the Approved Budget for such period.

(b) Variance - Receipts. Measured as of the last day of each Measurement Period, the aggregate amount of actual receipts (excluding from the sale of any assets) (on an aggregate basis) shall not be less than the Permitted Variance of the budgeted amount set forth in the Approved Budget for such period.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

8.1 Payments. If Borrowers fail to pay when due and payable, or when declared due and payable in accordance with the terms hereof, (a) all or any portion of the Obligations consisting of interest, fees, or charges due the Lender Group, reimbursement of Lender Group Expenses, or other amounts (other than any portion thereof constituting principal) constituting Obligations (including any portion thereof that accrues after the commencement of the Bankruptcy Cases, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), (b) all or any portion of the principal of the Loans, (c) any reimbursement obligation in respect of any Letter of Credit Disbursement or (d) all or any portion of the Existing Secured Obligations as and when due and payable in accordance with the Financing Order and the applicable DIP Recognition Order.

8.2 Covenants. If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement applicable to it contained in any of (i) Section 3.6, 5.1 5.2, 5.3, 5.4, 5.6, 5.7, 5.10, 5.15, 5.16, 5.17, 5.20, 5.21, 5.22, 5.23 and 5.24, (ii) Section 6, (iii) Section 7 or (iv) Section 7 of the Guaranty and Security Agreement or Section 7 of the Canadian Guarantee and Security Agreement; or

(b) fails to perform or observe any covenant or other agreement applicable to it contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 8 (in which event such other provision of this Section 8 shall govern), and such failure continues for a period of 30 days after the earlier of (i) the date on which such failure shall first become known to any senior officer of any Loan Party, or (ii) the date on which written notice thereof is given to Borrowers by Agent or any Lender.

8.3 Judgments. If, after the Filing Date, one or more judgments, orders, or awards for the payment of money involving an aggregate amount of \$100,000 (the "Judgment Threshold") or more during the term of the Agreement (excluding from the Judgment Threshold the amount of any such judgment that is covered by insurance for which the relevant insurer is not insolvent and has not denied coverage therefor) is entered or filed against Parent or any of its Subsidiaries, or with respect to any of their respective assets.

8.4 Existing Loan Documents. If there is an "Event of Default" under and as defined in the Existing Loan Documents first arising after the Filing Date other than any default (x) arising prior to the Filing Date, (y) due to Borrowers' filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and the events that customarily result from the filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings (including any litigation resulting therefrom) or (z) due to restrictions on payments arising under the Bankruptcy Cases and the Recognition Proceedings;

8.5 [Intentionally Omitted].

8.6 Default Under Other Agreements. If, first arising after the Filing Date, there is a default in one or more agreements evidencing Indebtedness of any Loan Party or any of its Subsidiaries with an aggregate principal amount of \$100,000 or more, and such default (a) consists of a failure to pay, when due, any principal of or interest on any such Indebtedness, or (b) results in a right by the holder or holders of such Indebtedness (or a trustee on behalf of such holder(s)) that is then exercisable but irrespective of whether actually exercised, to accelerate the maturity of such Loan Party's or its Subsidiary's obligations thereunder, other than (i) any default arising prior to the Filing Date, due to Borrowers' filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and any litigation arising therefrom, or (ii) due to restrictions on payments arising as a result of the Bankruptcy Cases and the Recognition Proceedings, where payment or enforcement, acceleration or termination thereof by the holders of such obligations is and remains subject to a stay of proceedings in the Bankruptcy Cases and the Recognition Proceedings.

8.7 Representations, etc. Any warranty, representation, certification or statement made or deemed made by any Loan Party herein or in any other Loan Document or delivered in writing to Agent or any Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of making or deemed making thereof.

8.8 Guaranty. If the obligation of any Guarantor under the guaranty contained in the Guaranty and Security Agreement or Canadian Guarantee and Security Agreement shall cease to be in full force and effect or any Guarantor shall deny or disaffirm in writing such Guarantor's obligations under its guaranty contained in the Guaranty and Security Agreement or Canadian Guarantee and Security Agreement, as applicable (other than, in each case, in accordance with the terms of this Agreement or the Guaranty and Security Agreement or Canadian Guarantee and Security Agreement, as applicable).

8.9 Security Documents. If the Guaranty and Security Agreement, Canadian Guarantee and Security Agreement, Deed of Hypothec or any other Loan Document that purports to create a Lien shall, for any reason, fail or cease to create a valid, perfected, first priority Lien on any Collateral, in each case except (a) to the extent of the Carveout, (b) to the extent of Permitted Liens which are entitled to priority as a matter of law, (c) as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement or such Loan Document, or (d) solely as the result of any action(s) taken by Agent (or its designee (including any Custodian)) or the failure of Agent (or its designee (including any Custodian)) to take any action(s) within its control, or any combination thereof, which does not arise from a breach of the Loan Documents by a Loan Party.

8.10 Loan Documents. Any Loan Document shall cease to be in full force and effect or the validity or enforceability thereof shall at any time for any reason (other than solely as the result of any action(s) taken by Agent (or its designee (including any Custodian)) or the failure of Agent (or its designee (including any Custodian)) to take any action(s) within its control, or any combination thereof, which does not arise from a breach of the Loan Documents by a Loan Party) be declared in writing to be null and void by any Loan Party, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall contest in writing the validity or enforceability of any Loan Document or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Loan Document to which it is a party or shall contest in writing the validity or perfection of any Lien in any Collateral purported to be covered by the Loan Documents.

8.11 Change of Control. A Change of Control shall occur.

8.12 ERISA. (a) An ERISA Event has occurred with respect to an Employee Benefit Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liabilities in excess of \$100,000, (b) there is or arises Unfunded Pension Liability which has resulted or could reasonably be expected to result in liabilities in excess of \$100,000, or (c) there

is or arises any Withdrawal Liability, which has resulted or could reasonably be expected to result in liabilities in excess of \$100,000.

8.13 Subordinated Indebtedness. Any Subordinated Indebtedness permitted hereunder, or the guarantees thereof, shall cease, for any reason (other than solely as the result of any action(s) taken by Agent (or its designee (including any Custodian)) or the failure of Agent (or its designee (including any Custodian)) to take any action(s) within its control, or any combination thereof, which does not arise from a breach of the Loan Documents by a Loan Party), to be validly subordinated to the Obligations in accordance with the applicable subordination provisions thereof or subordination agreement with respect thereto.

8.14 Canadian Plans. Any Canadian Pension Event shall occur.

8.15 Bankruptcy Matters.

(a) (i) The Canadian Interim DIP Recognition Order is not issued within 3 Business Days following the entry of the Interim Financing Order or as soon as possible thereafter in the circumstances, (ii) the Final Financing Order is not entered within twenty-one (21) days following the Filing Date, or (iii) the Canadian Final DIP Recognition Order is not issued within 3 Business Days following the entry of the Final Financing Order or as soon as possible thereafter in the circumstances;

(b) Any of the Interim Financing Order, the Final Financing Order, the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order is stayed, revised, revoked, remanded, rescinded, amended, reversed, vacated, or modified in any manner not acceptable to Agent;

(c) Any person or entity shall file a pleading seeking to modify or otherwise alter the Interim Financing Order, the Final Financing Order, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, any Loan Document, any Existing Loan Document or any of the transactions contemplated in any of the foregoing without the prior consent of Agent;

(d) (i) an order with respect to any of the Bankruptcy Cases shall be entered by the Bankruptcy Court (A) appointing a trustee under Section 1104 of the Bankruptcy Code, or an examiner with enlarged powers relating to the operation of the business of the Loan Parties under Section 1106(b) of the Bankruptcy Code or (B) terminating or shortening any Debtor's exclusive rights to file and solicit acceptances for its plan, or (ii) an order with respect to the Recognition Proceedings shall be entered by the Canadian Court (A) appointing any monitor, trustee, receiver, interim receiver, receiver and manager or other similar Person in any Canadian proceeding under any Insolvency Laws, or an examiner with enlarged powers relating to the operation of the business of the Loan Parties pursuant to applicable Insolvency Laws (other than, for the avoidance of doubt, the appointment of the Information Officer) or (B) terminating or shortening any Debtor's exclusive rights to file and solicit acceptances for a plan of reorganization in the Bankruptcy Cases;

(e) (i) Agent, any Lender, Existing Agent, any Existing Lender or any Collateral securing the Obligations or Existing Secured Obligations are surcharged pursuant to Sections 105, 506(c) or 552 or any other section of the Bankruptcy Code, or (ii) any person or

entity other than a Loan Party shall assert any claim in the any of the Bankruptcy Cases arising under Sections 105, 506(c) or 552 or any other section of the Bankruptcy Code against Agent, any Lender, Existing Agent, any Existing Lender or any Collateral, and such claim shall not be dismissed or withdrawn, with prejudice, within ten (10) days after the assertion thereof;

(f) Any person or entity other than the Loan Parties shall commence any action in any of the Bankruptcy Cases or application or motion in the Recognition Proceedings adverse to Agent, any Lender, Existing Agent or any Existing Lender, the extent, validity, perfection, enforceability or priority of any of their Liens or claims, or any of their rights and remedies under the Loan Documents, the Existing Loan Documents, the Financing Order or any other order of the Bankruptcy Court and either (i) such order is granted; or (ii) such action, application or motion shall not be dismissed or withdrawn, with prejudice, within ten (10) days after the assertion thereof;

(g) (i) Any Loan Party shall attempt to invalidate, reduce or otherwise impair the liens or security interests of Agent and the Lenders, claims or rights against Loan Parties or any of their Subsidiaries or to subject any Collateral to assessment pursuant to Section 105, 506(c), 552 or any other section of the Bankruptcy Code or other applicable Insolvency Laws, (ii) any lien, security interest or Superpriority Claim created by created by the Loan Documents, the Existing Credit Agreement, the Existing Loan Documents, Financing Order or the applicable DIP Recognition Order shall, for any reason, cease to be valid, (iii) any action is commenced by any Loan Party or any of its Subsidiaries which contests the extent, validity, perfection, enforceability or priority of any of the liens and security interests of Agent, Existing Agent, the Lenders or Existing Lenders created by the Loan Documents, the Existing Credit Agreement, the Existing Loan Documents, the Financing Order, or the applicable DIP Recognition Order or (iv) any Loan Party or any Subsidiary of any Loan Party challenges the extent, validity or priority of the Obligations or the Existing Secured Obligations or the application of any payments or collections received by Agent, Lenders, Existing Agent, or Existing Lenders to the Obligations or Existing Secured Obligations as provided for herein, in the Financing Order or in the applicable DIP Recognition Order;

(h) (i) an order with respect to any of the Bankruptcy Cases or the Recognition Proceedings shall be entered by the Bankruptcy Court or the Canadian Court dismissing any of the Bankruptcy Cases or the Recognition Proceedings or converting any of the Bankruptcy Cases (or any case comprising part of any of the Bankruptcy Cases) to a case under chapter 7 of the Bankruptcy Code or the applicable provisions of other Insolvency Laws, (ii) any Insolvency Proceeding with respect to the Loan Parties or their Subsidiaries other than the Recognition Proceedings shall be commenced in Canada under applicable Insolvency Laws, or (iii) the Loan Parties shall seek or request the entry of any order to effect any of the events described in subclauses (i) and (ii) of this paragraph (h);

(i) Any motion, supplement, amendment or other document relating to the Financing Order, any DIP Recognition Order, the Credit Agreement, the Existing Credit Agreement or the transactions contemplated in any of the foregoing that is not in form in substance satisfactory to Agent is filed by any Loan Party or entered by the Bankruptcy Court or Canadian Court;

(j) Any sale of, or motion to sell Collateral is pursuant to Section 363 of the Bankruptcy Code is filed, to which the Agent does not consent;

(k) An order with respect to any of the Bankruptcy Cases or Recognition Proceedings shall be entered without the express prior written consent of Agent, (i) to revoke, vacate, reverse, stay, modify, supplement or amend the Existing Credit Agreement, any Loan Document, any Existing Loan Document, the Financing Order, the applicable DIP Recognition Order, or the transactions contemplated in any of the foregoing, or (ii) other than as consented to in the Financing Order and DIP Recognition Order with respect to the Existing Secured Obligations, to permit any administrative expense, claim or lien (now existing or hereafter arising, of any kind or nature whatsoever) to have priority equal or superior to the priority of the Agent, Existing Agent, Lenders and Existing Lenders in respect of the Obligations and Existing Secured Obligations;

(l) An order shall be entered by the Bankruptcy Court or the Canadian Court granting relief from the automatic stay or any other stay to any creditor(s) of any Loan Party or any Subsidiary of any Loan Party;

(m) Any plan of reorganization is filed that, or an order shall be entered by the Bankruptcy Court or issued by the Canadian Court confirming a reorganization plan in any of the Bankruptcy Cases which, does not (i) contain a provision that all Obligations and all Existing Secured Obligations shall be paid in full in a manner satisfactory to the Agent on or before the effective date, or substantial consummation, of such plan and (ii) provide for the continuation of the liens and security interests granted to Agent and priorities until such plan effective date all Obligations and Existing Secured Obligations are paid in full;

(n) A motion shall be filed seeking authority, or an order shall be entered in any of the Bankruptcy Cases or the Recognition Proceedings, that (i) permits any Loan Party or any Subsidiary of any Loan Party to incur indebtedness secured by any claim under Bankruptcy Code Section 364(c)(1) or any corresponding provision under other applicable Insolvency Laws or by a Lien pari passu with or superior to the lien granted under the Loan Documents and the Existing Loan Documents and Bankruptcy Code Sections 364(c)(2) (or any corresponding provision under other applicable Insolvency Laws) or (d) unless (A) all of the Obligations and Existing Secured Obligations have been paid in full at the time of the entry of any such order, or (B) the Obligations and the Existing Secured Obligations are paid in full with such debt to the Carveout, or (ii) permits any Loan Party or any Subsidiary of any Loan Party the right to use Collateral other than in accordance with the terms of the Financing Order, unless all of the Obligations and Existing Secured Obligations shall have been paid in full;

(o) Proceeds of any sale of all or substantially all assets of Loan Parties are not directly remitted to Agent at the closing thereof, to be applied in accordance with the Financing Order, the applicable DIP Recognition Order and the Loan Documents;

(p) Any motions to approve any severance, retention or incentive plan or program for employees that is not in accordance with the Approved Budgets and is otherwise not in form and substance acceptable to Agent;

(q) Any motions to sell Collateral or approve procedures regarding the same, or any orders approving or amending any of the foregoing, are not in form and substance acceptable to Agent;

(r) The automatic stay terminates or expires unless all of the Obligations and Existing Secured Obligations shall have been paid in full at the time of such termination or expiration;

(s) Payment of or granting adequate protection with respect to any indebtedness that was existing prior to the Filing Date (other than as provided in any Loan Document or as approved by Agent); and

(t) Any Loan Party or any Subsidiary of any Loan Party shall fail to maintain sufficient projected borrowing capacity under the Credit Agreement to pay all accrued administrative obligations and other administrative claims when due, and sufficient additional borrowing capacity to enable such other unpaid administrative obligations and administrative claims that are required to be paid in full prior to such time that all Obligations and Existing Secured Obligations are paid in full;

(u) the failure by the Loan Parties to deliver to the Agent any of the documents or other written information required to be delivered pursuant to the Financing Order when due or any such documents or other written information shall contain a misrepresentation of a material fact when made so as to make the written information provided to the Agent and Lenders, taken as a whole, materially misleading;

(v) Except as set forth herein, the failure by the Loan Parties to observe or perform any of the terms or provisions contained in the Financing Order in any respect adverse to the interests of the Lenders;

(w) The entry of an order of the Bankruptcy Court or the Canadian Court granting any lien on or security interest in any of the Collateral that is pari passu with or senior to the DIP Liens held by the Agent on or as security interests in the Collateral, the Adequate Protection Liens, the Superpriority Claims or the Liens securing the Existing Secured Obligations, except for the Carveout and the Permitted Priority Liens, or the Loan Parties and any of their Subsidiaries shall seek or request (or support another party in the filing of) the entry of any such order;

(x) The Loan Parties' creating or permitting to exist any other superpriority claim which is pari passu with or senior to the claims of the Agent and the Lenders, the Adequate Protection Liens, or the Superpriority Claims, except for the Carveout and the Permitted Priority Liens;

(y) Parent or any of its Subsidiaries using the proceeds of the Loans for any item other than in compliance with Section 7(a) and in accordance with the Approved Budget other than the Carveout, or makes any Pre-Petition Payment (other than in accordance with the Approved Budget), in each case except as agreed in writing in advance by the Required Lenders;

(z) Any uninsured judgments are entered with respect to any post-petition liabilities against any of the Loan Parties or any of their respective properties in a combined aggregate amount in excess of \$100,000 unless stayed, vacated or satisfied for a period of twenty (20) calendar days after entry thereof;

(aa) Any Loan Party asserts a right of subrogation or contribution against any other Loan Party prior to the date upon which all Obligations and Existing Secured Obligations have been paid in full and all Revolver Commitments have been terminated;

(bb) Any Loan Party shall seek to sell any of its assets that are Collateral outside the ordinary course of business, unless (i) the proceeds of such sale are used to indefeasibly pay the Obligations and Existing Secured Obligations in full in cash unless such sale is consented to by the Agent (it being agreed that such consent is deemed to be given with respect to the Proposed Plan as in effect on the date hereof), or (ii) such sale is pursuant to bidding procedures approved by the Agent;

(cc) The Parent or any of its Subsidiaries (or any party with the support of any of the Parent or any of its Subsidiaries) shall challenge the validity or enforceability of any of the Loan Documents or the Existing Loan Documents;

(dd) Any resignation or termination of the Loan Parties' key officers or the Loan Parties' chief restructuring officer without the hiring of replacement officers or chief restructuring officer acceptable to Agent; and

(ee) The occurrence of any default or event of default (or similar term) under the Financing Order.

8.16 Permitted Variance. Permitted Variances under the Approved Budget are exceeded for any period of time.

9. RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Notwithstanding the provisions of Section 362 of the Bankruptcy Code, upon the occurrence and during the continuation of an Event of Default-and subject to any notice required under the Financing Order or any DIP Recognition Order, the Required Lenders (at their election but without notice of their election and without demand) may authorize and instruct Agent to do any one or more of the following on behalf of the Lender Group (and Agent, acting upon the instructions of the Required Lenders, shall do the same on behalf of the Lender Group), all of which are authorized by Borrowers:

(a) (i) declare the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loans and all other Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by each Borrower, and (ii) direct Borrowers to provide (and Borrowers agree that upon receipt of such notice Borrowers will provide) Letter of Credit Collateralization to Agent to be

held as security for Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit;

(b) declare the Revolver Commitments terminated, whereupon the Revolver Commitments shall immediately be terminated together with (i) any obligation of any Revolving Lender to make Revolving Loans, (ii) the obligation of the Swing Lender to make Swing Loans, and (iii) the obligation of Issuing Bank to issue Letters of Credit;

(c) terminate the Loan Parties' right to use Cash Collateral by written notice thereof to counsel for the Loan Parties, counsel for the Committee (if any) and the U.S. Trustee, and the Information Officer, without further notice, application or order of the Bankruptcy Court or the Canadian Court;

(d) subject to the applicable terms, if any, of the Financing Order, exercise all other rights and remedies available to Agent or the Lenders under the Loan Documents, under applicable law, or in equity (subject to any notice provisions in the Loan Documents).

9.2 Remedies Cumulative. The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the Code, the PPSA, the CCQ, by law, or in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a waiver of any other Event of Default or future Event of Default. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

9.3 [Intentionally Omitted].

10. WAIVERS; INDEMNIFICATION.

10.1 Demand; Protest; etc. Each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which any Borrower may in any way be liable.

10.2 The Lender Group's Liability for Collateral. Each Borrower hereby agrees that: (a) so long as Agent complies with its obligations, if any, under the Code, the PPSA or CCQ, as applicable, the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Borrowers.

10.3 Indemnification. Each Borrower shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, the Issuing Bank and each Participant (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the

enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery (provided that Borrowers shall not be liable for costs and expenses (including attorneys' fees) of any Lender (other than Wells Fargo) incurred in advising, structuring, drafting, reviewing, administering or syndicating the Loan Documents), enforcement, performance, or administration (including any restructuring or workout with respect hereto and in connection with the Bankruptcy Cases and the Recognition Proceedings) of this Agreement, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of Parent's and its Subsidiaries' compliance with the terms of the Loan Documents or any Existing Loan Documents (provided, that the indemnification in this clause (a) shall not extend to claims that a court of competent jurisdiction finally determines to have resulted from (i) disputes solely between or among the Lenders that do not involve any acts or omissions of any Loan Party, or (ii) disputes solely between or among the Lenders and their respective Affiliates that do not involve any acts or omissions of any Loan Party; it being understood and agreed that the indemnification in this clause (a) shall extend to Agent (but not the Lenders unless the dispute involves an act or omission of a Loan Party) relative to disputes between or among Agent on the one hand, and one or more Lenders, or one or more of their Affiliates, on the other hand, or (iii) any Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim), (b) with respect to any actual or prospective investigation, litigation, or proceeding related to this Agreement or the Existing Credit Agreement, any other Loan Document or Existing Loan Document, the making of any Loans or issuance of any Letters of Credit hereunder or under the Existing Credit Agreement, or the use of the proceeds of the Loans or the Letters of Credit provided hereunder or under the Existing Credit Agreement (irrespective of whether any Indemnified Person is a party thereto, but including if any Loan Party is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by any Borrower or any of its Subsidiaries or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of any Borrower or any of its Subsidiaries (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, no Borrower shall have any obligation to any Indemnified Person under this Section 10.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person or its officers, directors, employees, attorneys, or agents. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Borrowers were required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Borrowers with respect thereto. WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON.

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email address as is set forth below for the respective party or at such other address as such party may designate in accordance herewith), facsimile or other electronic method of transmission reasonably acceptable to Agent. In the case of notices or demands to Parent, any Borrower, or Agent, as the case may be, they shall be sent to the respective address set forth below:

If to Parent or any Borrower:

PROJECT KENWOOD ACQUISITION, LLC

c/o Variant Equity
1880 Century Park East, Suite 825
Los Angeles, CA 90067
Attention: Farhaad Chanduwadia
Telephone: (310) 467-4700
Email: fwadia@variantequity.com

and

Spencer Ware
Chief Restructuring Officer
160 S. Route 17 N
Paramus, NJ 07653
Telephone: 800-728-7176
Email: spencer.ware@cr3partners.com

with copies (which shall not constitute notice) to:

ALSTON & BIRD LLP

90 Park Avenue
New York, New York 10016
Attn: J. Eric Wise and Matt Kelsey
Fax: 212-210-9400
Email: eric.wise@alston.com and
matthew.kelsey@alston.com

333 South Hope Street, Sixteenth Floor
Los Angeles, California 90071
Attn: Kevin H. Fink, Esq.
Fax No.: 213-576-2890
Email: kevin.fink@alston.com

If to Agent:

WELLS FARGO BANK, NATIONAL ASSOCIATION

1800 Century Park East, Suite 1100
Los Angeles, California 90067

Attn: Cameron Scott
Email: cameron.scott@wellsfargo.com

with copies (which shall not
constitute notice) to:

GOLDBERG KOHN LTD.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603
Attn: William Starshak, Esq. and
Dimitri Karcazes, Esq.
Fax No.: 312-201-4000
Email: william.starshak@goldbergkohn.com
dimitri.karcazes@goldbergkohn.com

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or three Business Days after the deposit thereof in the mail; provided, that (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient) and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION OVER ANY OF THE FOLLOWING, THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY

MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF PARENT AND EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PARENT AND EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH OF PARENT AND EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH OF PARENT AND EACH BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT 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.

(e) NO CLAIM MAY BE MADE BY ANY LOAN PARTY AGAINST THE AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING BANK, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN

DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH LOAN PARTY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN CLAUSE (C) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING (AND EACH PARTY TO SUCH ACTION DOES NOT SUBSEQUENTLY EFFECTIVELY WAIVE UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY), THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) THROUGH (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE

REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) **THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 12, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT THE CANADIAN COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER THE RECOGNITION PROCEEDINGS.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1 Assignments and Participations.

(a) (i) Subject to the conditions set forth in clause (a)(ii) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it and its Revolver Commitment) to one or more assignees so long as such prospective assignee is an Eligible Transferee (each, an "Assignee"), with the prior written consent (such consent not be unreasonably withheld, conditioned, or delayed) of:

(A) [Reserved]; and

(B) Agent, Swing Lender, and Issuing Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) no assignment may be made to a Loan Party, an Affiliate of a Loan Party, or Sponsor,

(B) the amount of the Revolver Commitments and the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to Agent) shall be in a minimum amount (unless waived by Agent) of \$5,000,000 (except such minimum amount shall not apply to (I) an assignment or delegation by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender or (II) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least \$5,000,000),

(C) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement,

(D) the parties to each assignment shall execute and deliver to Agent an Assignment and Acceptance; provided, that Borrowers and Agent may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Administrative Borrower and Agent by such Lender and the Assignee,

(E) no assignment may be made to a Defaulting Lender,

(F) unless waived by Agent, the assigning Lender or Assignee has paid to Agent, for Agent's separate account, a processing fee in the amount of \$3,500, and

(G) the assignee, if it is not a Lender, shall deliver to Agent an Administrative Questionnaire in a form approved by Agent (the "Administrative Questionnaire").

(b) From and after the date that Agent receives the executed Assignment and Acceptance and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall be a "Lender" and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Sections 10.3 and 16) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Sections 15 and 17.9(a).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or the performance or observance by any Borrower of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other

documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, (vi) [reserved], and (vii) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) Immediately upon Agent's receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 13.1(b), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Revolver Commitments arising therefrom. The Revolver Commitment allocated to each Assignee shall reduce such Revolver Commitments of the assigning Lender pro tanto.

(e) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (in each case, other than a Person to which an assignment is not permitted under Section 13.1(a)(ii)(A) or 13.1(a)(ii)(B)) (a "Participant") participating interests in all or any portion of its Obligations, its Revolver Commitment, and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, that (i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Revolver Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers, Agent, and the Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decreases the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, in each case of the foregoing clauses (A) through (E), except to the extent any such amendment or consent is permitted to be effected by only the Required Lenders pursuant to Section 14.1 (v) no participation shall be sold to a natural person, (vi) no participation shall be sold to a Loan Party, an Affiliate of a Loan Party, Sponsor, or an Affiliate of Sponsor, and (vii) all

amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Agent, Borrowers, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by the Lenders among themselves.

(f) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 17.9, disclose all documents and information which it now or hereafter may have relating to Parent and its Subsidiaries and their respective businesses.

(g) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR § 203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law.

(h) Agent (as a non-fiduciary agent on behalf of Borrowers) shall maintain, or cause to be maintained, a register (the "Register") on which it enters the name and address of each Lender as the registered owner of the Revolving Loans (and the principal amount thereof and stated interest thereon) held by such Lender (each, a "Registered Loan"). Other than in connection with an assignment by a Lender of all or any portion of its portion of the Revolving Loans to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). The entries in the Register shall be conclusive absent manifest error, and Borrowers, the Agent, and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as Lender hereunder for all purposes of this Agreement. Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrowers shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Revolving Loans to an Affiliate of such Lender or a Related Fund of such Lender,

and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrowers, shall maintain a register comparable to the Register. The Register shall be available for inspection by Borrowers and any Lender at any reasonable time during business hours and from time to time upon reasonable notice.

(i) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrowers, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. For the avoidance of doubt, Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

(j) Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register to the extent required pursuant to clause (i) above) available for review by Borrowers from time to time as Borrowers may reasonably request.

13.2 Successors. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, that no Borrower may assign this Agreement or any rights or duties hereunder without the Lenders' prior written consent and any prohibited assignment shall be absolutely void ab initio. No consent to assignment by the Lenders shall release any Borrower from its Obligations. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 and, except as expressly required pursuant to Section 13.1, no consent or approval by any Borrower is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1 Amendments and Waivers.

(a) No amendment, waiver or other modification of any provision of this Agreement or any other Loan Document (other than Bank Product Agreements), and no consent with respect to any departure by Parent or any Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by Agent at the written request of the Required Lenders, in the case of this Agreement), the Agent, in the case of all other Loan Documents, and the Loan Parties that are party thereto, and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, that no such waiver, amendment, or consent shall, unless in writing and signed by all of

the Lenders directly affected thereby and all of the Loan Parties that are party thereto, do any of the following:

(i) increase the amount of or extend the expiration date of any Revolver Commitment of any Lender or amend, modify, or eliminate the last sentence of Section 2.4(c), (it being understood that waivers or modifications of conditions precedent, waivers of Defaults, Events of Default or mandatory prepayments or any amendment or modification of financial ratios or defined terms used in the financial covenants in this Agreement shall not constitute an increase of or an extension of the expiration date of the Revolver Commitment of any Lender, and that an increase in the available portion of any Revolver Commitment of any Lender shall not constitute an increase of the Revolver Commitment of such Lender),

(ii) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due hereunder or under any other Loan Document (other than the date of any mandatory prepayment pursuant to Section 2.4(e)),

(iii) reduce the principal of, or the rate of interest on any loan or other extension of credit hereunder, or reduce any fees or other amounts payable hereunder or under any other Loan Document (except (y) in connection with the waiver of any payment required by Section 2.4(e)(ii) or any waiver of the applicability of Section 2.6(c) (which any such waiver shall, in each case, be effective with the written consent of the Required Lenders), and (z) it being understood that waivers or modifications of conditions precedent, waivers of Defaults, Events of Default or mandatory prepayments or any amendment or modification of financial ratios or defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (iii)),

(iv) amend, modify, or eliminate this Section 14.1 or any provision of this Agreement providing for consent or other action by all Lenders or all Lenders directly affected thereby, as applicable,

(v) amend, modify, or eliminate Section 3.1 or 3.2,

(vi) amend, modify, or eliminate Section 15.11,

(vii) other than as permitted by Section 15.11, release Agent's Lien in and to any of the Collateral,

(viii) amend, modify, or eliminate the definition of "Required Lenders" or "Pro Rata Share",

(ix) contractually subordinate any of Agent's Liens except as otherwise expressly permitted hereunder,

(x) other than in connection with a merger, amalgamation, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other

Loan Documents, release any Borrower or any Guarantor from any obligation for the payment of money or consent to the assignment or transfer by any Borrower or any Guarantor of any of its rights or duties under this Agreement or the other Loan Documents,

(xi) amend, modify, or eliminate any of the provisions of Section 2.4(b)(i), 2.4(b)(ii), 2.4(b)(iii), 2.4(f) or 15.12(b),

(xii) amend, modify, or eliminate any of the provisions of Section 13.1 with respect to assignments to, or participations with, Persons who are Loan Parties, Affiliates of Loan Parties, Sponsor, or Affiliates of Sponsor, or

(xiii) at any time that any Real Property is included in the Collateral, increase or extend any Revolver Commitment hereunder until the completion of flood due diligence, documentation and coverage as required by the Flood Laws or as otherwise satisfactory to all such affected Lenders.

(b) No amendment, waiver, modification, or consent shall amend, modify, waive, or eliminate,

(i) the definition of, or any of the terms or provisions of, the Fee Letter, without the written consent of Agent and Borrowers (and shall not require the written consent of any of the Lenders), or

(ii) any provision of Section 15 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Borrowers, and the Required Lenders.

(c) No amendment, waiver, modification, elimination, or consent shall, without the written consent of Agent, Borrowers and each Lender:

(i) amend, modify, or eliminate this Section 14.1(c).

(ii) amend, modify, or eliminate the definitions of "Initial Approved Budget" or "Approved Budget".

(d) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Issuing Bank, or any other rights or duties of Issuing Bank under this Agreement or the other Loan Documents, without the written consent of Issuing Bank, Agent, Borrowers, and the Required Lenders.

(e) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Swing Lender, or any other rights or duties of Swing Lender under this Agreement or the other Loan Documents, without the written consent of Swing Lender, Agent, Borrowers, and the Required Lenders.

(f) Anything in this Section 14.1 to the contrary notwithstanding, (i) any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lender Group among themselves, and that does not affect the rights or obligations of Parent or any Borrower, shall not require consent by or the agreement of any Loan Party, and (ii) any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any other Loan Document may be entered into without the consent of, or over the objection of, any Defaulting Lender.

14.2 Replacement of Certain Lenders.

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, (ii) any Lender makes a claim for compensation under Section 16 or (iii) any Lender becomes a Defaulting Lender, then Borrowers or Agent, upon at least five Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a "Non-Consenting Lender"), any Lender that made a claim for compensation (a "Tax Lender") or any Defaulting Lender, in each case, with one or more Replacement Lenders, and the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, being repaid in full its share of the outstanding Obligations (without any premium or penalty of any kind whatsoever, but including (i) all interest, fees and other amounts that may be due in payable in respect thereof, and (ii) an assumption of its Pro Rata Share of participations in the Letters of Credit). If the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall be made in accordance with the terms of Section 13.1. Until such time as one or more Replacement Lenders shall have acquired all of the Obligations, the Revolver Commitments, and the other rights and obligations of the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, hereunder and under the other Loan Documents, the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall remain obligated to make the Non-Consenting Lender's, Tax Lender's or Defaulting Lender's, as applicable, Pro Rata Share of Revolving Loans and to purchase a participation in each Letter of Credit, in an amount equal to its Pro Rata Share of participations in such Letters of Credit.

14.3 No Waivers; Cumulative Remedies. No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Parent and Borrowers of any provision of this Agreement. Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent or any Lender may have.

15. AGENT; THE LENDER GROUP.

15.1 Appointment and Authorization of Agent. Each Lender hereby designates and appoints Wells Fargo as its agent under this Agreement and the other Loan Documents and each Lender hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to designate, appoint, and authorize) Agent to execute and deliver each of the other Loan Documents on its behalf and to take such other 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 Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of the Lenders (and the Bank Product Providers) on the conditions contained in this Section 15. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender (or Bank Product Provider), 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 Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Loan Documents with reference to 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 a representative relationship between independent contracting parties. Each Lender hereby further authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to act as the secured party under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, payments and proceeds of Collateral, and related matters, (b) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents or to take any other action with respect to any Collateral or Loan Documents which may be necessary to perfect, and maintain perfected, the security interests and Liens upon

Collateral pursuant to the Loan Documents, (c) make Revolving Loans, for itself or on behalf of Lenders, as provided in the Loan Documents, (d) exclusively receive, apply, and distribute payments and proceeds of the Collateral as provided in the Loan Documents, (e) open and maintain such bank accounts and cash management arrangements as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes, (f) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to Parent or its Subsidiaries, the Obligations, the Collateral, or otherwise related to any of same as provided in the Loan Documents, and (g) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents.

15.2 Delegation of Duties. Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

15.3 Liability of Agent. None of the Agent-Related Persons shall (a) be liable 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), or (b) be responsible in any manner to any of the Lenders (or Bank Product Providers) for any recital, statement, representation or warranty made by Parent or any of its Subsidiaries or Affiliates, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by 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, or for any failure of Parent or its Subsidiaries or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lenders (or Bank Product Providers) 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 books and records or properties of Parent or its Subsidiaries. No Agent-Related Person shall have any liability to any Lender, any Loan Party or any of their respective Affiliates if any request for a Loan, Letter of Credit or other extension of credit was not authorized by the applicable Borrower. Agent shall not be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Loan Document or applicable law or regulation.

15.4 Reliance by Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile or other electronic method of transmission, telex or telephone 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 Borrowers or counsel to any Lender), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent shall first receive such advice or concurrence of the Lenders as it deems appropriate and until such instructions are received, Agent shall act, or refrain from acting, as it deems advisable. If Agent so requests, it shall first be

indemnified to its reasonable satisfaction by the Lenders (and, if it so elects, the Bank Product Providers) against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. 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 and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders (and Bank Product Providers).

15.5 Notice of Default or Event of Default. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest, fees, and expenses required to be paid to Agent for the account of the Lenders and, except with respect to Events of Default of which Agent has actual knowledge, unless Agent shall have received written notice from a Lender or Borrowers referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a "notice of default." Agent promptly will notify the Lenders of its receipt of any such notice or of any Event of Default of which Agent has actual knowledge. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agent of such Event of Default. Each Lender shall be solely responsible for giving any notices to its Participants, if any. Subject to Section 15.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9; provided, that unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

15.6 Credit Decision. Each Lender (and Bank Product Provider) acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent hereinafter taken, including any review of the affairs of Parent and its Subsidiaries or Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender (or Bank Product Provider). Each Lender represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of each Borrower or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrowers. Each Lender also represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) 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 each Borrower or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to the Lenders by Agent, Agent shall not have any duty or responsibility to provide any Lender (or Bank Product Provider) with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Borrower or any other Person party to a Loan Document that may come into the possession of any of the Agent-

Related Persons. Each Lender acknowledges (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that Agent does not have any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide such Lender (or Bank Product Provider) with any credit or other information with respect to any Borrower, its Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent's or its Affiliates' or representatives' possession before or after the date on which such Lender became a party to this Agreement (or such Bank Product Provider entered into a Bank Product Agreement).

15.7 Costs and Expenses; Indemnification. Agent may incur and pay Lender Group Expenses to the extent Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Loan Documents, including court costs, attorneys' fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Borrowers are obligated to reimburse Agent or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from payments or proceeds of the Collateral received by Agent to reimburse Agent for such out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders (or Bank Product Providers). In the event Agent is not reimbursed for such costs and expenses by Parent or its Subsidiaries, each Lender hereby agrees that it is and shall be obligated to pay to Agent such Lender's ratable share thereof. Whether or not the transactions contemplated hereby are consummated, each of the Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so) from and against any and all Indemnified Liabilities; provided, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence, or willful misconduct nor shall any Lender be liable for the obligations of any Defaulting Lender in failing to make a Revolving Loan or other extension of credit hereunder. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by 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 or any other Loan Document to the extent that Agent is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

15.8 Agent in Individual Capacity. Wells Fargo and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Document as though Wells Fargo were not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, Wells Fargo or its Affiliates may receive information regarding Parent or its Affiliates or any other Person party to

any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other Person and that prohibit the disclosure of such information to the Lenders (or Bank Product Providers), and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them. The terms "Lender" and "Lenders" include Wells Fargo in its individual capacity.

15.9 Successor Agent. Agent may resign as Agent upon 30 days (ten days if an Event of Default has occurred and is continuing) prior written notice to the Lenders (unless such notice is waived by the Required Lenders) and Borrowers (unless such notice is waived by Borrowers or a Default or Event of Default has occurred and is continuing) and without any notice to the Bank Product Providers. If Agent resigns under this Agreement, the Required Lenders shall be entitled, with (so long as no Event of Default has occurred and is continuing) the consent of Borrowers (such consent not to be unreasonably withheld, delayed, or conditioned), appoint a successor Agent for the Lenders (and the Bank Product Providers). If, at the time that Agent's resignation is effective, it is acting as Issuing Bank or the Swing Lender, such resignation shall also operate to effectuate its resignation as Issuing Bank or the Swing Lender, as applicable, and it shall automatically be relieved of any further obligation to issue Letters of Credit, or to make Swing Loans. If no successor Agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with the Lenders and Borrowers, a successor Agent. If Agent has materially breached or failed to perform any material provision of this Agreement or of applicable law, the Required Lenders may agree in writing to remove and replace Agent with a successor Agent from among the Lenders with (so long as no Event of Default has occurred and is continuing) the consent of Borrowers (such consent not to be unreasonably withheld, delayed, or conditioned). In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent and the term "Agent" shall mean such successor Agent and the retiring Agent's appointment, powers, and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 15 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no successor Agent has accepted appointment as Agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of Agent hereunder until such time, if any, as the Lenders appoint a successor Agent as provided for above.

15.10 Lender in Individual Capacity. Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group (or the Bank Product Providers). The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding Parent or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other Person and that prohibit the disclosure of such

information to the Lenders, and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.11 Collateral Matters.

(a) The Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to release (or, in the case of clause (v), release or subordinate), and Agent agrees to release (or subordinate as applicable), any Lien on any Collateral (i) upon the termination of the Revolver Commitments and payment and satisfaction in full by Borrowers of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Borrowers certify to Agent that the sale or disposition thereof is permitted under Section 6.4 or the other Loan Documents (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which Parent or its Subsidiaries did not own any interest at the time Agent's Lien was granted nor at any time thereafter, (iv) constituting property leased or licensed to Parent or its Subsidiaries under a lease or license that has expired or is terminated in a transaction permitted under this Agreement, (v) constituting assets or property subject, or to become subject to, a Lien permitted by clause (e), (f), (r) or (t) of the definition of "Permitted Lien", (vi) in connection with a credit bid or purchase authorized under this Section 15.11, or (vii) having a value of less than \$5,000,000 in the aggregate during any calendar year; provided that anything to the contrary contained in any of the Loan Documents notwithstanding, no Lien on any Collateral shall be released if a Default or Event of Default pursuant to Section 8.1 due failure to comply with Section 2.4(e)(i) exists or would be caused thereby. If Agent releases any Lien pursuant to the foregoing sentence on any motor vehicles (including Fleet Assets), then Agent shall request certificates of title with respect to such motor vehicles from the Custodian in possession of such certificates of title and, upon receipt of such certificates of title, Agent will promptly deliver such certificates of title to the Administrative Borrower. The Loan Parties and the Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent, based upon the instruction of the Required Lenders, to (a) consent to the sale of, credit bid, or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, or any other Insolvency Law, as applicable, (b) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code, including pursuant to Section 9-610 or 9-620 of the Code or the PPSA or CCQ, as applicable, or (c) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any other sale or foreclosure conducted or consented to by Agent in accordance with applicable law in any judicial action or proceeding or by the exercise of any legal or equitable remedy. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders and the Bank Product Providers shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not impair or unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such contingent or unliquidated claims

cannot be estimated without impairing or unduly delaying the ability of Agent to credit bid at such sale or other disposition, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the Collateral that is the subject of such credit bid or purchase) and the Lenders and the Bank Product Providers whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the Collateral that is the subject of such credit bid or purchase (or in the Equity Interests of the any entities that are used to consummate such credit bid or purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by any entities used to consummate such credit bid or purchase and in connection therewith Agent may reduce the Obligations owed to the Lenders and the Bank Product Providers (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders (without requiring the authorization of the Bank Product Providers), or (z) otherwise, the Required Lenders (without requiring the authorization of the Bank Product Providers). Upon request by Agent or Borrowers at any time, the Lenders will (and if so requested, the Bank Product Providers will) confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 15.11; provided, that (1) anything to the contrary contained in any of the Loan Documents notwithstanding, Agent shall not be required to execute any document or take any action necessary to evidence such release on terms that, in Agent's opinion, could expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly released) upon (or obligations of Borrowers in respect of) any and all interests retained by any Borrower, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Each Lender further hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to irrevocably authorize) Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted Purchase Money Indebtedness. Notwithstanding the provisions of this Section 15.11, Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards provided that such building, structure or improvement has an immaterial fair market value.

(b) Agent shall have no obligation whatsoever to any of the Lenders (or the Bank Product Providers) (i) to verify or assure that the Collateral exists or is owned by Parent or its Subsidiaries or is cared for, protected, or insured or has been encumbered, (ii) to verify or assure that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, (iii) [reserved], (iv) to impose, maintain, increase, reduce, implement, or eliminate any particular reserve hereunder or to determine whether the amount of any reserve is appropriate or not, or (v) to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being

understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender (or Bank Product Provider) as to any of the foregoing, except as otherwise expressly provided herein.

15.12 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each of the Lenders agrees that it shall not, without the express written consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Agent, set off against the Obligations, any amounts owing by such Lender to Parent or its Subsidiaries or any deposit accounts of Parent or its Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Borrower or any Guarantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, enforcement, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's Pro Rata Share of all such distributions by Agent, such Lender promptly shall (A) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.13 Agency for Perfection. Agent hereby appoints each other Lender (and each Bank Product Provider) as its agent (and each Lender hereby accepts (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to accept) such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Code, the PPSA or the STA, as applicable, can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

15.14 Payments by Agent to the Lenders. All payments to be made by Agent to the Lenders (or Bank Product Providers) shall be made by bank wire transfer of immediately available

funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.15 Concerning the Collateral and Related Loan Documents. Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to agree) that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders (and such Bank Product Provider).

15.16 Certain Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, (i) a copy of each field examination report respecting Parent or its Subsidiaries, and (ii) a copy of each appraisal of the Collateral obtained by Agent (each, a "Report") prepared by or at the request of Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or other party performing any field examination will inspect only specific information regarding Parent and its Subsidiaries and will rely significantly upon Parent's and its Subsidiaries' books and records, as well as on representations of Borrowers' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 17.9, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrowers, and (ii) to pay and protect, and indemnify, defend and hold Agent, and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(f) In addition to the foregoing, (i) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by Parent or its Subsidiaries to Agent that has not been contemporaneously provided by Parent or such Subsidiary to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (ii) to the extent that Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from Parent its Subsidiaries, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Borrowers the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from Parent or such Subsidiary, Agent promptly shall provide a copy of same to such Lender, and (iii) any time that Agent renders to Borrowers a statement regarding the Loan Account, Agent shall send a copy of such statement to each Lender.

15.17 Several Obligations; No Liability. Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of the Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Revolver Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Revolver Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided in Section 15.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Borrower or any other Person for any failure by any other Lender (or Bank Product Provider) to fulfill its obligations to make credit available hereunder, nor to advance for such Lender (or Bank Product Provider) or on its behalf, nor to take any other action on behalf of such Lender (or Bank Product Provider) hereunder or in connection with the financing contemplated herein.

15.18 Agent acting as Hypothecary Representative. Without limiting the powers of the Agent under this Agreement and the Canadian Guarantee and Security Agreement, for the purposes of holding any hypothec granted by any Canadian Loan Party pursuant to the laws of the Province of Quebec, each Canadian Loan Party and Lender hereby irrevocably appoints and authorizes the Agent and, to the extent necessary, ratifies the appointment and authorization of the Agent, to act as the hypothecary representative of the Canadian Loan Parties and the Lenders as contemplated under Article 2692 of the CCQ, and to enter into, to take and to hold on its behalf, and for its benefit, any such hypothec, and to exercise the powers and duties that are conferred upon the Agent under any hypothec. The Agent shall (a) have the sole and exclusive right and authority to exercise, except as otherwise specifically restricted by this Agreement, all rights and remedies given to the Agent pursuant to any such hypothec, applicable law or otherwise, (b) benefit from and be subject to all provisions of this Agreement with respect to the Agent mutatis mutandis in its capacity as hypothecary representative, including all such provisions with respect to the liability or responsibility to and indemnification by the Canadian Loan Parties and the Lenders, and (c) be entitled to delegate from time to time any of its powers or duties under any hypothec on

such terms and conditions as it may determine from time to time. Any Person who becomes a Lender will, by its execution of an Assignment and Acceptance, be deemed to have consented to and confirmed the Agent as the Person acting as hypothecary representative holding those hypothecs and to have ratified, as of the date it becomes a Lender, all actions taken by the Agent in that capacity. The appointment of a successor Agent pursuant to this Agreement also constitutes the appointment of a successor hypothecary representative under this Section. Notwithstanding anything in this Agreement to the contrary, this Section 15.18 is governed by the laws of the Province of Quebec and the federal laws of Canada applicable in Quebec.

16. WITHHOLDING TAXES.

16.1 Payments. All payments made by or on account of any obligation of a Loan Party hereunder or under any note or other Loan Document will be made without setoff, counterclaim, or other defense. In addition, all such payments will be made free and clear of, and without deduction or withholding for, any present or future Taxes, except as required by law, and in the event any deduction or withholding of Taxes is required by applicable law, Borrowers shall comply with the next sentence of this Section 16.1. If any Taxes are required to be so withheld or deducted, Borrowers shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then, Borrowers agree to pay the full amount of such Indemnified Taxes and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement, any note, or Loan Document, including any amount paid pursuant to this Section 16.1 after withholding or deduction for or on account of any Indemnified Taxes, will not be less than the amount provided for herein; provided, that Borrowers shall not be required to increase any such amounts to the extent that the increase in such amount payable results from Agent's or such Lender's own willful misconduct, gross negligence or bad faith (as finally determined by a court of competent jurisdiction). If the forms or other documentation required by Section 16.2(a), 16.2(c) or 16.2(d) are not delivered to Administrative Borrower, then Borrowers may withhold from any interest payment to such Lender not providing such forms or other documentation an amount equivalent to the applicable withholding tax. Borrowers will furnish to Agent as promptly as practicable after the date the payment of any Indemnified Tax is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by Borrowers or other documentation reasonably acceptable to Agent. Borrowers agree to pay, or at the option of Agent timely reimburse it for the payment of, any Other Taxes. Borrowers shall indemnify Agent, Issuing Bank or any Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Person or required to be withheld or deducted from a payment to such Person and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Administrative Borrower by a Lender (with a copy to Agent), or by Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

16.2 Exemptions.

(a) Each Lender or Participant agrees with and in favor of Agent and Borrowers, to deliver to Agent and Administrative Borrower (or, in the case of a Participant, to

the Lender granting the participation) one of the following (in each case originally signed) before receiving its first payment under this Agreement (and from time to time thereafter upon the reasonable request of Borrowers or Agent):

(i) if such Lender or Participant is entitled to claim an exemption from United States withholding tax pursuant to the portfolio interest exception, (A) a statement of the Lender or Participant, signed under penalty of perjury, that it is not (I) a "bank" as described in Section 881(c)(3)(A) of the IRC, (II) a 10% shareholder of Borrowers (within the meaning of Section 871(h)(3)(B) of the IRC), or (III) a controlled foreign corporation related to Borrowers within the meaning of Section 864(d)(4) of the IRC, and (B) a properly completed and executed IRS Form W-8BEN, Form W-8BEN-E or Form W-8IMY (with proper attachments);

(ii) if such Lender or Participant is entitled to claim an exemption from, or a reduction of, withholding tax under a United States tax treaty, a properly completed and executed copy of IRS Form W-8BEN or Form W-8BEN-E;

(iii) if such Lender or Participant is entitled to claim that interest paid under this Agreement is exempt from United States withholding tax because it is effectively connected with a United States trade or business of such Lender or Participant, a properly completed and executed copy of IRS Form W-8ECI;

(iv) if such Lender or Participant is not the beneficial owner of payments made under any Loan Document, (A) a properly completed and executed copy of IRS Form W-8IMY (with proper attachments), and (B) the relevant forms described in clauses (i), (ii), (iii) and (v) of this Section 16.2 that would be required of each such beneficial owner, if such beneficial owner were a Lender or Participant; or

(v) if such Lender or Participant is a U.S. Person (as defined in Section 7701(a)(30) of the IRC) a properly completed and executed copy of IRS Form W-9 certifying that such Lender or Participant is exempt from U.S. federal backup withholding tax.

(b) Each Lender or Participant shall on or prior to the date on which it becomes a Lender or Participant hereunder provide the above forms (and from time to time thereafter upon the reasonable request of Agent or Administrative Borrower) and shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and will promptly notify Agent and Administrative Borrower of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(c) In the case of a Lender or Participant that would be subject to Tax imposed by FATCA on payments made under this Agreement or any other Loan Document if such Lender or Participant fails to comply with the applicable reporting requirements of FATCA, such Lender or Participant shall provide such documentation prescribed by applicable law and such additional documentation reasonably requested by Borrowers or Agent (which, in the case of a Participant, shall be provided to the Lender granting the participation) as may be necessary for Borrowers or Agent to comply with its obligations under FATCA and to determine that such Lender or

Participant has complied with such Lender's or such Participant's obligations under FATCA or to determine the amount to deduct and withhold from any such payments. Solely for purposes of this Section 16.2(c), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(d) If a Lender or Participant is entitled to an exemption from or reduction in withholding tax in a jurisdiction other than the United States, such Lender or such Participant agrees with and in favor of Agent, to deliver to Agent and Administrative Borrower (which, in the case of a Participant, shall be provided to the Lender granting the participation) any such form or forms, as may be required under the laws of such jurisdiction as a condition to exemption from, or reduction of, foreign withholding or backup withholding tax before receiving its first payment under this Agreement (and from time to time thereafter upon the reasonable request of Agent or Administrative Borrower), but only if such Lender or such Participant is legally able to deliver such forms. In addition, any Lender or Participant, if reasonably requested by Agent or Administrative Borrower, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Administrative Borrower or Agent as will enable the Loan Parties or Agent to determine whether or not such Lender or Participant is subject to backup withholding or information reporting obligations. Each Lender and each Participant shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and shall promptly notify Agent and Administrative Borrower of any change in circumstances which would modify or render invalid any claimed exemption or reduction. Notwithstanding anything to the contrary in the preceding three sentences, nothing in this Section 16.2(d) shall require a Lender or Participant to disclose any information that it reasonably deems to be confidential (including its tax returns) or any documentation or information that, in the Lender's or Participant's reasonable judgment, the completion, execution or submission of which would subject such Lender or Participant to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or Participant.

(e) If a Lender or Participant claims exemption from, or reduction of, withholding tax and such Lender or Participant sells, assigns, grants a participation in, or otherwise transfers all or part of the Obligations of Borrowers to such Lender or Participant, such Lender or Participant agrees to notify Agent and Administrative Borrower (or, in the case of a Participant, the Lender granting the participation) of the percentage amount in which it is no longer the beneficial owner of Obligations of Borrowers to such Lender or Participant. To the extent of such percentage amount, Agent and Borrowers will treat such Lender's or such Participant's documentation provided pursuant to Section 16.2(a), 16.2(c) or 16.2(d) as no longer valid. With respect to such percentage amount, such Participant or Assignee shall provide new documentation, pursuant to Section 16.2(a), 16.2(c) or 16.2(d), if applicable. Upon the reasonable request of Agent, a Lender shall also provide to Agent documentation provided to such Lender by a Participant pursuant to Section 16.2(a) or 16.2(c). Borrowers agree that each Participant shall be entitled to the benefits of this Section 16 with respect to its participation in any portion of the Revolver Commitments and the Obligations so long as such Participant complies with the obligations set forth in this Section 16 with respect thereto and provided that a Participant shall not be entitled to any additional amounts pursuant to this Section 16 in excess of the amount to which Lender granting the participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

16.3 Reductions.

(a) If a Lender or a Participant is entitled to a reduction in the applicable withholding tax, Agent (or, in the case of a Participant, the Lender granting the participation or Agent) may withhold from any interest payment to such Lender or such Participant an amount equivalent to the applicable withholding tax after taking into account such reduction. If the forms or other documentation required by Section 16.2(a), 16.2(c) or 16.2(d) are not delivered to Agent (and, in the case of a Participant, to the Lender granting the participation or Agent), then Agent (and, in the case of a Participant, the Lender granting the participation or Agent) may withhold from any interest payment to such Lender or such Participant not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(b) If the IRS or any other Governmental Authority of the United States or other jurisdiction asserts a claim that Agent (or, in the case of a Participant, the Lender granting the participation or Agent) did not properly withhold tax from amounts paid to or for the account of any Lender or any Participant due to a failure on the part of the Lender or any Participant (because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify Agent (or such Participant failed to notify the Lender granting the participation or Agent) of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason) such Lender shall indemnify and hold Agent harmless (and, in the case of a Participant, such Participant shall indemnify and hold the Lender granting the participation harmless) for all amounts paid, directly or indirectly, by Agent (and, in the case of a Participant, the Lender granting the participation or Agent), as tax or otherwise, including penalties and interest, and including any taxes imposed by any jurisdiction on the amounts payable to Agent (and, in the case of a Participant, to the Lender granting the participation or Agent only) under this Section 16, together with all costs and expenses (including attorneys' fees and expenses). The obligation of the Lenders and the Participants under this subsection shall survive the payment of all Obligations and the resignation or replacement of Agent.

16.4 Refunds. If Agent or a Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes paid by the Borrowers pursuant to this Section 16, so long as no Default or Event of Default has occurred and is continuing, it shall pay over such refund to Borrowers (but only to the extent of payments made, or additional amounts paid, by Borrowers under this Section 16 with respect to Indemnified Taxes giving rise to such a refund), net of all out-of-pocket expenses (including Taxes) of Agent or such Lender and without interest (other than any interest paid by the applicable Governmental Authority with respect to such a refund); provided, that Borrowers, upon the request of Agent or such Lender, agree to repay the amount paid over to Borrowers (plus any penalties, interest or other charges, imposed by the applicable Governmental Authority, other than such penalties, interest or other charges imposed as a result of the willful misconduct, gross negligence of Agent hereunder as finally determined by a court of competent jurisdiction) to Agent or such Lender in the event Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything in this Agreement to the contrary, this Section 16 shall not be construed to require Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to Borrowers or any other Person or require Agent or any Lender to pay any amount to an indemnifying party pursuant to Section 16.4, the payment of which would place Agent or such Lender (or their Affiliates) in a less favorable net after-Tax position than such Person 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.

16.5 Survival. Each party's obligations under this Section 16 shall survive the resignation or replacement of Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Revolver Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

17. GENERAL PROVISIONS.

17.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Parent, each Borrower, Agent, and each Lender whose signature is provided for on the signature pages hereof.

17.2 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group or Parent or any Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5 Bank Product Providers. Each Bank Product Provider in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom Agent is acting. Agent hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Bank Product Obligations and that if reserves are established there is no obligation on the part of Agent to determine or insure whether the amount of any such reserve is appropriate or not. In connection with any such distribution of payments or proceeds of Collateral, Agent shall be entitled to assume no amounts are due or owing to any Bank Product Provider unless such Bank Product Provider has provided a written certification (setting forth a reasonably detailed calculation) to Agent as to the amounts

that are due and owing to it and such written certification is received by Agent a reasonable period of time prior to the making of such distribution. Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products, but may rely upon the written certification of the amount due and payable from the applicable Bank Product Provider. In the absence of an updated certification, Agent shall be entitled to assume that the amount due and payable to the applicable Bank Product Provider is the amount last certified to Agent by such Bank Product Provider as being due and payable (less any distributions made to such Bank Product Provider on account thereof). Borrowers may obtain Bank Products from any Bank Product Provider, although Borrowers are not required to do so. Each Borrower acknowledges and agrees that no Bank Product Provider has committed to provide any Bank Products and that the providing of Bank Products by any Bank Product Provider is in the sole and absolute discretion of such Bank Product Provider. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Product shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

17.6 Debtor-Creditor Relationship. The relationship between the Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein. Each Borrower and each other Loan Party and its Subsidiaries acknowledges that its business and financial relationships with the Lenders are unique from its relationship with any other of its creditors. Each Borrower and each other Loan Party and its Subsidiaries agrees that it shall not file any plan of arrangement under the CCAA or proposal under the BIA which provides for, or would permit, directly or indirectly, the Lenders to be classified with any other creditors of such Borrower and each other Loan Party and its Subsidiaries for purposes of such CCAA plan of arrangement, BIA proposal or otherwise.

17.7 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually

executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

17.8 Revival and Reinstatement of Obligations; Certain Waivers. If any member of the Lender Group or any Bank Product Provider repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of Collateral) previously paid or transferred to such member of the Lender Group or such Bank Product Provider in full or partial satisfaction of any Obligation or on account of any other obligation of any Loan Party under any Loan Document or any Bank Product Agreement, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code or any other Insolvency Law relating to fraudulent transfers, preferences, transfers at undervalue or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender Group or Bank Product Provider elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group or Bank Product Provider elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable costs, expenses, and attorneys' fees of such member of the Lender Group or Bank Product Provider related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist, and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Agent's Liens shall have been released or terminated, or (B) any provision of this Agreement shall have been terminated or cancelled, Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Loan Party in respect of such liability or any Collateral securing such liability. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

17.9 Confidentiality.

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding Parent and its Subsidiaries, their operations, assets, and existing and contemplated business plans ("Confidential Information") shall be treated by Agent and the Lenders in a confidential manner, and shall not be disclosed by Agent and the Lenders to Persons who are not parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the Persons in this clause (i), "Lender Group Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group (including the Bank Product Providers), provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 17.9, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be

required by statute, decision, or judicial or administrative order, rule, or regulation; provided, that (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Borrowers with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Borrowers pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation, and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Borrowers, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Borrowers with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Borrowers pursuant to the terms of the subpoena or other legal process, and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or the Lenders or the Lender Group Representatives), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information either subject to the terms of this Section 17.9 or pursuant to confidentiality requirements substantially similar to those contained in this Section 17.9 (and such Person may disclose such Confidential Information to Persons employed or engaged by them as described in clause (i) above), (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; provided, that prior to any disclosure to any Person (other than any Loan Party, Agent, any Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than any Borrower, Agent, any Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Borrowers with prior written notice thereof, and (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document.

(b) Anything in this Agreement to the contrary notwithstanding, (i) Agent may disclose information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services, and (ii) Agent may disclose information concerning the terms and conditions of this Agreement in its marketing or promotional materials, with such information to consist of deal terms and other information customarily found in such publications or marketing or promotional materials and may otherwise use the name, logos, and other insignia of any Borrower or the other Loan Parties and the Revolver Commitments provided hereunder in any "tombstone" or other advertisements, on its website or in other marketing materials of the Agent. No Lender may make any such announcement without the prior written consent of Agent (such consent of Agent to be given or withheld in Agent's sole and absolute discretion).

(c) The Loan Parties hereby acknowledge that Agent or its Affiliates may make available to the Lenders materials or information provided by or on behalf of Borrowers hereunder

(collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks, SyndTrak or another similar electronic system (the "Platform"). The Platform is provided "as is" and "as available". Agent does not warrant the accuracy or completeness of the Borrower Materials, or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by Agent in connection with the Borrower Materials or the Platform. In no event shall Agent or any of the Agent-Related Persons have any liability to the Loan Parties, any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or Agent's transmission of communications through the Internet, except to the extent the liability of such person is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such person's gross negligence or willful misconduct. The Loan Parties hereby acknowledge that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities). The Loan Parties shall be deemed to have authorized Agent and its Affiliates and the Lenders to treat Borrower Materials marked "PUBLIC" or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor" (or another similar term). Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as "Public Investor" (or such other similar term).

17.10 Survival. All representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Bank, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of, or any accrued interest on, any Loan or any fee or any other amount payable under this Agreement is outstanding or unpaid or any Letter of Credit is outstanding and so long as the Revolver Commitments have not expired or been terminated.

17.11 Patriot Act, Due Diligence. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In addition, Agent and each Lender shall have the right to periodically conduct due diligence on all Loan Parties, their senior management and key principals and legal and beneficial owners, including (a) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the Loan Parties, (b) OFAC/PEP searches and customary individual background checks for the Loan

Parties' senior management and key principals and (c) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the legal and beneficial owners of the Loan Parties. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by Agent shall constitute Lender Group Expenses hereunder and be for the account of Borrowers.

17.12 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. The foregoing to the contrary notwithstanding, all Bank Product Agreements, if any, are independent agreements governed by the written provisions of such Bank Product Agreements, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such Bank Product Agreement.

17.13 Administrative Borrower as Agent for Borrowers. Each Borrower hereby irrevocably appoints Administrative Borrower, as the borrowing agent and attorney-in-fact for all Borrowers which appointment shall remain in full force and effect unless and until Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes Administrative Borrower (a) to provide Agent with all notices with respect to Revolving Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents (and any notice or instruction provided by Administrative Borrower shall be deemed to be given by Borrowers hereunder and shall bind each Borrower), (b) to receive notices and instructions from members of the Lender Group (and any notice or instruction provided by any member of the Lender Group to Administrative Borrower in accordance with the terms hereof shall be deemed to have been given to each Borrower), and (c) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Revolving Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lender Group shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Lender Group to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each member of the Lender Group and hold each member of the Lender Group harmless against any and all liability, expense, loss or claim of damage or injury, made against the Lender Group by any Borrower or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Loan Account and Collateral of Borrowers as herein provided, or (ii) the Lender Group's relying on any instructions of Administrative Borrower, except that Borrowers will have no liability to the relevant Agent-Related Person or Lender-Related Person under this Section 17.13 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence

or willful misconduct of such Agent-Related Person or Lender-Related Person, as the case may be.

17.14 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Solely to the extent an Affected Financial Institution is a party to this Agreement and 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.

17.15 Canadian Anti-Terrorism Laws.

(a) Each Loan Party acknowledges that, pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, Sanctions and "know your client" laws, Agent and Lenders may be required to obtain, verify and record information regarding each Loan Party, its respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of such Loan Party, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Agent or any Lender, or any prospective assignee or participant of Agent or a Lender, in order to comply with any such laws, whether now or hereafter in existence.

(b) If Agent has ascertained the identity of any Loan Party or any authorized signatories of any Loan Party for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, Sanctions and "know your client" laws, then Agent:

(i) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and Agent within the meaning of such laws; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(c) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that Agent has no obligation to ascertain the identity of any Loan Party or any authorized signatories of any Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

17.16 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be the Spot Rate on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to Agent or any Lender from any Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to Agent or any Lender in such currency, Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable law). Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of 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.

17.18 Erroneous Payments.

(a) Each Lender, each Issuing Bank, each other Bank Product Provider and any other party hereto hereby severally agrees that if (i) Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or Issuing Bank or any Bank Product Provider (or the Lender which is an Affiliate of a Lender, Issuing Bank or Bank Product Provider) or any other Person that has received funds from Agent or any of its Affiliates, either for its own account or on behalf of a Lender, Issuing Bank or Bank Product Provider (each such recipient, a "Payment Recipient") that Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 17.18(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of Agent, and upon demand from Agent such Payment Recipient

shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to Agent at the greater of the Federal Funds Rate and a rate determined by Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by Agent for any reason, after demand therefor by Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of Agent and upon Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Revolver Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") to Agent or, at the option of Agent, Agent's applicable lending affiliate (such assignee, the "Agent Assignee") in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as Agent may specify) (such assignment of the Loans (but not Revolver Commitments) of the Erroneous Payment Impacted Loans, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by Agent Assignee as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, following the effectiveness of the Erroneous Payment Deficiency Assignment, Agent may make a cashless reassignment to the applicable assigning Lender of any Erroneous Payment Deficiency Assignment at any time by written notice to the applicable assigning Lender and upon such reassignment all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 13 and (3) Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, Agent (1) shall be subrogated to all the rights of such Payment Recipient and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by Agent to such Payment Recipient from any source, against any amount due to Agent under this Section 17.18 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by Agent from the Borrowers or any other Loan Party for the purpose of making a

payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this Section 17.18 shall survive the resignation or replacement of Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Revolver Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(g) The provisions of this Section 17.18 to the contrary notwithstanding, (i) nothing in this Section 17.18 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipient's receipt of an Erroneous Payment and (ii) there will only be deemed to be a recovery of the Erroneous Payment to the extent that Agent has received payment from the Payment Recipient in immediately available funds in the amount of the Erroneous Payment, whether directly from the Payment Recipient, as a result of the exercise by Agent of its rights of subrogation or set off as set forth above in clause (e) or as a result of the receipt by Agent Assignee of a payment of the outstanding principal balance of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment, but excluding any other amounts in respect thereof (it being agreed that any payments of interest, fees, expenses or other amounts (other than principal) received by Agent Assignee in respect of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of Agent Assignee and shall not constitute a recovery of the Erroneous Payment).

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

"Parent"

**PROJECT KENWOOD INTERMEDIATE
HOLDINGS III, LLC**

By: _____

Name: _____

Title: _____

"Administrative Borrower"

PROJECT KENWOOD ACQUISITION, LLC

By: _____

Name: _____

Title: _____

"Borrowers"

LAKEFRONT LINES, INC.
MEGABUS CANADA INC.
TRENTWAY-WAGAR (PROPERTIES) INC.
TRENTWAY-WAGAR INC.
COACH USA, INC.
DILLON'S BUS SERVICE, INC.
HUDSON TRANSIT LINES, INC.
CAM LEASING, LLC
COACH USA MBT, LLC
MEGABUS NORTHEAST, LLC
MEGABUS SOUTHEAST, LLC
VOYAVATION, LLC
MEGABUS USA, LLC
PACIFIC COAST SIGHTSEEING TOURS &
CHARTERS, INC.
COACH USA ILLINOIS, INC.
COACH LEASING, INC.
TRT TRANSPORTATION, INC.
TRI-STATE COACH LINES, INC.
MEGABUS WEST, LLC
COACH US ADMINISTRATION, INC.
ROUTE 17 NORTH REALTY, LLC
349 FIRST STREET URBAN RENEWAL CORP.
BARCLAY TRANSPORTATION SERVICES,
INC.
BARCLAY AIRPORT SERVICE, INC.
COLONIAL COACH CORP.
COMMUNITY COACH, INC.
COMMUNITY TRANSIT LINES, INC.
COMMUNITY TRANSPORTATION, INC.
ORANGE, NEWARK, ELIZABETH BUS, INC.
PERFECT BODY, INC.
SHORT LINE TERMINAL AGENCY, INC.
SUBURBAN MANAGEMENT CORP.
SUBURBAN TRANSIT CORP.
ROCKLAND COACHES, INC.
OLYMPIA TRAILS BUS COMPANY, INC.
INDEPENDENT TRAILS BUS COMPANY, INC.
CLINTON AVENUE BUS COMPANY
HUDSON TRANSIT CORPORATION
POWDER RIVER TRANSPORTATION
SERVICES, INC.
CHENANGO VALLEY BUS LINES, INC.
ROCKLAND TRANSIT CORPORATION

**MIDTOWN BUS TERMINAL OF NEW YORK,
INC.
THE BUS EXCHANGE, INC.
GAD-ABOUT TOURS, INC.
CENTRAL CAB COMPANY
CENTRAL CHARTERS & TOURS, INC.
TRANSPORTATION MANAGEMENT
SERVICES, INC.
BUTLER MOTOR TRANSIT, INC.
LENZNER TOURS, INC.
MEGABUS SOUTHWEST, LLC
KERRVILLE BUS COMPANY, INC.
ALL WEST COACHLINES, INC.
AMERICAN COACH LINES OF ATLANTA, INC.
SAM VAN GALDER, INC.
WISCONSIN COACH LINES, INC.
ELKO, INC.**

Each by:

By: _____
Name: Ross Kinnear
Title: Chief Financial Officer and Treasurer

"**Agent**" and a "**Lender**"

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____

Name: _____

Title: _____

"Lender"

US BANK, a national banking association

By: _____

Name: _____

Title: _____

"Lender"

CITY NATIONAL BANK, a national banking
association

By: _____

Name: _____

Title: _____

Schedule C-1**Revolver Commitments****New Money Commitments**

Lender	Revolving Loan Commitment
Wells Fargo Bank, N.A.	\$10,000,000
US Bank, National Association	\$7,500,000
City National Bank, National Association	\$2,500,000
Total	\$20,000,000

Transferred Commitments

Lender	Revolving Loan Commitment
Wells Fargo Bank, N.A.	\$89,984,780.23
US Bank, National Association	\$67,488,585.17
City National Bank, National Association	\$22,496,195.05
Total	\$179,969,560.45

Total Commitments

Lender	Revolving Loan Commitment
Wells Fargo Bank, N.A.	\$99,984,780.23
US Bank, National Association	\$74,988,585.17
City National Bank, National Association	\$24,996,195.05
Total	\$199,969,560.45

Schedule 1.1

As used in the Agreement, the following terms shall have the following definitions:

"Account Debtor" means any Person who is obligated on an Account, chattel paper, or a general intangible.

"Account Party" has the meaning specified therefor in Section 2.11(h) of the Agreement.

"Accounting Changes" means (i) with respect to GAAP, changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions), and (ii) with respect to IFRS, changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the IFRS Foundation or the International Accounting Standards Board (or any successor thereto or any agency with similar functions).

"Additional Certificate of Title Documentation" means any additional documentation required by Agent and necessary under applicable law to note Agent's Lien on a certificate of title.

"Additional Documents" has the meaning specified therefor in Section 5.13 of the Agreement.

"Adequate Protection Liens" has the meaning specified therefore in the Financing Order.

"Administration Charge" means the charge granted by the Canadian Court on the Collateral of the Canadian Loan Parties and Collateral located in Canada of the other Loan Parties in a maximum amount of \$500,000 to secure the professional fees and disbursements of the Information Officer and its counsel and Canadian counsel to the Loan Parties, in each case incurred in respect of the Recognition Proceedings, both before and after the making of the Canadian Interim DIP Recognition Order, which charge shall rank ahead of the Liens granted in respect of the Agent and Lenders hereunder and in the Canadian Interim DIP Recognition Order.

"Administrative Borrower" has the meaning specified therefor in the preamble to the Agreement.

"Administrative Questionnaire" has the meaning specified therefor in Section 13.1(a)(ii)(H) of the Agreement.

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

"Affected Lender" has the meaning specified therefor in Section 2.13(b) of the Agreement.

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by

contract, or otherwise; provided, that for purposes of Section 6.10 of the Agreement: (a) any Person which owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agent" has the meaning specified therefor in the preamble to the Agreement.

"Agent-Related Persons" means Agent, together with its Affiliates, officers, directors, employees, attorneys, and agents.

"Agent's Account" means the Deposit Account of Agent identified on Schedule A-1 to the Agreement (or such other Deposit Account of Agent that has been designated as such, in writing, by Agent to Borrowers and the Lenders).

"Agent Consultant" means any consultant, financial advisor, appraiser, or other professional engaged by Agent or any legal counsel to Agent.

"Agent's Liens" means the Liens granted by Parent or its Subsidiaries to Agent under the Loan Documents and securing the Obligations.

"Agreement" means the Credit Agreement to which this Schedule 1.1 is attached.

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Specified Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Margin" means, as of any date of determination, four percent (4.0%) per annum.

"Applicable Unused Line Fee Percentage" means, as of any date of determination, fifty basis points (0.50%).

"Application Event" means the occurrence of (a) a failure by Borrowers to repay all of the Obligations in full on the Maturity Date, (b) an Event of Default and the written election by Agent or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.4(b)(iii) of the Agreement, (c) the acceleration of the Obligations or (d) the occurrence of the Termination Date under and as defined in the Financing Order.

"Approved Budget" means the Initial Approved Budget as amended and supplemented by any Weekly Cash Flow Forecast delivered in accordance with Section 5.2(b) and approved by the Agent in accordance with Section 5.26.

"Assignee" has the meaning specified therefor in Section 13.1(a) of the Agreement.

"Assignment and Acceptance" means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1 to the Agreement.

"Authorized Person" means any one of the individuals identified on Schedule A-2 to the Agreement, as such schedule is updated from time to time by written notice from Administrative Borrower to Agent or any other individual identified by Administrative Borrower as an authorized person and authenticated through Agent's electronic platform or portal in accordance with its procedures for such authentication.

"Availability" means, as of any date of determination, the amount that Borrowers are entitled to borrow as Revolving Loans under Section 2.1 of the Agreement (after giving effect to the then outstanding Revolver Usage).

"Avoidance Action" means any and all claims and causes of action of any Borrower's estate arising under Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a), together with any proceeds therefrom.

"Avoided Payments" has the meaning set forth in Section 2.4(e)(iii).

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

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

"Bank Product" means any one or more of the following financial products or accommodations extended to Parent or its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial cards (including so-called "purchase cards" or "procurement cards" or "p-cards")), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services, or (f) transactions under Hedge Agreements.

"Bank Product Agreements" means those agreements entered into from time to time by Parent or its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

"Bank Product Collateralization" means providing cash collateral (pursuant to documentation satisfactory to Agent in its Permitted Discretion) to be held by Agent for the benefit of the Bank Product Providers (other than the Hedge Providers) in an amount determined by Agent as sufficient to satisfy the reasonably estimated credit exposure with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

"Bank Product Obligations" means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by Parent and its Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Agent or any Lender is obligated to pay to a Bank Product Provider as a result of Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to Parent or its Subsidiaries; provided, that in order for any item described in clause (a), (b) or (c) above, as applicable, to constitute "Bank Product Obligations", if the applicable Bank Product Provider is any Person other than Wells Fargo or its Affiliates, then the applicable Bank Product must have been provided on or after the Closing Date and Agent shall have received a Bank Product Provider Agreement within 10 days after the date of the provision of the applicable Bank Product to Parent or its Subsidiaries. Anything to the contrary contained in the foregoing notwithstanding, in no event shall Main Street Lending Debt constitute "Bank Product Obligations".

"Bank Product Provider" means any Lender or any of its Affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider; provided, that no such Person (other than Wells Fargo or its Affiliates) shall constitute a Bank Product Provider with respect to a Bank Product unless and until Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product within ten days after the provision of such Bank Product to Parent or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Bank Product Providers and the obligations with respect to Bank Products provided by such former Lender or any of its Affiliates shall no longer constitute Bank Product Obligations.

"Bank Product Provider Agreement" means an agreement in form and substance reasonably acceptable to Agent duly executed by the applicable Bank Product Provider, Borrowers, and Agent.

"Bank Product Reserves" means, as of any date of determination, those reserves that Agent has determined in its Permitted Discretion are necessary or appropriate to establish (based upon the Bank Product Providers' reasonable determination of their credit exposure to Parent and its Subsidiaries in respect of Bank Product Obligations) in respect of Bank Products then provided or outstanding.

"Bankruptcy Cases" means the cases of Debtors jointly administered under chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court, bearing case number 24-11258 and any superseding chapter 7 case or cases.

"Bankruptcy Code" means title 11 of the United States Code, as in effect from time to time.

"Bankruptcy Court" has the meaning specified in the recitals to this Agreement.

"Base Rate" means, for any day, the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day *plus* ½%, and (c) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any Employee Benefit Plan, Multiemployer Plan, Canadian Plan or Canadian Multiemployer Plan.

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

"BIA" means the Bankruptcy and Insolvency Act (Canada) as amended from time to time (or any successor statute).

"Board of Directors" means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower" and "Borrowers" have the respective meanings specified therefor in the preamble to the Agreement.

"Borrower Materials" has the meaning specified therefor in Section 17.9(c) of the Agreement.

"Borrowing" means a borrowing consisting of Revolving Loans made on the same day by the Lenders (or Agent on behalf thereof), or by Swing Lender in the case of a Swing Loan, or by Agent in the case of an Extraordinary Advance.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Canadian Borrowers" means each Canadian Subsidiary that is a party hereto on the Closing Date as a Borrower.

"Canadian Court" has the meaning specified therefore in the recitals to this Agreement.

"Canadian Defined Benefit Plan" means a pension plan for the purposes of any applicable pension benefits standards statute or regulation in Canada, which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Economic Sanctions and Export Control Laws" means any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including the Special Economic Measures Act (Canada), the United Nations Act, (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), Part II.1 of the Criminal Code (Canada) and the Export and Import Permits Act (Canada), and any related regulations.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Recognition Proceedings, which order shall be satisfactory in form and substance to Agent, which order shall recognize and enforce the Final Financing Order in Canada.

"Canadian Guarantee and Security Agreement" means the Guarantee and Security Agreement, dated as of even date with the Agreement, in form and substance reasonably satisfactory to Agent, by and among Megabus Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., 3376249 Canada Inc., 3329003 Canada Inc., 4216849 Canada Inc., Douglas Braund Investments Limited, the other Canadian Loan Parties from time to time party thereto and Agent.

"Canadian Guarantor" means each Canadian Borrower, 3376249 Canada Inc., 3329003 Canada Inc., 4216849 Canada Inc., Douglas Braund Investments Limited and each other Canadian Subsidiary (other than a Canadian Borrower) that Administrative Borrower elects, in its sole discretion, to join as a "Guarantor" in accordance with Section 5.11 of the Agreement.

"Canadian Initial Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to Agent, which order shall recognize the Bankruptcy Cases as foreign main proceedings under Part IV of the CCAA and shall grant an interim stay in Canada.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to Agent, which order shall, among other things, recognize the Interim Financing Order and provide for a super priority charge over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties in respect of the Agent's and the Lenders' claims. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian IP Security Agreement" has the meaning specified therefor in the Canadian Guarantee and Security Agreement.

"Canadian Loan Party" means each Canadian Borrower and Canadian Guarantor.

"Canadian Multiemployer Plan" means any plan which is a multi-employer pension plan as defined in applicable Canadian minimum pension benefits standards legislation, such as the Pension Benefits Standards Act, 1985 (Ontario) or a similar law of another provincial or federal

jurisdiction, and which is maintained or contributed to by a Canadian Borrower for any employee of any Canadian Borrower in respect of such employee's employment in Canada, but excluding statutory benefit plans, such as the Canada pension plan and Quebec pension plan, that a Canadian Borrower is required by federal or provincial statutes to participate in or contribute to in respect of its employees.

"Canadian Pension Event" means (a) the full or partial withdrawal from or windup of a Canadian Defined Benefit Plan by a Loan Party or any Subsidiary; or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of an amendment with the applicable Governmental Authority which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan; or (c) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan; or (d) any other event or condition or declaration or application which constitutes grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan; provided that, notwithstanding anything to the contrary, a Canadian Pension Event shall not include any event that relates to the partial wind-up or termination solely of a defined contribution component of a Canadian Defined Benefit Plan.

"Canadian Plan" means any plan that is a "registered pension plan" as defined in subsection 248(1) of the Income Tax Act (Canada) established, maintained or contributed to by a Loan Party or any of its Subsidiaries for its or any of its current or previous Affiliate's employees or former employees and includes for greater certainty "target benefit" and any Canadian Multiemployer Plan, but excluding the Canada pension plan and Quebec pension plan as maintained by the Government of Canada or the Province of Quebec, respectively.

"Canadian Priority Payables Reserves" means, reserves (determined from time to time by Agent in its Permitted Discretion) representing, without duplication:

(a) amounts owing by any Canadian Borrower, or the accrued amount for which any Canadian Borrower has an obligation to remit, to a Governmental Authority or other Person pursuant to any applicable law, rule or regulation, in respect of (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld, (ii) workers' compensation or employment insurance, (iii) vacation or holiday pay, and (iv) other like charges and demands, in each case to the extent that any Governmental Authority or other Person may claim a Lien, trust, deemed trust or other claim ranking or capable of ranking in priority to or pari passu with one or more of the Liens granted pursuant to the Loan Documents; and

(b) the aggregate amount of any other liabilities of the Canadian Borrowers (i) in respect of which a Lien, trust or deemed trust has been or may be imposed on any Collateral to provide for payment, (ii) in respect of rights or claims of suppliers under section 81.1 of the BIA; (iii) in respect of pension fund obligations, including in respect of unpaid or unremitted pension plan contributions, amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian pension plan (including "normal cost",

"special payments" and any other payments in respect of any funding deficiency or shortfall), (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Liens that do not have priority over Agent's Liens), or (v) in respect of directors and officers, debtor-in possession financing, administrative charges, critical supplier charges or shareholder charges; in each case, pursuant to any applicable law, rule or regulation and which such lien, trust, security interest, hypothec, pledge, charge, right, claim or Lien ranks or in the Permitted Discretion of Agent, would reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents (such as liens, trusts, security interests, hypothecs, pledges, charges, rights, claims or Liens in favor of employees or salespersons (including, without limitation, in respect of wages, salaries, commissions, vacation pay, or other compensation or amounts (including severance pay) payable under the Wage Earner Protection Program Act (Canada), the BIA or the CCAA, landlords, warehousemen, customs brokers, carriers, mechanics, repairmen, materialmen, labourers, or suppliers, or liens, trusts, security interests, hypothecs, pledges, charges, rights or claims for ad valorem, excise, sales, or other taxes where given priority under applicable law).

"Canadian Recognition Orders" means (i) the Canadian Initial Recognition Order, the Canadian Supplemental Order and the applicable DIP Recognition Order at such time in form and substance satisfactory to Agent and (ii) and any other order of the Canadian Court issued from time to time in form and substance satisfactory to Agent.

"Canadian Subsidiary" means, any Subsidiary of Parent incorporated or organized under the laws of Canada or any province or territory thereof.

"Canadian Supplemental Order" means an order of the Canadian Court, in form and substance satisfactory to Agent, and the Lenders, which order shall grant customary additional relief in the Recognition Proceedings.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

"Carveout" has the meaning specified therefor in the Interim Financing Order or the Final Financing Order, as applicable, which shall include an amount up to the amount set forth in the Recognition Proceedings for the benefit of the beneficiaries of the Administration Charge (without duplication).

"Carveout Termination Date" means the earliest of (a) the occurrence of a Default or Event of Default notification to Borrowers of such uncured Default or Event of Default, (b) the date on which the Existing Obligations and Obligations have been paid in full and (c) the Maturity Date.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act, Public Law 116-136, as amended (including any successor thereto) and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, regardless of the date enacted, adopted, issued or implemented.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or the government of Canada or issued by any agency thereof and backed by the full faith and credit of the United States or Canada, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state or province of the United States or Canada, as applicable, or any political subdivision of any such state or province or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's, (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or Canada or any state or province thereof or the District of Columbia or any United States or Canadian branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$1,000,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or Canada or any state or province thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation or the Canada Deposit Insurance Corporation, as applicable, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) above or recognized securities dealer having combined capital and surplus of not less than \$1,000,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clause (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"Cash Management Order" means that certain Interim Order (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief

"Cash Management Services" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other customary cash management arrangements.

"Casualty Event" shall mean any involuntary loss of, damage to or any destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any property of Parent or any of its Subsidiaries.

"CCAA" means the Companies' Creditors Arrangement Act (Canada), as amended from time to time (or any successor statute).

"CCQ" means the Civil Code of Quebec.

"Change in Law" means the occurrence after the date of the Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority, or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided that notwithstanding anything in the Agreement 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) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canada or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

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

(a) at any time prior to a Qualified IPO, any combination of Permitted Holders shall fail to beneficially (within the meaning of Rules 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date) own and control, directly or indirectly, in the aggregate Equity Interests representing at least a majority of the aggregate ordinary voting power and economic equity interests represented by the issued and outstanding Equity Interests of Parent;

(b) at any time on and after a Qualified IPO, any person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), but excluding (x) any employee benefit plan of such person and its Subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan and (y) any combination of Permitted Holders, shall have (1) directly or indirectly, acquired beneficial ownership or control of Equity Interests representing 35% or more of the aggregate voting power represented by the issued and outstanding Equity Interests of the Relevant Public Company or (2) acquired beneficial ownership or control of the aggregate voting power represented by the issued and outstanding Equity Interests of the Relevant Public Company in excess of those interests owned or controlled by the Permitted Holders at such time;

(c) Parent shall cease to own and control, directly or indirectly, 100% of the Equity Interests of any other Loan Party;

(d) Administrative Borrower shall cease to own and control, directly or indirectly, 100% of the Equity Interests of any other Loan Party (other than Parent); or

(e) during the Bankruptcy Cases, the occurrence of a change in the composition of the Board of Directors of Parent such that a majority of the members of such Board of Directors are not Continuing Directors.

"Chief Restructuring Officer" means a full-time chief restructuring officer of Borrowers acceptable to Agent that is selected and appointed by Borrowers pursuant to the terms of an engagement agreement acceptable to Agent. As of the Closing Date, the Chief Restructuring Officer is Spencer M. Ware of CR3 Partners, LLC under and pursuant to the CR3 Engagement Agreement.

"Closing Date" means June 12, 2024.

"Code" means the New York Uniform Commercial Code, as in effect from time to time.

"Collateral" means all assets and interests in assets, including Real Property, and proceeds thereof now owned or hereafter acquired by Parent or its Subsidiaries in or upon which a Lien is granted by such Person in favor of Agent or the Lenders under any of the Loan Documents or pursuant to the Financing Order. Without limitation of the foregoing, subject to the terms of the Interim Financing Order, Final Financing Order and the Carveout, the Collateral shall include all proceeds of any and all Avoidance Actions.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, any Loan Party's books and records, Fleet Assets or Spare Parts, in each case, in form and substance satisfactory to Agent in its Permitted Discretion.

"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.

"Committees" means, collectively, the official committee of unsecured creditors and any other committee formed, appointed or approved in any Bankruptcy Case.

"Confidential Information" has the meaning specified therefor in Section 17.9(a) of the Agreement.

"Continuing Director" means (a) any member of the Board of Directors who was a director (or comparable manager) of Parent on the Closing Date, (b) any individual who becomes a member of the Board of Directors after the Closing Date if such individual was approved, appointed or nominated for election to such Board of Directors by (i) individuals referred to in clause (a) above constituting at the time of such election or nomination at least a majority of such Board of Directors or (ii) individuals referred to in clauses (a) and (b)(i) above constituting at the time of such election or nomination at least a majority of such Board of Directors.

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

"Control Agreement" means a control agreement or "blocked account agreement," in form and substance satisfactory to Agent in its Permitted Discretion, executed and delivered by one or more Loan Parties, Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account); provided that no Control Agreements shall be required for any Excluded Account.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with such Person, and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; provided, however, that a Controlled Investment Affiliate shall not be an operating "portfolio company" of any Person.

"Covered Entity" means any of the following:

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

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

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

"Covered Party" has the meaning specified therefor in Section 17.17 of this Agreement.

"CR3 Engagement Agreement" means that certain Engagement Agreement dated as of December 2023, by and between CR3 Partners, LLC and Coach USA, Inc., as amended, supplemented, or otherwise modified from time to time in form and substance satisfactory to Agent.

"Credit Card Agreement" shall mean all agreements between any Borrower and any Credit Card Processor or Credit Card Issuer.

"Credit Card Accounts" shall mean all Accounts consisting of the rights of a Borrower to payment (including each "payment intangible" (as defined in the UCC)) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Borrower resulting from charges on credit or debit cards issued by such Credit Card Issuer or Credit Card Processor (or accepted by such Credit Card Processor in the case of a digital payments platform provider), as applicable, in connection with the sale or performance of services by a Borrower, in each case, in the ordinary course of business.

"Credit Card Issuer" shall mean any Person (other than a Loan Party) who issues or whose members issue credit cards, including, MasterCard or VISA bank credit or debit cards, and other bank credit or debit cards issued by or through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International, American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards issued by issuers approved by the Agent in its Permitted Discretion.

"Credit Card Notifications" means any notification delivered to Credit Card Issuers or Credit Card Processors in the form attached as Exhibit R-1 to the Existing Credit Agreement, or such other form acceptable to Agent in its Permitted Discretion.

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary (including any digital payments platform provider, including PayPal, Apple Pay and Alipay) that facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales or services involving credit card or debit card payments by Customers using credit cards or debit cards issued by any Credit Card Issuer.

"Current Appraisal" means, with respect to any Fleet Assets, the most recent appraisal thereof obtained by or delivered to the Agent in accordance with Section 5.7. It is understood and agreed that Hilco Valuation Services, LLC is an acceptable appraiser.

"Custodian" means Dealertrack, Inc. or such other custodian reasonably agreed between the Agent and the Administrative Borrower.

"Customer" means the Account Debtor with respect to an Account owing in connection with a credit card transaction and/or the purchaser, or prospective purchaser, of goods, services or both, whether with respect to any contract or contract right or otherwise, and/or any party who enters into or proposes to enter into any contract or other arrangement with any Borrower, pursuant to which such Borrower is to deliver any personal property or perform any services.

"D&O Charge" means the charge granted by the Canadian Court on the Collateral of the Canadian Borrowers and the Canadian Guarantors to secure the indemnification provided to the current directors and officers of the Canadian Borrowers and Canadian Guarantors for obligations and liabilities that they may incur as directors and officers of the Canadian Borrowers and Canadian Guarantors after the commencement of the Bankruptcy Cases (including, for greater certainty, any applicable obligations and liabilities of such directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Borrowers and Canadian Guarantors, whether or not any such employee was terminated prior to or after the commencement of the Bankruptcy Cases); provided that such charge shall not exceed \$3,900,000 in the aggregate and such amount shall be reduced to an amount not to exceed \$450,000 in the aggregate (or such amount otherwise agreed by the Agent) after the sale of the Collateral of the Canadian Borrowers and Canadian Guarantors, in each case consisting of "core assets", in connection with the Core Stalking Horse Purchase Agreement or otherwise, which sales shall have provided for the ongoing employment of substantially all of the Canadian employees and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Borrowers that were secured under the D&O Charge.

"D&O Reserve" means a reserve established by Agent in its Permitted Discretion with respect to claims related to the D&O Charge.

"Debtor" has the meaning specified therefor in the Recitals to the Agreement.

"Deed of Hypothec" means the Deed of Hypothec dated the Closing Date and executed by certain Canadian Loan Parties.

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

"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 that (a) has failed to fund any amounts required to be funded by it under the Agreement on the date that it is required to do so under the Agreement (including the failure to make available to Agent amounts required pursuant to a Settlement or to make a required payment in connection with a Letter of Credit Disbursement), (b) notified Borrowers, Agent, or any Lender in writing that it does not intend to comply with all or any portion of its funding obligations under the Agreement, (c) has made a public statement to the effect that it does not intend to comply with its funding obligations under the Agreement or under other agreements generally (as reasonably determined by Agent) under which it has committed to extend credit, (d) failed, within one Business Day after written request by Agent, to confirm that it will comply with the terms of the Agreement relating to its obligations to fund any amounts required to be funded by it under the Agreement, (e) otherwise failed to pay over to Agent or any other Lender any other amount required to be paid by it under the Agreement on the date that it is required to do so under the Agreement, unless the subject of a good faith dispute, (f)(i) becomes or is insolvent or has a parent company that has become or is insolvent, or (ii) becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (g) has, or has a direct or indirect parent company that has, become the subject of a Bail-in Action.

"Defaulting Lender Rate" means (a) for the first three days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Revolving Loans (inclusive of the Applicable Margin applicable thereto).

"Deposit Account" means any deposit account (as that term is defined in the Code) or, in the case of a Canadian Loan Party, any account maintained for the deposit of funds.

"Designated Account" means the Deposit Account of Administrative Borrower identified on Schedule D-1 to the Agreement (or such other Deposit Account of Administrative Borrower located at Designated Account Bank that has been designated as such, in writing, by Borrowers to Agent).

"Designated Account Bank" has the meaning specified therefor on Schedule D-1 to the Agreement (or such other bank that is located within the United States that has been designated as such, in writing, by Borrowers to Agent).

"DIP Liens" means the Liens granted to the Agent under the Loan Documents and authorized by the Financing Order or the DIP Recognition Order.

"DIP Recognition Order" means the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, whichever is in effect as of the relevant date in question.

"Disqualified Equity Interests" means any Equity Interest that, 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), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Revolver Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified 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 180 days after the Maturity Date.

"Dollars" or "\$" means United States dollars.

"Domestic Subsidiary" means, as to any Person, any Subsidiary of such Person incorporated or organized under the laws of the United States, any state thereof or the District of Columbia.

"Dominion Account" means an account at Agent over which Agent has exclusive control for withdrawal purposes pursuant to the terms and provisions of this Agreement and the other Loan Documents.

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"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 clause (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 delegatee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Transferee" means (a) any Lender (other than a Defaulting Lender), any Affiliate of any Lender and any Related Fund of any Lender, and (b) (i) a commercial bank organized under the laws of the United States or any state thereof, and having total assets in excess of \$1,000,000,000, (ii) a savings and loan association or savings bank organized under the laws of

the United States or any state thereof, and having total assets in excess of \$1,000,000,000, (iii) a commercial bank organized under the laws of any other country or a political subdivision thereof; provided, that (A) (x) such bank is acting through a branch or agency located in the United States, or (y) such bank is organized under the laws of a country that is a member of the Organization for Economic Cooperation and Development or a political subdivision of such country, and (B) such bank has total assets in excess of \$1,000,000,000, and (c) any other entity (other than a natural person) that is an "accredited investor" (as defined in Regulation D under the Securities Act) that extends credit or buys loans as one of its businesses including insurance companies, investment or mutual funds and lease financing companies, and having total assets in excess of \$1,000,000,000.

"Employee Benefit Plan" means any pension plan as defined in Section 3(2) of ERISA other than a Multiemployer Plan, which is subject to ERISA Title IV or Section 412 or 430 of the IRC and which is sponsored, maintained or contributed to by (or to which there is an obligation to contribute of) a Borrower or any Subsidiary of a Borrower or with respect to which a Borrower or a Subsidiary thereof has, or may have, any liability, including, for greater certainty, liability arising from an ERISA Affiliate. For avoidance of doubt, the term "Employee Benefit Plan" shall not include a Canadian Plan or a Canadian Multiemployer Plan.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of, or liabilities under, Environmental Laws or Releases of Hazardous Materials from or onto any (a) assets, properties, or businesses of any Borrower, any Subsidiary of any Borrower, or any of their predecessors in interest, (b) adjoining properties or businesses, or (c) facilities which received Hazardous Materials generated by any Borrower, any Subsidiary of any Borrower, or any of their predecessors in interest.

"Environmental Law" means any applicable federal, state, provincial, territorial, municipal, foreign or local statute, law, rule, regulation, ordinance, code, permit, governmental restriction, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect, and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on Parent or its Subsidiaries, relating to the environment, the effect of the environment on employee health, or Hazardous Materials.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs and expenses, contingent or otherwise (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of Remedial Actions), indemnities, fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority, contractor or any third party for Environmental Liabilities.

"Equipment" means equipment (as that term is defined in the Code or the PPSA, as applicable).

"Equity Interest" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

"Equivalent Amount" means, on any date, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in another currency, the equivalent amount thereof in Dollars into which such currency may be converted at the Spot Rate on such date.

"ERISA" means the Employee Retirement Income Security Act of 1974, and, unless the context indicates otherwise, the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of this Agreement and any successor Section thereof.

"ERISA Affiliate" means each person (as defined in Section 3(9) of ERISA) which together with any Borrower or any Subsidiary of a Borrower would be deemed to be a "single employer" within the meaning of Section 414(b) or 414(c) of the IRC and solely with respect to Section 412 of the IRC, Section 414(b), 414(c), 414(m) or 414(o) of the IRC.

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

Plan, (j) the filing of any request for or receipt of a minimum funding waiver under Section 412(c) of the IRC with respect to any Benefit Plan, (k) a determination that any Benefit Plan is in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the IRC), (l) the receipt by Borrowers or any of their respective Subsidiaries or any ERISA Affiliate of any notice, that a Multiemployer Plan is, or is expected to be, in endangered or critical status under Section 305 of ERISA, or (m) any other extraordinary event or condition with respect to a Benefit Plan which could reasonably be expected to result in a Lien or any acceleration of any statutory requirement to fund all or a substantial portion of the unfunded accrued benefit liabilities of such plan.

"Erroneous Payment" has the meaning specified therefor in Section 17.18 of the Agreement.

"Erroneous Payment Deficiency Assignment" has the meaning specified therefor in Section 17.18 of the Agreement.

"Erroneous Payment Impacted Loans" has the meaning specified therefor in Section 17.18 of the Agreement.

"Erroneous Payment Return Deficiency" has the meaning specified therefor in Section 17.18 of the Agreement.

"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 therefor in Section 8 of the Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as in effect from time to time.

"Excluded Account" means (i) a Deposit Account or Securities Account constituting a withholding tax account (including any sales tax account), trust account, or escrow account used exclusively for such purposes and maintained for the benefit of unaffiliated third parties, and (ii) a Deposit Account exclusively used for payroll, payroll taxes, workers' compensation, deferred compensation and other employee wage and benefit payments to or for any Loan Party's or its Subsidiaries' employees.

"Excluded Swap Obligation" means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Loan Party of (including by virtue of the joint and several liability provisions of Section 2.16), or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

"Excluded Taxes" means (a) any tax imposed on or measured by the net income or net profits of any Lender or any Participant (including any branch profits or franchise taxes), in each case (i) imposed by the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender or such Participant is organized or the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender's or such Participant's principal office is located, or (ii) as a result of a present or former connection between such Lender or such Participant and the jurisdiction or taxing authority imposing the tax (other than any such connection arising solely from such Lender or such Participant having executed, delivered or performed its obligations or received payment under, enforced its rights or remedies under or sold or assigned an interest in the Agreement or any other Loan Document), (b) taxes resulting from a Lender's or a Participant's failure to comply with the requirements of Section 16.2 of the Agreement, (c) any United States federal withholding taxes that would be imposed on amounts payable to a Lender based upon the applicable withholding rate in effect at the time such Lender becomes a party to the Agreement (or designates a new lending office), other than (i) any amount that such Lender (or its assignor, if any) was previously entitled to receive pursuant to Section 16.1 of the Agreement, if any, with respect to such withholding tax at the time such Lender becomes a party to the Agreement (or designates a new lending office), and (ii) additional United States federal withholding taxes that may be imposed after the time such Lender becomes a party to the Agreement (or designates a new lending office), as a result of a change in law, rule, regulation, order or other decision with respect to any of the foregoing by any Governmental Authority, (d) any withholding taxes imposed under FATCA and (e) any Canadian federal withholding taxes imposed on a Lender or Participant as a result of such Lender or Participant not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with a Canadian Borrower at the time of such payment (other than where the non-arm's length relationship arises, as a result of such Lender or Participant having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document).

"Existing Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent for the Existing Lenders.

"Existing Bank Product Obligations" means "Bank Product Obligations" as defined in the Existing Credit Agreement.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of April 16, 2019, by and among Parent, Borrowers, the Existing Lenders and Existing Agent, as administrative agent, as amended from time to time.

"Existing Intercompany Subordination Agreement" means the "Intercompany Subordination Agreement" as defined in the Existing Credit Agreement.

"Existing Hedge Agreements" means any Hedge Agreement entered into by any Loan Party or any Subsidiary that is (a) outstanding on the Closing Date and (b) listed on Schedule H-1.

"Existing Lenders" means the lenders from time to time party to the Existing Credit Agreement.

"Existing Letters of Credit" has the meaning set forth in Section 2.11 of the Agreement.

"Existing Loan Documents" means "Loan Documents" as defined in the Existing Credit Agreement.

"Existing Secured Obligations" means all outstanding principal, accrued interest, accrued fees and expenses and any other indebtedness and amounts owing to Existing Lenders (or the agents therefor) under the Existing Loan Documents and all Existing Bank Product Obligations (in any event excluding, for the avoidance of doubt, upon the Closing Date, the reimbursement obligations with respect to the Existing Letters of Credit that are deemed to be reissued as Letters of Credit hereunder on the Closing Date).

"Extraordinary Advances" has the meaning specified therefor in Section 2.3(d)(iii) of the Agreement.

"Extraordinary Receipts" means any payments received by any Loan Party or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Sections 2.4(e)(ii), (iii), (v) and (vi) of this Agreement) consisting of (i) proceeds of judgments, proceeds of settlements, or other consideration of any kind received in connection with any cause of action or claim (and not consisting of proceeds described in Sections 2.4(e)(ii), (iii), (v) and (vi) of this Agreement), (ii) indemnity payments (other than to the extent such indemnity payments are immediately payable to a Person that is not an Affiliate of any Loan Party or any of its Subsidiaries), and (iii) any purchase price adjustment received in connection with any purchase agreement.

"FATCA" means Sections 1471 through 1474 of the IRC, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any intergovernmental agreements relating to the foregoing, including any law, regulation or administrative rule implementing such agreement, and any agreements entered into pursuant to Section 1471(b)(1) of the IRC.

"FCPA" means the Foreign Corrupt Practices Act of 1977, and the Corruption of Foreign Public Officials Act (Canada), in each case as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Agent from three Federal funds brokers of recognized standing selected by it (and if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Fee Letter" means that certain amended and restated fee letter, dated even date with the Agreement, among Parent, Borrowers and Agent, in form and substance reasonably satisfactory to Agent.

"Final Financing Order" means the "Final Order" as defined in the Interim Financing Order, which order is in effect and not stayed, together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to Agent, in its sole discretion.

"Financial Officer" of any Person means the chief financial officer, principal accounting officer, treasurer or controller of such Person, and any other financial officer having a role similar to any of the foregoing.

"Financial Officer Certification" means, with respect to the financial statements for which such certification is required, the certification of the chief executive officer, chief financial officer or controller of Administrative Borrower that such financial statements fairly present, in all material respects, the financial condition of Administrative Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"Financing Order" means (a) until the entry of the Final Financing Order, the Interim Financing Order, and (b) from and after entry of the Final Financing Order, the Final Financing Order, together with all amendments, modifications and supplements to such Interim Financing Order or Final Financing Order, as applicable, which are acceptable to Agent in its sole discretion.

"Fleet Assets" means (a) any Equipment owned by a Borrower that is revenue earning equipment, or is classified as "revenue earning equipment" in the consolidated financial statements of the Administrative Borrower, and any other Equipment otherwise included in the Current Appraisal, and (b) any support Equipment owned by a Borrower.

"Fleet Asset Perfection Requirements" means, (a) with respect to any Fleet Asset owned by Loan Party that is not a Canadian Loan Party, the Borrowers have delivered to the Custodian (i) the certificate of title representing such Fleet Asset (x) in the case of Fleet Assets with respect to which the certificate of title is in possession of the Administrative Borrower on the Closing Date, no later than 3 Business Days following the Closing Date, and (y) in the case of all other certificates of title, no later than 3 Business Days following the date such certificate of title is first issued to or otherwise received by the applicable Borrower (in each case, or such later date as the Agent may agree in its Permitted Discretion), and (ii) the Additional Certificate of Title Documentation relating to such certificate of title within the later of (x) the date the related certificate of title is delivered to the Agent (or 3 Business Days following the Closing Date in the case of certificates of title in the possession of the Administrative Borrower on the Closing Date) and (y) 3 Business Days after the Administrative Borrower is notified by the Agent that such additional documentation is required to note Agent's Lien on such certificate of title under applicable law (in each case, or such later date as the Agent may agree in its Permitted Discretion), and (b) with respect to any Fleet Asset owned by a Canadian Loan Party, the vehicle identification number for such Fleet Asset has been provided to the Agent (or its designee) no later than (i) in the case of Fleet Assets existing on the Closing Date, 3 Business Days of the Closing Date, and (ii) in the case of all other Fleet Assets, no later than 3 Business Days following the date on which such Fleet Asset is acquired (in each case, or such later date as the Agent may agree in its Permitted Discretion); provided that, notwithstanding the deadlines set forth in the foregoing clauses (a) and (b), (A) upon delivery of any certificate of title representing a Fleet Asset (other than Fleet Assets of a Canadian Borrower) or (B) upon providing the Agent with the vehicle identification number

of a Fleet Asset (in the case of Fleet Assets of a Canadian Borrower), the Fleet Asset Perfection Requirements shall be deemed satisfied with respect to such Fleet Asset so long as, in the case of the foregoing clause (A) only, the Borrowers are in compliance with the requirements of the foregoing clause (a)(ii) with respect to such Fleet Asset.

"Flood Laws" means the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, and related laws, rules and regulations, including any amendments or successor provisions.

"Flood Program" means the National Flood Insurance Program created by the U.S. Congress pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004, in each case as amended from time to time, and any successor statutes.

"Floor" means a rate of interest equal to 1%.

"Foreign Representative" has the meaning specified therefor in the recitals to this Agreement.

"Foreign Subsidiaries" means each Subsidiary of Parent that is not a Domestic Subsidiary.

"Funded Indebtedness" means, as of any date of determination, with respect to Administrative Borrower and its Subsidiaries on a consolidated basis, an amount equal to the sum (without duplication) of the aggregate principal amount of the following Indebtedness: (a) all obligations for borrowed money of such Person; (b) all obligations evidenced by bonds, debentures, notes, or other similar instruments of such Person and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products of such Person; and (c) all obligations of such Person as a lessee under Capital Leases; provided that (x) performance bonds, completion guarantees and other obligations of a like nature incurred in the ordinary course of business and (y) letters of credit (including any Letters of Credit) shall not be included in the calculation of Funded Indebtedness, except to the extent that amounts thereunder remain unreimbursed for more than 5 Business Days after the date on which such amount is drawn and due and payable.

"Funding Date" means the date on which a Borrowing occurs.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

"Governing Documents" means, with respect to any Person, its certificate or articles of incorporation or formation, memorandum of association, its by-laws or operating agreement, or other organizational or constating documents of such Person.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or

pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means (a) Parent, and (b) each Subsidiary of Parent that (i) is a party to the Guaranty and Security Agreement as a "Guarantor" on the Closing Date, (ii) is a party to the Canadian Guarantee and Security Agreement as a "Guarantor" on the Closing Date, and (iii) any other Person that is a debtor in the Bankruptcy Cases or is required from time to time to become a Guarantor pursuant to the terms hereof.

"Guaranty and Security Agreement" means the Guaranty and Security Agreement, dated as of even date with the Agreement, in form and substance reasonably satisfactory to Agent, by and among the Loan Parties (other than the Canadian Loan Parties) and Agent.

"Hazardous Materials" means (a) materials, substances or wastes that are defined or listed in, or otherwise classified pursuant to, any Environmental Law as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "toxic wastes" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity", (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, (d) asbestos in any form and (e) polychlorinated biphenyls.

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Hedge Obligations" means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Parent and its Subsidiaries arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with one or more of the Hedge Providers.

"Hedge Provider" means any Lender or any of its Affiliates; provided, that no such Person (other than Wells Fargo or its Affiliates) shall constitute a Hedge Provider unless and until Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Hedge Agreement within ten days after the execution and delivery of such Hedge Agreement with Parent or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Hedge Providers and the obligations with respect to Hedge Agreements entered into with such former Lender or any of its Affiliates shall no longer constitute Hedge Obligations.

"IFRS" means the International Financial Reporting Standards issued by the IFRS Foundation and the International Accounting Standards Board.

"Indebtedness" as to any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital

Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) any obligation of such Person owed for all or any part of the deferred purchase price of property or services, including any earn-out obligations, purchase price adjustments and profit-sharing arrangements arising from purchase and sale agreements (excluding (i) trade payables incurred in the ordinary course of business that are not overdue by more than 180 days, and (ii) any working capital adjustments, purchase price holdbacks), (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Equity Interests of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

"Indemnified Liabilities" has the meaning specified therefor in Section 10.3 of the Agreement.

"Indemnified Person" has the meaning specified therefor in Section 10.3 of the Agreement.

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

"Information Officer" means Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer in the Recognition Proceedings.

"Initial Approved Budget" means the 13-week operating budget (or such shorter, or longer, period, as applicable, to coincide with the Life of the Case) setting forth, on a consolidated basis with respect to the Loan Parties and their respective Subsidiaries, all forecasted consolidated cash receipts, consolidated cash disbursements and consolidated net cash flow on a weekly basis for the relevant period beginning as of the week of the Filing Date, broken down by week, including the anticipated weekly uses of the proceeds of the Loans for such period, which shall include, among other things, available cash, cash flow, total distributions (including trade payables and ordinary course expenses and total expenses, fees and expenses relating to the Loans, fees and expenses related to the Bankruptcy Cases, and working capital and other general corporate needs), which forecast shall be in form and substance reasonably satisfactory to the Agent. Such Initial Approved Budget shall be in the form set forth in Exhibit B-2 hereto. For all purposes hereunder, the Initial Approved Budget shall constitute an "Approved Budget".

"Insolvency Laws" means (i) the Bankruptcy Code, (ii) the *Bankruptcy and Insolvency Act (Canada)*, (iii) the CCAA, (iv) the *Winding-Up and Restructuring Act (Canada)*, (v) the *Canada*

Business Corporations Act (Canada) or provincial corporate laws where such statute is used by a Person to propose an arrangement or compromise of some or all of the debts of a Person or a stay of proceedings to enforce some or all claims of creditors against a Person, and/or (vi) any similar legislation in a relevant jurisdiction, in each case as applicable and as in effect from time to time.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other applicable Insolvency Laws, each as now and hereafter in effect, any successors to such statutes, and any similar laws in any jurisdiction including, without limitation, any laws relating to assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief (including the Bankruptcy Cases and the Recognition Proceedings) and any law permitting a debtor to obtain a stay or a compromise of the claims of its creditors.

"Insurance Subsidiary" means any direct or indirect Wholly-Owned Subsidiary of Parent that is a captive insurer or risk retention group.

"Interim Financing Order" means collectively, the order of the Bankruptcy Court entered in the Bankruptcy Cases after an interim hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to Agent, in its sole discretion, which, among other matters but not by way of limitation, authorizes, on an interim basis, Debtors to execute and perform under the terms of this Agreement and the other Loan Documents.

"Inventory" means inventory (as that term is defined in the Code or, in the case of a Canadian Loan Party, the PPSA or the CCQ).

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) bona fide accounts receivable arising in the ordinary course of business), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment, minus any actual returns of capital received in cash in respect of such Investment (not to exceed the original amount invested).

"Investment Banker" has the meaning specified therefor in Section 5.22 of the Agreement.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the Issuing Bank for use.

"Issuer Document" means, with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by a Borrower in favor of Issuing Bank and relating to such Letter of Credit.

"Issuing Bank" means Wells Fargo or any other Lender that, at the request of Borrowers and with the consent of Agent, agrees, in such Lender's sole discretion, to become an Issuing Bank for the purpose of issuing Letters of Credit pursuant to Section 2.11 of the Agreement.

"Landlord Reserve" means, as to each location at which a Borrower or Guarantor has Spare Parts or Fleet Assets located or books and records with respect to Accounts located and as to which (x) a Collateral Access Agreement has not been received by Agent and (y) any Spare Parts or Fleet Assets at such location is subject to perfected or statutory Liens which are pari passu with or have priority over the Liens in favor of Agent, a reserve established by Agent in its Permitted Discretion.

"Lender" has the meaning set forth in the preamble to the Agreement, shall include Issuing Bank and the Swing Lender, and shall also include any other Person made a party to the Agreement pursuant to the provisions of Section 13.1 of the Agreement and "Lenders" means each of the Lenders or any one or more of them.

"Lender Group" means each of the Lenders (including Issuing Bank and the Swing Lender) and Agent, or any one or more of them.

"Lender Group Expenses" means all (a) costs or expenses (including taxes and insurance premiums) required to be paid by Parent or its Subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) reasonable and documented out-of-pocket fees or charges paid or incurred by Agent in connection with the Lender Group's transactions with Parent and its Subsidiaries under any of the Loan Documents, including, photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to Parent or its Subsidiaries, (d) Agent's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Borrower (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (e) customary charges imposed or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (f) reasonable documented out-of-pocket costs and expenses paid or incurred by the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (g) field examination, appraisal, and valuation fees and expenses of Agent related to any field examinations, appraisals, or valuation to the extent of the fees and charges provided in Section 2.10 of the Agreement, (h) [reserved], (i) Agent's reasonable costs and expenses (including attorneys' fees and expenses) relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents or otherwise in connection with the transactions contemplated by the Loan Documents, Agent's Liens in and to the Collateral, or the Lender Group's relationship with Parent or any of its Subsidiaries, (j) Agent's costs and

expenses (including reasonable documented attorneys' fees and due diligence expenses) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including reasonable costs and expenses relative to CUSIP, DXSyndicateTM, SyndTrak or other communication costs incurred in connection with a syndication of the loan facilities), or amending, waiving, or modifying the Loan Documents, and (k) Agent's and each Lender's reasonable documented costs and expenses (including reasonable documented attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning Parent or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether a lawsuit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action with respect to the Collateral.

"Lender Group Representatives" has the meaning specified therefor in Section 17.9(a) of the Agreement.

"Lender-Related Person" means, with respect to any Lender, such Lender, together with such Lender's Affiliates, officers, directors, employees, attorneys, and agents.

"Letter of Credit" means a letter of credit (as that term is defined in the Code) issued by Issuing Bank.

"Letter of Credit Collateralization" means, with respect to any Letter of Credit, either (a) providing cash collateral (pursuant to documentation satisfactory to Agent in its Permitted Discretion, including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses provided for in Section 2.11(k) of the Agreement (including any fronting fees) will continue to accrue while the Letters of Credit are outstanding) to be held by Agent for the benefit of the Revolving Lenders in an amount equal to 105% (or 115% with respect to Letters of Credit issued in a currency other than Dollars) of the then existing Letter of Credit Usage applicable to such Letter of Credit, (b) delivering to Agent documentation executed by all beneficiaries under such Letters of Credit, in form and substance satisfactory to Agent in its Permitted Discretion and Issuing Bank, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Agent with a standby letter of credit, in form and substance satisfactory to Agent in its Permitted Discretion, from a commercial bank acceptable to Agent (in its sole discretion) in an amount equal to 105% (or 115% with respect to Letters of Credit issued in a currency other than Dollars) of the then existing Letter of Credit Usage applicable to such Letter of Credit (it being understood that the Letter of Credit Fee and all fronting fees set forth in the Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

"Letter of Credit Disbursement" means a payment made by Issuing Bank pursuant to a Letter of Credit.

"Letter of Credit Expiration Date" means the date which is five (5) Business Days prior to the Maturity Date.

"Letter of Credit Exposure" means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Letter of Credit Usage on such date.

"Letter of Credit Fee" has the meaning specified therefor in Section 2.6(b) of the Agreement.

"Letter of Credit Indemnified Costs" has the meaning specified therefor in Section 2.11(f) of the Agreement.

"Letter of Credit Related Person" has the meaning specified therefor in Section 2.11(f) of the Agreement.

"Letter of Credit Usage" means, as of any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, and (b) the aggregate amount of all unpaid Letter of Credit Disbursements.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Life of the Case" means the period beginning on the Filing Date and lasting through (and including) the Plan Effective Date of the Plan.

"Loan" means any Revolving Loan, Swing Loan or Extraordinary Advance made (or to be made) hereunder.

"Loan Account" has the meaning specified therefor in Section 2.9 of the Agreement.

"Loan Documents" means the Agreement, the Financing Order, the Canadian Recognition Orders, the Reaffirmation Agreement, the Control Agreements, the US Copyright Security Agreement, the Fee Letter, the Guaranty and Security Agreement, any Credit Card Notifications, the Canadian Guarantee and Security Agreement, the Deed of Hypothec, the Intercompany Subordination Agreement, any Issuer Documents, the Letters of Credit, the Canadian IP Security Agreement, the US Patent Security Agreement, the US Trademark Security Agreement, the Mortgages any note or notes executed by Borrowers in connection with the Agreement and payable to any member of the Lender Group, and any other instrument or agreement entered into, now or in the future, by Parent, any Borrower or any of its Subsidiaries and any member of the Lender Group in connection with the Agreement.

"Loan Party" means any Borrower or any Guarantor.

"Main Street Lending Debt" means the indebtedness arising pursuant to the term loan by an Eligible Lender (as defined in the Main Street Lending Program) to a Borrower in which the Main Street Lending SPV has purchased a participation in accordance with the terms of the program.

"Main Street Lending Documents" means at any time all agreements, documents and instruments that evidence or set forth any of the terms of the Main Street Lending Debt, including any amendment, modification or supplement thereto.

"Main Street Lending Program" means the program for the purchase of participations in loans made by an Eligible Lender to an Eligible Borrower (as such terms are defined therein) by the Main Street Lending SPV, as authorized under Section 13(3) of the Federal Reserve Act and administered by the Federal Reserve Bank of Boston.

"Main Street Lending Program Termination Date" means the earlier of (a) the date of the payment in full of the Main Street Lending Debt or (b) the date that neither the Main Street Lending SPV, nor a Governmental Assignee holds an interest in the Main Street Lending Debt in any capacity. For purposes hereof the term "Governmental Assignee" means any of the following entities, if the Main Street Lending SPV's interest in the Main Street Lending Debt is transferred or assigned to such entity: any Federal Reserve Bank, any vehicle authorized to be established by the Board of Governors of the Federal Reserve System or any Federal Reserve Bank, any entity created by an act of the United States Congress, or any vehicle established or acquired by the Department of the Treasury or any other department or agency of the Federal government of the United States.

"Main Street Lending SPV" means MS Facilities LLC, a Delaware limited liability company, the special purpose vehicle established under the Main Street Lending Program.

"Margin Stock" as defined in Regulation U of the Board of Governors as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse effect in the business, operations, results of operations, assets, liabilities or financial condition of the Loan Parties and their Subsidiaries, taken as a whole, (b) a material impairment of the Loan Parties' and their Subsidiaries' ability to perform their obligations under the Loan Documents to which they are parties or of the Lender Group's ability to enforce the Obligations or realize upon the Collateral (other than as a result of as a result of an action taken or not taken that is solely in the control of Agent), or (c) a material impairment of the enforceability or priority of Agent's Liens with respect to all or a material portion of the Collateral, except, in each case, for the commencement of the Bankruptcy Cases and the Recognition Proceedings and the that events customarily and reasonably result from the commencement of the Bankruptcy Cases and the Recognition Proceedings.

"Material Contract" means, with respect to any Person, any contract or agreement, whether entered into as of the Closing Date or after the Closing Date, if the breach of any such contract or agreement or the failure of any such contract or agreement to be in full force and effect would reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means the earlier of (a) one hundred eighty (180) days after the Filing Date, (b) twenty-eight (28) days after the consummation of a sale of all or substantially all of the Debtors' assets, and (c) the Plan Effective Date.

"Maximum Revolver Amount" means the aggregate amount of the Revolver Commitments of all Lenders, as such amount may be decreased by the amount of reductions in the Revolver

Commitments made in accordance with Section 2.4(c) of the Agreement. As of the Closing Date, the Maximum Revolver Amount is \$199,969,560.45.

"Measurement Period" shall mean, as applicable, (a) the period beginning on Monday after the Filing Date and ending on the first Sunday thereafter, (b) the period beginning on Monday after the Filing Date and ending on the second Sunday thereafter, (c) the period beginning on Monday after the Filing Date and ending on the third Sunday thereafter and (d) each four consecutive calendar week period thereafter beginning on Monday and ending on the fourth Sunday thereafter.

"Moody's" means Moody's Investor Service, Inc.

"Mortgages" means, individually and collectively, one or more mortgages, deeds of trust, or deeds to secure debt, executed and delivered by a Loan Party in favor of Agent, in form and substance satisfactory to Agent in its Permitted Discretion, that encumber Real Property of a Loan Party located in the United States.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA and subject to Title IV of ERISA under which Borrowers or any of their Subsidiaries have any obligation or liability, including on account of an ERISA Affiliate. For avoidance of doubt, the term "Multiemployer Plan" shall not include a Canadian Multiemployer Plan.

"Narrative Report" means, with respect to the financial statements for which such narrative report is required, a customary management's discussion and analysis, describing the results of operations of Administrative Borrower and its Subsidiaries for the applicable period to which such financial statements relate.

"Net Cash Proceeds" means:

(a) with respect to any sale or disposition by Administrative Borrower or any of its Subsidiaries of assets (other than as a result of a Casualty Event), the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of Administrative Borrower or such Subsidiary, in connection therewith after deducting therefrom (i) the amount of any Indebtedness secured by any Permitted Lien (other than Agent's Lien) on any asset which is required to be, and is, repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses related thereto and required to be paid by Administrative Borrower or such Subsidiary in connection with such sale or disposition, (iii) taxes paid or payable to any taxing authorities by Administrative Borrower or such Subsidiary in connection with such sale or disposition, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and are properly attributable to such transaction, and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, (B) for any liabilities associated with such sale or casualty, to the extent such reserve is required by GAAP, and (C) for the payment of unassumed liabilities relating to the assets sold or otherwise disposed of at the time of, or within 30 days after, the date of such sale or other disposition, to the extent that in each case the funds described above in this clause (iv) are (x) deposited into escrow with a third party escrow agent or set aside in a separate Deposit Account that is subject to a Control Agreement in favor of Agent,

and (y) paid to Agent as a prepayment of the applicable Obligations in accordance with Section 2.4(e) of this Agreement at such time when such amounts are no longer required to be set aside as such a reserve; and

(b) with respect to any Casualty Event, the amount of cash payments or proceeds received (directly or indirectly) from time to time by or on behalf of Administrative Borrower or any of its Subsidiaries in connection therewith after deducting therefrom (i) taxes paid or payable to any taxing authorities by Administrative Borrower or such Subsidiary in connection with such Casualty Event, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and are properly attributable to such transaction, (ii) the amount of any Indebtedness secured by any Permitted Lien (other than Agent's Lien) on any asset which is required to be, and is, repaid in connection with Casualty Event, (iii) reasonable fees, commissions, and expenses related thereto and required to be paid by Administrative Borrower or such Subsidiary in connection with such Casualty Event, and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, and (B) for any liabilities associated with such Casualty Event, to the extent such reserve is required by GAAP.

"Non-Consenting Lender" has the meaning specified therefor in Section 14.2(a) of the Agreement.

"Non-Core Business" means the business of Coach USA, Inc. other than affiliates operating as Coach Canada, Olympia, MegaBus Retail, Dillon's Bus, Elko, Perfect Body, Rockland, Shortline, Suburban, Van Galder, and Wisconsin Coach.

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Obligations" means (a) all loans (including the Revolving Loans (inclusive of Extraordinary Advances and Swing Loans)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to the Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party, in each case, arising out of, under, pursuant to, in connection with, or evidenced by the Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that Borrowers are required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, and (b) all Bank Product Obligations; provided that, anything to the contrary contained in the foregoing notwithstanding, the Obligations shall exclude any (i) Excluded Swap Obligation and (ii) the Main Street Lending Debt. Without limiting the generality of the foregoing,

the Obligations of Borrowers under the Loan Documents include the obligation to pay (i) the principal of the Revolving Loans, (ii) interest accrued on the Revolving Loans, (iii) the amount necessary to reimburse Issuing Bank for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, fees (including fronting fees) and charges, (v) Lender Group Expenses, (vi) fees payable under the Agreement or any of the other Loan Documents, and (vii) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in the Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Originating Lender" has the meaning specified therefor in Section 13.1(e) of the Agreement.

"Other Taxes" means all present or future stamp, value added or documentary taxes or any other excise or property taxes or similar charges or levies that arise from any payment made hereunder or from the execution, delivery, performance, recordation, or filing of, or otherwise with respect to the Agreement or any other Loan Document, except any such Taxes that are described in clause (ii) of the definition of "Excluded Taxes" imposed with respect to an assignment (other than an assignment made pursuant to Section 2.13(b) of the Agreement).

"Overadvance" means, as of any date of determination, that the Revolver Usage is greater than any of the limitations set forth in Section 2.1 or 2.11 of the Agreement.

"Parent" has the meaning specified therefor in the preamble to the Agreement.

"Parent Company" shall mean any direct or indirect parent company of the Administrative Borrower (other than the Sponsor).

"Participant" has the meaning specified therefor in Section 13.1(e) of the Agreement. "Participant Register" has the meaning set forth in Section 13.1(i) of the Agreement.

"Patriot Act" means the USA PATRIOT Act Title III of Pub. 107-56 (signed into law October 26, 2001 and amended on March 9, 2009, as amended).

"Payment Recipient" has the meaning specified therefor in Section 17.18 of the Agreement.

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

"Permitted Discretion" means a determination made by Agent, in its commercially reasonable judgment and in accordance with its regular business practices and policies (as in effect from time to time) generally applicable to asset-based credit facilities.

"Permitted Dispositions" means:

- (a) sales, abandonment, or other dispositions of Equipment that is substantially worn, damaged, obsolete or surplus or, so long as the value thereof is de minimis, Equipment that is no longer used or useful in the ordinary course of business and leases or subleases of Real Property no longer used or not useful in the conduct of the business of the Borrowers or their respective Subsidiaries,
- (b) sales, rentals and leases of Inventory in the ordinary course of business,
- (c) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of the Agreement or the other Loan Documents,
- (d) the licensing and sub-licensing, on a non-exclusive basis (or, with the prior written consent of Agent in its Permitted Discretion, on an exclusive basis, but subject, in each case, to Agent's Liens), of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,
- (e) any sale or other disposition described in Schedule 5.20,
- (f) the making of Permitted Investments,
- (g) transfers of assets (i) from any Borrower or any of its Subsidiaries to a Loan Party, and (ii) from any Subsidiary of Parent that is not a Loan Party to any other Subsidiary of Parent,
- (h) sales or other dispositions of Equipment, non-Fleet Assets, excess fuel and any other fixed assets at locations being closed, or the abandonment of such Equipment, non-Fleet Assets, excess fuel and other fixed assets at such locations to the extent the Loan Parties shall have determined it is not economical to remove, sell or otherwise dispose of such assets, and
- (i) the sale or other disposition of the real property located at Newark, New Jersey.

"Permitted Holders" means, collectively, Variant Equity I, LP and its respective Affiliates.

"Permitted Indebtedness" means, without duplication:

- (a) Indebtedness evidenced by the Agreement or the other Loan Documents,
- (b) Indebtedness outstanding on the Filing Date and set forth on Schedule 4.14 to the Agreement,
- (c) Permitted Purchase Money Indebtedness,
- (d) endorsement of instruments or other payment items for deposit,
- (e) Existing Secured Obligations and any Indebtedness reinstated by the Bankruptcy Court or the Canadian Court and constituting Reinstated Existing Secured Obligations,

(f) Indebtedness consisting of the financing of insurance premiums to the extent approved by the Bankruptcy Court,

(g) [intentionally omitted],

(h) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, or appeal bonds,

(i) Indebtedness permitted to be incurred in accordance with the Financing Order and the Canadian Recognition Order,

(j) the incurrence by any Borrower or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred in the ordinary course of business for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with Borrowers' and their Subsidiaries' operations and not for speculative purposes,

(k) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card and other payment processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or Cash Management Services,

(l) [intentionally omitted],

(m) [intentionally omitted],

(n) [intentionally omitted],

(o) Indebtedness consisting of Permitted Intercompany Advances,

(p) [intentionally omitted],

(q) [intentionally omitted],

(r) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Permitted Indebtedness,

(s) if an Issuing Bank is unable or unwilling to issue a Letter of Credit payable in a currency required by the intended beneficiary or otherwise in a form or with terms required by the intended beneficiary or applicable law, Indebtedness in respect of letters of credit payable in such currency or in such form or with such terms, as the case may be,

(t) [intentionally omitted],

(u) [intentionally omitted],

(v) unsecured Indebtedness of any Loan Party; provided that (i) immediately prior to and after giving effect to the incurrence of such Indebtedness, no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (ii) the aggregate

outstanding principal amount of all Indebtedness permitted by this clause (w) shall not exceed \$100,000 at any time outstanding, and

(w) the Main Street Lending Debt; provided, that,

(i) in no event shall the principal amount of such indebtedness exceed \$35,000,000 plus any accrued interest that is capitalized and added to such principal amount,

(ii) Borrower is eligible to receive the loan under the Main Street Lending Program in accordance with the terms of the Main Street Lending Program, such loan under the Main Street Lending Program is a Main Street New Loan Facility (as provided for in the Main Street Lending Program), all representations and certifications made by Borrower in connection with obtaining such loan under the Main Street Lending Program are true and correct, and Borrower is and shall at all times be in compliance in all material respects with the terms and conditions of the Main Street Lending Program, and

(iii) Borrower shall provide to Agent (or Agent shall have otherwise received) copies of all Main Street Lending Documents, including providing any amendments or supplements to any such agreements, documents or instruments, in each case promptly upon the execution thereof, together with such other information with respect to the Main Street Lending Debt as Agent may from time to time reasonably request.

"Permitted Intercompany Advances" means loans or other extensions of credit made by (a) a Borrower to another Borrower or to a Guarantor (other than Parent), (b) a Guarantor to another Guarantor (other than Parent) or a Borrower, so long as, in the case of a loan or other extension of credit to a Borrower, the parties thereto are party to an Intercompany Subordination Agreement, (c) a Subsidiary that is not a Loan Party to another Subsidiary that is not a Loan Party, (d) a Subsidiary of a Loan Party to a Loan Party, so long as, if such loan or other credit extension constitutes Indebtedness, the parties thereto are party to an Intercompany Subordination Agreement, (e) [reserved], and (f) a Borrower or a Guarantor to Parent for the purpose of funding ordinary course expenses of Parent; provided that the aggregate outstanding amount of all such loans or other extensions of credit permitted under this clause (f) shall not exceed \$100,000 during any fiscal year of Parent and its Subsidiaries.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents,

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business,

(c) advances made in connection with purchases of goods or services in the ordinary course of business,

(d) Investments received in settlement of amounts due to any Borrowers or any of their Subsidiaries effected in the ordinary course of business or owing to any Borrowers or any

of their Subsidiaries as a result of Insolvency Proceedings involving an account debtor or supplier or upon the foreclosure or enforcement of any Lien in favor of Borrowers or their Subsidiaries,

(e) Investments owned by any Borrowers or any of their Subsidiaries on the Closing Date and set forth on Schedule P-1 to the Agreement (but no increases to such Investments),

(f) guarantees that are permitted under the definition of "Permitted Indebtedness,

(g) Permitted Intercompany Advances,

(h) the Administration Charge,

(i) deposits of cash outstanding on the Closing Date made in the ordinary course of business to secure performance of operating leases, real estate leases, and licenses or to secure charge back and similar obligations in connection with credit card and other payment processing services in the ordinary course of business, and deposits of cash made and/or certificates of deposit acquired and pledged to secure Liens to secure obligations in respect of business credit cards (to the extent permitted under clause (bb) of the definition of "Permitted Liens"),

(j) [intentionally omitted],

(k) [intentionally omitted],

(l) [intentionally omitted],

(m) [intentionally omitted],

(n) [intentionally omitted],

(o) [intentionally omitted],

(p) [intentionally omitted],

(q) [intentionally omitted],

(r) Investments in the form of prepaid expenses in the ordinary course of business and lease, contract, utility, workers compensation, performance and other similar deposits in the ordinary course of business and on a basis consistent with past practices and to the extent set forth in the Approved Budget,

(s) Investments by Loan Parties in the Equity Interests of their Subsidiaries and joint ventures to the extent such Investments exist on the Closing Date,

(t) [intentionally omitted],

(u) [intentionally omitted],

(v) the maintenance of deposit accounts in the ordinary course of business, subject to compliance with requirements set forth in this Agreement and the other Loan Documents with respect to such deposit accounts,

(w) [intentionally omitted],

(x) to the extent constituting an Investment, transactions permitted by Section 6.10(f) of the Agreement,

(y) Investments in Excluded Accounts,

(z) [intentionally omitted],

(aa) [intentionally omitted], and

(bb) [intentionally omitted].

"Permitted Liens" means:

(a) Liens granted to, or for the benefit of, Agent to secure the Obligations,

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent or remain payable without penalty, or (ii) do not have priority over Agent's Liens on Accounts, Fleet Assets, Spare Parts or Real Property and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 8.3 of the Agreement, so long as such judgments are stayed during the pendency of the Bankruptcy Cases and the Recognition Proceedings,

(d) Liens set forth on Schedule P-2 to the Agreement; provided, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 to the Agreement shall only secure the Indebtedness that it secures on the Closing Date,

(e) any (i) interest or title of a lessor or sublessor under any lease not prohibited by this Agreement, (ii) restriction or encumbrance of record that the interest or title of such lessor or sublessor, or lessee or sublessee may be subject to, (iii) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (ii) or (iv) non-exclusive (or, with the prior written consent of Agent in its Permitted Discretion, on an exclusive basis) licensors or sublicensor under license agreements,

(f) purchase money Liens or the interests of lessors under Capital Leases to the extent that such Liens or interests secure Permitted Purchase Money Indebtedness and so long as (i) such Lien attaches only to the asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures Permitted Purchase Money Indebtedness,

(g) Liens arising by operation of law (and consensual Liens but only to the extent such Liens are substantially similar to those which already arise by operation of law or are otherwise unperfected) in favor of warehousemen, landlords, carriers, mechanics, repairmen, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent for more than 90 days or remain payable without penalty, or (ii) are the subject of Permitted Protests,

(h) Liens on amounts deposited to secure any Borrower's or any of their respective Subsidiaries' obligations in connection with worker's compensation or other unemployment insurance or other comparable laws of regulations,

(i) Liens on amounts deposited to secure Borrowers and their Subsidiaries obligations in connection with the making or entering into of bids, tenders, statutory obligations, leases, government contracts, trade contracts, or other similar obligations or leases in the ordinary course of business and not in connection with the borrowing of money,

(j) Liens on (i) amounts deposited to secure obligations under, or (ii) the assets relating to the underlying contract that is the subject of, surety, or appeal, statutory, return-of-money and fiduciary bonds, performance bonds, bid bonds, completion guarantee or other similar obligations obtained in the ordinary course of business (it being understood for the avoidance of doubt that Liens permitted pursuant to this clause (j) may not secure Indebtedness for borrowed money), provided that, if any Liens described in this clause (j) secure obligations that are more than 60 days past due, such obligations are the subject of a Permitted Protest,

(k) with respect to any Real Property, easements, de minimis defects in title, inchoate Liens for non-delinquent real property taxes and assessments, rights of way, building codes and zoning restrictions and other similar encumbrances and minor title defects or irregularities, subdivisions, wetlands, zoning and other land use restrictions that do not materially interfere with or impair the use or operation thereof or render title unmarketable,

(l) non-exclusive licenses (or, with the prior written consent of Agent in its Permitted Discretion, exclusive licenses) of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of Parent or any of its Subsidiaries and in existence as of the Filing Date,

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of "Permitted Indebtedness",

(n) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts that are subject to Control Agreements in the ordinary course of business,

(o) [intentionally omitted],

(p) Liens in favor of customs and revenue authorities arising on or prior to the Filing Date as a matter of law to secure payment of customs duties in connection with the importation of goods,

(q) [intentionally omitted],

(r) [intentionally omitted],

(s) [intentionally omitted],

(t) Liens evidenced by filing of precautionary UCC or PPSA financing statements relating solely to operating leases of personal property,

(u) Liens (i) incurred in the ordinary course of business in connection with the purchase or shipping of goods or assets (or the related assets and proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets, and (ii) arising out of consignment or similar arrangements for the sale of goods entered into in the ordinary course of business,

(v) holdbacks and Liens on amounts deposited to secure any Borrower's or any of their respective Subsidiaries' obligations for charge backs in respect of credit card and other payment processing services in the ordinary course of business,

(w) in connection with any Permitted Disposition, customary rights and restrictions with respect to the assets subject to such Permitted Disposition contained in agreements relating to such Permitted Dispositions pending the completion thereof,

(x) Liens consisting of an agreement to sell or otherwise transfer or dispose of any property in a Permitted Disposition, solely to the extent such Permitted Disposition would have been permitted on the date of the creation of such Lien,

(y) licenses and sublicenses and leases and subleases in existence prior to the Filing Date in the ordinary course of business which do not interfere in any material respect with the conduct of business of Parent and its Subsidiaries,

(z) Liens in favor of collecting banks arising under Section 4-210 of the Code or, with respect to collecting banks located in the State of New York, under Section 4-208 of the Code,

(aa) Liens arising in connection with the effect of any eminent domain or condemnation proceeding,

(bb) Liens on (i) amounts deposited or certificates of deposit to secure obligations in respect of business credit cards, and (ii) amounts on deposit to secure letters of credit set forth on Schedule 4.14,

(cc) Liens on amounts deposited to secure Fuel Hedging Indebtedness permitted by clause (j) of the definition of "Permitted Indebtedness" in an amount not to exceed the greater of (i) \$25,000,000 and (ii) the applicable amounts set forth in the Approved Budget,

(dd) Liens securing assets acquired solely with proceeds received from, or the purchase price for which is reimbursed with proceeds received by the Loan Parties and their Subsidiaries from, grant programs administered or maintained by any Governmental Authority,

(ee) Liens granted to, or for the benefit of, Agent to secured the Existing Secured Obligations,

(ff) Liens granted or authorized by the Financing Order, including, without limitation, replacement Liens granted to Existing Agent, and

(gg) the Administration Charge and the D&O Charge.

"Permitted Priority Liens" means all Liens permitted to have priority over the Liens in favor of Agent, solely to the extent that such Liens are valid, perfected and non-avoidable as of the Filing Date (or as may be permitted to be perfected after the Filing Date pursuant to section 546 of the Bankruptcy Code) and were not subordinated by agreement or applicable law, subject to the terms of the Financing Order, the DIP Recognition Order and otherwise agreed to by Agent.

"Permitted Protest" means the right of Parent or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), Environmental Lien or rental payment, provided that (a) a reserve with respect to such obligation or such Lien is established on Parent's or its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by Parent or its Subsidiary, as applicable, in good faith, (c) in the case of a tax or claim which has or may become a Lien against any of the Collateral, such protest conclusively operates to stay the sale of any portion of the Collateral to satisfy such tax or claim, and (d) Agent is satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness of Borrowers or their Subsidiaries with respect to Capitalized Lease Obligations and purchase money obligations in an aggregate outstanding amount not to exceed \$500,000; provided that any such Indebtedness (i) is issued and any Liens securing such Indebtedness are created within 60 days after the acquisition, construction, lease or improvement of the asset financed and (ii) shall be secured only by the asset acquired, constructed, leased or improved in connection with the incurrence of such Indebtedness.

"Permitted Variance" means, (a) with respect to determining compliance with Section 7(a) relating to the Loan Parties' cash disbursements, in each case compared to the amount forecast for disbursements for the same period in the Approved Budget: (i) for the Measurement Periods ending on the final Business Day of each of the first, second and third full weeks after the Filing Date, a cumulative variance for all disbursements in excess of the Approved Budget of 15.0%, and (ii) for each Measurement Period thereafter, a cumulative variance for all disbursements in excess of the Approved Budget of 10.0% and (b) with respect to determining compliance with Section

7(b) relating to the Loan Parties' cash receipts, in each case compared to the amount forecast for receipts during the same period in the Approved Budget: (i) for the Measurement Periods ending on the final Business Day of each of the first, second and third full weeks after the Filing Date, a cumulative variance for all receipts less than the Approved Budget of 15.0%, and (ii) for each Measurement Period thereafter, a cumulative variance for all receipts less than the Approved Budget of 10.0%.

"Person" means natural persons, corporations, limited liability companies, unlimited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Plan" means a plan of reorganization in form and substance satisfactory to Agent in its sole discretion.

"Plan Effective Date" means the date in which all conditions precedent to the effectiveness of a Plan have been satisfied or waived in accordance with such Plan.

"Platform" has the meaning specified therefor in Section 17.9(c) of the Agreement.

"PPSA" means the Personal Property Security Act (Ontario) and the regulations thereunder, as from time to time in effect; provided that if attachment, perfection or priority of Agent's Lien on any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, "PPSA" means those personal property security laws (including the CCQ, and, where applicable, the regulations promulgated thereunder) in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Pre-Petition Payment" means a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of any pre-petition Indebtedness, trade payables or other pre-petition claims against any Loan Party.

"Pro Rata Share" means, as of any date of determination:

(a) with respect to a Lender's obligation to make all or a portion of the Revolving Loans, with respect to such Lender's right to receive payments of interest, fees, and principal with respect to the Revolving Loans, and with respect to all other computations and other matters related to the Revolver Commitments or the Revolving Loans, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders,

(b) with respect to a Lender's obligation to participate in the Letters of Credit, with respect to such Lender's obligation to reimburse Issuing Bank, and with respect to such Lender's right to receive payments of Letter of Credit Fees, and with respect to all other computations and other matters related to the Letters of Credit, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders; provided, that if all of the Revolving Loans have been repaid in full and all Revolver Commitments have been terminated, but Letters of Credit remain outstanding, Pro Rata Share

under this clause shall be determined as if the Revolver Commitments had not been terminated and based upon the Revolver Commitments as they existed immediately prior to their termination, and

(c) with respect to all other matters and for all other matters as to a particular Lender (including the indemnification obligations arising under Section 15.7 of the Agreement), the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 13.1; provided, that if all of the Loans have been repaid in full, all Letters of Credit have been made the subject of Letter of Credit Collateralization, and all Revolver Commitments have been terminated, Pro Rata Share under this clause shall be determined as if the Revolving Loan Exposures had not been repaid, collateralized, or terminated and shall be based upon the Revolving Loan Exposures as they existed immediately prior to their repayment, collateralization, or termination.

"Plan Effective Date" means the date on which all conditions precedent to the effectiveness of a plan of reorganization under Chapter 11 of the Bankruptcy Code have been satisfied or waived in accordance with such plan of reorganization.

"Projections" means an annual forecast (including projected statements of income, sources and uses of cash and balance sheets for the Borrowers and their respective Subsidiaries on a consolidated basis), prepared on a month-by-month basis for such fiscal year and including a discussion of the principal assumptions upon which such forecast is based.

"Proposed Plan" means a chapter 11 plan of reorganization and all amendments, supplements and modifications thereto, each of which is in form and substance satisfactory to Agent.

"Protective Advances" has the meaning specified therefor in Section 2.3(d)(i) of the Agreement.

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

"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 therefor in Section 17.17 of the Agreement.

"Qualified Cash" means the amount of unrestricted cash and Cash Equivalents of the Loan Parties maintained in Deposit Accounts and Securities Accounts in the United States with the Agent and subject to a Control Agreement.

"Qualified Equity Interest" means and refers to any Equity Interests issued by Parent (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

"Qualified IPO" means the issuance by Parent or any direct or indirect parent of Parent of its common Equity Interests in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the U.S. Securities and Exchange Commission in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

"Qualified Investment Banker Engagement" means the engagement and retention by the Borrowers of an investment banker satisfactory to Agent, at Borrowers' sole cost and expense and on terms and conditions satisfactory to Agent, for purposes of preparing, marketing, and consummating the sale of all or substantially all of the assets of the Borrowers, and such other potential strategic alternatives (including, without limitation, potential equity sales, refinancing transactions, capital investment raise transactions, and other transactions) as may be acceptable to the Borrowers and the Agent, the consummation of each of which shall be subject to the terms and provisions of this Agreement.

"Reaffirmation Agreement" means that certain Reaffirmation of Prepetition Loan Documents, dated as of the Closing Date, by and among the Loan Parties and the Agent.

"Real Property" means any estates or interests in real property now owned or hereafter acquired by a Loan Party or one of its Subsidiaries and the improvements thereto.

"Real Property Collateral" means any Real Property that is subject to a Mortgage in favor of Agent.

"Receivable Reserves" means, as of any date of determination, those reserves that Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(c) of the Agreement, to establish and maintain (including reserves for rebates, discounts, warranty claims, and returns) with respect to the Accounts.

"Recognition Proceedings" has the meaning specified in the recitals to this Agreement.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Register" has the meaning set forth in Section 13.1(h) of the Agreement.

"Registered Loan" has the meaning set forth in Section 13.1(h) of the Agreement.

"Reinstated Existing Secured Obligations" means any Existing Secured Obligations constituting Avoided Payments, to the extent such obligations have been reinstated, in each case, pursuant to, and subject to the requirements and terms of the Bankruptcy Court.

"Related Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"Related Transactions" means (a) the execution, delivery and performance by the Loan Parties of this Agreement and each other Loan Document to which they are a party, the borrowing hereunder of the Loans and the use of the proceeds thereof, and the grant of DIP Liens by the Borrowers on the Collateral pursuant to this Agreement, the Financing Order and the Guaranty and Security Agreement and the Canadian Guarantee and Security Agreement, (b) the commencement and filing of the Bankruptcy Cases and the Recognition Proceedings and (c) the payment of all fees, costs and expenses associated with all of the foregoing.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, migrating or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Materials or pollutant or contaminant) or within or upon any building.

"Relevant Public Company" means and direct or indirect parent company of Parent that is the registrant with respect to a Qualified IPO.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Replacement Lender" has the meaning specified therefor in Section 2.13(b) of the Agreement.

"Report" has the meaning specified therefor in Section 15.16 of the Agreement.

"Required Lenders" means, at any time, Lenders having or holding more than 50.0% of the aggregate Revolving Loan Exposure of all Lenders; provided, that (a) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders, (b) at any time there are two or more Lenders that are not Affiliates, "Required Lenders" must include at least two Lenders (who are not Affiliates of one another).

"Reserves" means, as of any date of determination, subject to subject to Section 2.1(c) of the Agreement, (a) reserves with respect to the Carveout and other amounts which, in the Permitted Discretion of Agent likely would have a priority superior to the Obligations, (b) the D&O Reserve, Receivable Reserves, Bank Product Reserves, Canadian Priority Payables Reserves, Spare Parts Reserves and Landlord Reserves that Agent establishes and maintains in its Permitted Discretion and, (c) those other reserves that Agent deems necessary or appropriate, in its Permitted Discretion, to establish and maintain (including reserves with respect to (i) sums that Parent or its Subsidiaries are required to pay under any Section of the Agreement or any other Loan Document (such as taxes, assessments, insurance premiums, or, in the case of leased assets, rents or other amounts payable under such leases) and has failed to pay, (ii) amounts owing by Parent or its Subsidiaries to any Person to the extent secured by a Lien on, or trust over, any of the Collateral (other than a Permitted Lien), which Lien or trust, in the Permitted Discretion of Agent likely would have a

priority superior to the Agent's Liens (such as Liens or trusts in favor of landlords, warehousemen, carriers, mechanics, materialmen, laborers, or suppliers, or Liens or trusts for ad valorem, excise, sales, or other taxes where given priority under applicable law) in and to such item of the Collateral and (iii) unpaid past due wages, vacation pay, health care reimbursements and other similar amounts subject to any wage lien law (including pursuant to Wis. Stat 109.01, et seq., or any similar law)), with respect to the Maximum Revolver Amount.

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

"Restricted Payment" means to (a) declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests issued by Parent or any of its Subsidiaries (including any payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests issued by Parent or any of its Subsidiaries), (b) purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, or (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding.

"Revolver Commitment" means, with respect to each Revolving Lender, its Revolver Commitment, and, with respect to all Revolving Lenders, their Revolver Commitments, in each case as such Dollar amounts are set forth beside such Revolving Lender's name under the applicable heading on Schedule C-1 to the Agreement or in the Assignment and Acceptance pursuant to which such Revolving Lender became a Revolving Lender under the Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Agreement.

"Revolver Usage" means, as of any date of determination, the sum of (a) the amount of outstanding Revolving Loans (inclusive of Swing Loans, and Protective Advances), plus (b) the amount of the Letter of Credit Usage.

"Revolving Lender" means a Lender that has a Revolver Commitment or that has an outstanding Revolving Loan.

"Revolving Loan Exposure" means, with respect to any Revolving Lender, as of any date of determination (a) prior to the termination of the Revolver Commitments, the amount of such Lender's Revolver Commitment, and (b) after the termination of the Revolver Commitments, the aggregate outstanding principal amount of the Revolving Loans of such Lender.

"Revolving Loans" has the meaning specified therefor in Section 2.1(a) of the Agreement.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or

determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC or the federal government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, (e) the federal government of Canada, including without limitation the Canadian Economic Sanctions and Export Control Laws, or (f) any other Governmental Authority with jurisdiction over any member of Lender Group or any Loan Party or any of their respective Subsidiaries or Affiliates.

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

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Securities Account" means a securities account (as that term is defined in the Code or the STA, as applicable).

"Securities Act" means the Securities Act of 1933.

"Settlement" has the meaning specified therefor in Section 2.3(e)(i) of the Agreement. "Settlement Date" has the meaning specified therefor in Section 2.3(e)(i) of the Agreement.

"Spare Parts" means any accessory, appurtenance, or part that is capable of being used on Fleet Assets.

"Spare Parts Reserves" means, as of any date of determination, (a) Landlord Reserves, and (b) those reserves that Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(c), to establish and maintain with respect to Spare Parts.

"Specified Affiliates" means, collectively, any Parent Company and any direct or indirect Subsidiary of a Parent Company (but excluding, for the avoidance of doubt, Variant Equity

Advisors, LLC, Variant Equity I, LP and their respective investors and portfolio companies (other than any Parent Company and its Subsidiaries (including the Loan Parties))).

"Sponsor" means, collectively, Variant Equity Advisors, LLC, Variant Equity I, LP and their respective Controlled Investment Affiliates.

"Spot Rate" means for a currency, on any relevant date of determination, the rate determined by Agent or the Issuing Bank, as applicable, as the spot rate for the purchase of such currency with another currency through its principal foreign exchange trading office on the date of such determination (it being understood that such determination is typically made at approximately 1:30 p.m. London time, but the determination time may be adjusted from time to time, based on current system configurations); provided that Agent or the Issuing Bank, as applicable, may obtain such spot rate from another financial institution designated by Agent or the Issuing Bank, as applicable, if it does not have as of the date of determination a spot buying rate for any such currency.

"STA" means the Securities Transfer Act (Ontario) and the regulations thereunder, as from time to time in effect; provided that if attachment, perfection or priority of Agent's Lien on any Collateral is governed by the securities transfer laws of any jurisdiction in Canada other than the laws of the Province of Ontario, "STA" means those personal property security laws (including the CCQ, and, where applicable, the regulations promulgated thereunder) in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Standard Letter of Credit Practice" means, for Issuing Bank, any domestic or foreign law or letter of credit practices applicable in the city in which Issuing Bank issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

"Subject Holder" has the meaning specified therefor in Section 2.4(e)(vi) of this Agreement.

"Subordinated Indebtedness" means any unsecured Indebtedness of any Loan Party incurred from time to time that is at all times subordinated in right of payment to the Obligations, (a) that is not subject to scheduled amortization, redemption, sinking fund or similar payment until the date that is 91 days after the Maturity Date in effect at the time the documents evidencing such Indebtedness are entered into, (b) that does not have a final maturity on or before the date that is 6 months after the Maturity Date in effect at the time the documents evidencing such Indebtedness are entered into, (c) that capitalizes all interest, fees or other payments or otherwise does not require any payments of interest, fees or other amounts in cash prior to the date that is 91 days after the Maturity Date in effect at the time the documents evidencing such Indebtedness are entered into, (d) that only has obligors thereunder that are also Loan Parties hereunder, (e) that is on terms and conditions acceptable to Agent in its Permitted Discretion, and (f) the terms and conditions of the subordination are acceptable to Agent in its Permitted Discretion.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, unlimited liability company, or other entity in which that Person (or one or more of the other Subsidiaries of that Person or a combination thereof) directly or indirectly owns or controls the Equity Interests having ordinary voting power (without regard to the occurrence of any contingency) to elect a majority of the Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof; provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Superpriority Claim" has the meaning specified therefore in Section 4.4(a)(ii) of the Agreement.

"Supported QFC" has the meaning specified therefor in Section 17.17 of the Agreement.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swing Lender" means Wells Fargo or any other Lender that, at the request of Borrowers and with the consent of Agent agrees, in such Lender's sole discretion, to become the Swing Lender under Section 2.3(b) of the Agreement.

"Swing Loan" has the meaning specified therefor in Section 2.3(b) of the Agreement.

"Swing Loan Exposure" means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Swing Loans on such date.

"Taxes" means all present or future taxes, levies, imposts, duties, fees, assessments, deductions, withholdings (including backup withholding) or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein and all interest, penalties or similar liabilities with respect to such taxes, levies, imposts, duties, fees, assessments or other charges.

"Tax Lender" has the meaning specified therefor in Section 14.2(a) of the Agreement.

"Transactions" means, collectively, (a) commencement of the Bankruptcy Cases and the Recognition Proceedings, (b) the initial extensions of credit under this Agreement, and (c) the payment of all fees, costs and expenses in connection with the foregoing to the extent set forth in the Approved Budget.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Issuing Bank for use.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended

from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

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

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

"Unused Line Fee" has the meaning specified therefor in Section 2.10(b) of the Agreement. "U.S." and "United States" means the United States of America.

"US Copyright Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Sections 2.3(a), and 2.3(c), in each case, such day is also a Business Day.

"US Patent Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"U.S. Special Resolution Regimes" has the meaning specified therefor in Section 17.17 of the Agreement.

"US Trademark Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Variance Report" means a weekly variance report prepared by the Chief Restructuring Officer for (i) each one-week period and (ii) the period from the commencement of the Bankruptcy Cases to the week ending prior to the date of such variance report, that sets forth (A) actual results against anticipated results under the applicable Approved Budget for the week in regard which such accompanying cash flow forecast is being delivered, reported in the aggregate (highlighting key line items) as of the end of such period, (B) the variance in dollar amounts and percentages, on a line item basis, (C) a written explanation for all line item variances of greater than 15% (or \$100,000, if greater) for any given week and (D) such other information as the Agent may reasonably request.

"Voidable Transfer" has the meaning specified therefor in Section 17.8 of the Agreement.

"Weekly Cash Flow Forecast" has the meaning specified therefore in Section 5.2(b) of the Agreement.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association.

"Wholly-Owned Domestic Subsidiary" means, as to any Person, any Wholly-Owned Subsidiary of such Person which is a Domestic Subsidiary of such Person.

"Wholly-Owned Subsidiary" means, as to any Person, (a) any corporation 100% of whose capital stock is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (b) any partnership, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person owns 100% of the Equity Interests at such time (other than, in the case of a Foreign Subsidiary with respect to preceding clause (a) or (b), director's qualifying shares and/or other nominal amounts of shares required to be held by Persons other than the Loan Parties and their respective Subsidiaries under applicable law).

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA. For avoidance of doubt, at no time shall the term "Withdrawal Liability" apply to any Canadian Plan or a Canadian Multiemployer Plan.

"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.

**SCHEDULE 3.1
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

Conditions Precedent

The effectiveness of this Agreement and the obligation of each Lender to make its initial extension of credit provided for in the Agreement is subject to the fulfillment, to the satisfaction of (or waiver by) each Lender (the making of such initial extension of credit by any Lender being conclusively deemed to be its satisfaction or waiver of the following), of each of the following conditions precedent on or prior to the Closing Date:

- (a) Completion of Agent's and the Lenders'
 - (i) business due diligence; and
 - (ii) legal due diligence;
- (b) Delivery of loan documents duly executed by the Loan Parties (or applicable third parties as the case may be) including, without limitation, a credit agreement, security agreements, pledge agreements, intercreditor agreements and subordination agreements, perfection certificate, and receipt of other documentation customary for transactions of this type including legal opinions, officers' certificates, instruments necessary or desirable to perfect the Agent's first priority security interest in the Collateral, and certificates of insurance policies and/or endorsements naming Agent as additional insured or loss payee, as the case may be, all in form and substance reasonably satisfactory to Agent;
- (c) Receipt by Agent of a completed Borrowing Base Certificate (as defined in the Existing Credit Agreement);
- (d) With respect to each Loan Party, receipt of evidence of corporate authority (including copies of governing documents certified as of a recent date by the appropriate governmental official and certified copies of material agreements) and certificates of status issued as of a recent date by the jurisdictions of organization of each Loan Party, all in form and substance reasonably satisfactory to Agent;
- (e) Agent shall have completed (i) Patriot Act searches, OFAC/PEP searches and customary individual background checks for each Loan Party, and (ii) OFAC/PEP searches and customary individual background searches for each Loan Party's senior management and key principals, the results of which shall be satisfactory to Agent;
- (f) Agent shall have received and approved the Initial Approved Budget;
- (g) All first day and related orders (other than the Interim Order (as defined below)) entered by the Bankruptcy Court in the Cases shall be in form and substance satisfactory to the Agent;

(h) All motions and other documents to be filed with and submitted to the Bankruptcy Court in connection with the Revolving Loans, and the approval thereof shall be in form and substance satisfactory to the Agent;

(i) The Bankruptcy Court shall have entered an interim order (the "**Interim Order**") within three (3) Business Days of the commencement of the Cases, in form and substance satisfactory to the Agent, entered on notice to such parties as may be satisfactory to the Agent, (i) authorizing and approving the Loan Documents the transactions contemplated thereby and hereby, including, without limitation, the granting of the super-priority status, security interests and priming liens, and the payment of all fees; (ii) lifting or modifying the automatic stay to permit the Debtors to perform their obligations and Agent and the Lenders to exercise their rights and remedies with respect to the Obligations, (iii) except to the extent required to be paid pursuant to the Final Order, authorizing the use of cash collateral for purposes of reducing the outstanding balance of the Existing Obligations, (iv) providing for adequate protection in favor of Existing Agent and Existing Lenders, and (v) including terms and conditions customary for transactions of this type (including, without limitation, that any amount of the gradual roll-up or other repayment of the Existing Obligations that is undone shall be first applied to outstanding amounts of the Obligations);

(j) The Interim Order shall have been recognized pursuant to the Canadian Supplemental Order in form and substance satisfactory to the Agent;

(k) With respect to any borrowing under the Loan Documents after 21 days after the Closing Date, the Bankruptcy Court shall have entered a final order (the "**Final Order**"; together with the Interim Order, the "**Orders**" and, each individually, an "**Order**") approving the Revolving Loans, in form and substance satisfactory to Agent, which Final Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Agent;

(l) With respect to any borrowing under the Loan Documents after 21 days after the Closing Date, the Final Order shall have been recognized pursuant to the Canadian Final DIP Recognition Order, and be in form and substance satisfactory to the Agent;

(m) Agent shall have received one or more definitive stalking horse purchase agreements with respect to the sale of all or substantially all of the Debtors' assets with respect to the Debtors' "core business", in form and substance satisfactory to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (the "**Core Stalking Horse Purchase Agreement**");

(n) Agent shall have received one or more definitive stalking horse purchase agreements with respect to the sale of all or substantially all of the Debtors' assets with respect to the Debtors' "non-core business", in form and substance satisfactory to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (the "**Non-Core Stalking Horse Purchase Agreement**");

(o) Debtors shall have filed a motion, in form and substance satisfactory to Agent, to approve procedures for conducting a sale process and auction to sell all or substantially all of the Debtors' assets with respect to the Debtors' "core business" and, if applicable, to approve payment of certain fees to a stalking horse bidder in connection therewith (the "**Core Bidding Procedures Motion**");

(p) Debtors shall have filed a motion, in form and substance satisfactory to Agent, to approve procedures for conducting a sale process and auction to sell all or substantially all of the Debtors' assets with respect to the Debtors' "non-core business" and, if applicable, to approve payment of certain fees to a stalking horse bidder in connection therewith (the "**Non-Core Bidding Procedures Motion**");

(q) Borrowers shall have paid all fees, costs and expenses due and payable under the loan documents (including fees, costs and expenses of counsel), which condition may be satisfied with the proceeds of the initial advance under the Agreement on the closing date;

(r) No default or event of default under the loan documents shall have occurred or shall result from the making of the loans and other extension of credit by the Lenders;

(s) The representations and warranties of the Loan Parties contained in the loan documents shall be true and correct on the closing date; and

(t) Wells Fargo's receipt of (i) credit committee approval with respect to the Revolving Loans and (ii) acceptable commitments from Wells Fargo and participants satisfactory to Wells Fargo in an amount of not less than 100% of the Revolving Loans.

**SCHEDULE 5.1
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

Financial Statements, Reports, Certificates

Deliver to Agent and each Lender each of the financial statements, reports, or other items set forth below at the following times in form reasonably satisfactory to Agent:

As soon as available, but in any event within 30 days after the end of each fiscal month,	(a) the consolidated balance sheets of Administrative Borrower and its Subsidiaries as at the end of such fiscal month and the related consolidated statements of income, stockholders' equity and cash flows of Administrative Borrower and its Subsidiaries for such fiscal month and for the period from the beginning of the current fiscal year to the end of such fiscal month, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous fiscal year and the corresponding figures from the projections for the current fiscal year (excluding for the avoidance of doubt all periods prior to the first delivery of the projections), all in reasonable detail, together with a Financial Officer Certification and, a Narrative Report with respect thereto.
As soon as available, but in any event within 60 days following the end of each fiscal year,	(b) Projections, in form and, as to scope of underlying assumptions only, substance, satisfactory to Agent in its Permitted Discretion for the forthcoming fiscal year, certified by the chief financial officer or another senior accounting officer (with similar duties) of Administrative Borrower as being such officer's good faith estimate of the financial performance of Administrative Borrower and its Subsidiaries during the period covered thereby (it being agreed that such annual forecasts shall not be provided to Public-Siders).
If and when filed, provided or received (as the case may be) by Parent or any of its Subsidiaries,	(c) Form 10-Q quarterly reports, Form 10-K annual reports, and Form 8-K current reports,
	(d) any other filings made by Parent or any of its Subsidiaries with the SEC, and

	(e) any notice or notification as to any breach, non-performance of, or default under any Indebtedness in an aggregate principal amount of \$500,000 or more that is provided or received by Parent or any of its Subsidiaries with respect thereto.
Promptly, but in any event within 5 Business Days after any officer of Parent or Administrative Borrower obtains knowledge of any event or condition that constitutes a Default or an Event of Default under any Loan Document (other than any Default or Event of Default occurring in the ordinary course of business as a result from the filing of a petition for relief under Chapter 11 of the Bankruptcy Code),	(f) notice of such event or condition and a statement of the curative action that Borrowers propose to take with respect thereto.
Promptly after the commencement thereof, but in any event within 5 Business Days after the service of process with respect thereto on Parent or any of its Subsidiaries,	(g) notice of all actions, suits, or proceedings brought by or against Parent or any of its Subsidiaries before any Governmental Authority which reasonably would be expected to result in a Material Adverse Effect.
Upon the request of Agent,	(h) any other information requested by Agent in its Permitted Discretion relating to the financial condition of Parent or any of its Subsidiaries.
Contemporaneously with the filing, or delivery thereof,	(i) copies of all material pleadings, motions, application and judicial information (including "first day" motions but excluding retention applications) that the Debtors intend to file with the Bankruptcy Court or the Canadian Court or provided by or to the Committees, at any time such document is filed or delivered, as applicable, and Debtors shall consult in good faith with Agent regarding the form and substance of any such proposed filing (<u>provided</u> , that any of the foregoing relating to the Credit Agreement, Proposed Plan and any exit financing and related documents shall be deemed to be material.

SCHEDULE 5.2
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Collateral Reporting

Provide Agent and each Lender with each of the documents set forth below at the following times in form satisfactory to Agent:

Weekly (no later than 8:00 p.m. Eastern time on Thursday of each week and for the immediately preceding week),	(a) a detailed aging, in form consistent with such agings provided prior to the Closing Date, of Borrowers' Accounts, together with a reconciliation and supporting documentation for any reconciling items noted, together with an aggregate Accounts reconciliation to Borrowers' general ledger,
	(b) Inventory system/perpetual reports with respect to Spare Parts specifying the aggregate cost of Borrowers' Spare Parts, by category, together with a reconciliation to Borrowers' general ledger, and
	(c) (1) Fleet Asset reports specifying the invoiced cost, and net book value of Borrowers' Fleet Assets, by category, with reasonable additional detail showing additions to and deletions therefrom, and also specifying Fleet Assets that are materially damaged, are in an inoperable condition or otherwise no longer usable in the ordinary course of Borrowers' business (delivered electronically in a format acceptable to Agent in its reasonable Permitted Discretion, if Borrowers have implemented electronic reporting), (2) with respect to Fleet Assets acquired since delivery of the most recent Fleet Asset report, a copy of the invoice or purchase order specifying the manufacturer, the year made, the model, and the vehicle identification number,
	(d) a reconciliation of actual performance of Borrowers for the immediately prior one-week period versus their projected performance in the Approved Budget for such period, provided that management and the Borrowers' chief restructuring officer will concurrently provide written explanation (with support) for any variance in violation of Section 7 of this Agreement, and
	(e) a detailed report regarding the Loan Parties' cash and Cash Equivalents, including an indication of which amounts constitute Qualified Cash.

Monthly (no later than the 30th day of each month as of and for the immediately preceding month),	(f) an updated <u>Schedule 4.24</u> to the Agreement to add or delete locations of Spare Parts and Fleet Assets to the extent necessary for the representations and warranties of Parent and each Borrower made pursuant to <u>Section 4.24</u> of the Agreement to remain true, correct, and complete in all material respects.
	(g) a detailed list of each Loan Party's and its Subsidiaries' contractual customers (but excluding, for the avoidance of doubt, any charter customers), with address and contact information.
Promptly after, but in any event within 3 Business Days of, the receipt thereof by any Loan Party or its Subsidiaries,	(h) any notices of defaults, events of default and forbearance agreements, and any written demands for cash collateral that have not been satisfied, in each case, with respect to any performance bonds, surety bonds, completion guarantees, or similar obligations and any indemnification agreements or other agreements related to such indemnification agreements.
Upon request by Agent in its Permitted Discretion,	(i) such other reports as to the Collateral or the financial condition of Parent and its Subsidiaries, as Agent may request in its Permitted Discretion, including copies of purchase orders and invoices for Spare Parts and/or corresponding shipping and delivery documents and credit memos, in each case, together with corresponding supporting documentation but in no event, shall any environmental reports be required to be prepared or delivered, and
	(j) any change in the information provided in the Beneficial Ownership Certification delivered to Agent that would result in a change to the information identified in section B or C of such certification.

**SCHEDULE 5.20
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

Milestones

Debtors will be required to satisfy the milestones set forth below by the date specified below (in each case, as such date may be extended by Agent in its sole discretion):

1. On or before June 14, 2024, the Bankruptcy Court shall have entered the Interim Order, on the terms and conditions contemplated by Loan Documents and otherwise in form and substance satisfactory to Agent; and on or before the date that is 3 Business Days following the entry of the Interim Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued Canadian Supplemental Order, in form and substance satisfactory to Agent;
2. On or before July 9, 2024, the Bankruptcy Court shall have entered an order approving the Bidding Procedures Motion, in form and substance satisfactory to Agent (the "***Bidding Procedures Order***");
3. On or before the date that is 3 Business Days following the entry of the Bidding Procedures Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued an order recognizing the Bidding Procedures Order in the Recognition Proceedings, in form and substance satisfactory to Agent;
4. On or before July 9, 2024, the Bankruptcy Court shall have entered the Final Order, on the terms and conditions contemplated by the Loan Documents and otherwise in form and substance satisfactory to Agent; and on or before the date that is 3 Business Days following the entry of the Final Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued the Second Canadian Supplemental Order, in form and substance satisfactory to Agent;
5. On or before August 7, 2024, Borrowers will conduct one or more auctions for all or substantially all of the Debtors' assets;
6. On or before August 12, 2024, the Bankruptcy Court shall have entered an order, in form and substance satisfactory to Agent (the "***Sale Order***"), authorizing and approving one or more sales of all or substantially all of the Debtors' assets pursuant to one or more definitive purchase agreements in form and substance acceptable to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (each a "***Purchase Agreement***");
7. On or before the date that is 3 Business Days following the entry of the Sale Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued an order recognizing the Sale Order in the Recognition Proceedings, in form and substance satisfactory to Agent;

8. On or before August 19, 2024, the Debtors shall have consummated one or more sales of all, or substantially all, of the Debtors' assets pursuant to, and in accordance with, the terms of the Sale Order and Purchase Agreement(s), and remitted all of the proceeds thereof (net only of such fees, expenses, charges or other amounts that may be expressly agreed to by Agent) to Agent for application in accordance with the Order; and
9. On or before August 8, 2024, the Debtors shall have filed their Schedules and Statement of Financial Affairs pursuant to Section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure with the Bankruptcy Court.

Notwithstanding anything in this Agreement to the contrary, it will constitute an automatic Event of Default (without any notice or grace or cure period) if, at any time and for any reason: (a) any Core Stalking Horse Purchase Agreement, Non-Core Stalking Horse Purchase Agreement, or Purchase Agreement, as applicable, is amended, supplemented, or otherwise modified in any manner not satisfactory to Agent, in its discretion; or (b) without the prior written consent of the Agent, any Loan Party or any prospective purchaser terminates any Core Stalking Horse Purchase Agreement, Non-Core Stalking Horse Purchase Agreement or Purchase Agreement or otherwise suspends or terminates any such Loan Party's or prospective purchaser's negotiations or participation in respect of the sale process.

SCHEDULE C
JOINT ADMINISTRATION ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 2

**ORDER (I) AUTHORIZING THE JOINT ADMINISTRATION OF THE DEBTORS'
CHAPTER 11 CASES, AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Order (I) Authorizing the Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before

¹ A complete list of the Debtors in these chapter 11 cases are attached hereto as Exhibit 1. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Chapter 11 Cases listed on Exhibit 1 hereto shall be consolidated for procedural purposes only and shall be jointly administered in accordance with the provisions of Bankruptcy Rule 1015 and Local Rule 1015-1.
3. The Clerk of the Court shall maintain one file and one docket for these Chapter 11 Cases, which file and docket shall be the file and docket for the Chapter 11 Case of Debtor Coach USA, Inc., Case No. 24-11258 (MFW) (the “Lead Case”).
4. All pleadings filed in these Chapter 11 Cases shall bear a consolidated caption in the following form:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

5. The foregoing caption shall satisfy the requirements of section 342(c)(1) of the Bankruptcy Code.

6. All original pleadings shall be captioned as indicated in the preceding decretal paragraph, and the Clerk of the Court shall make a docket entry in the docket of each of these Chapter 11 Cases (except for Debtor Coach USA, Inc.) substantially as follows:

An Order has been entered in this case directing the consolidation and joint administration for procedural purposes only of the chapter 11 cases of Coach USA, Inc.; Project Kenwood Holdings, Inc.; Project Kenwood Intermediate Holdings I, Inc.; Project Kenwood Intermediate Holdings II, LLC; Project Kenwood Intermediate Holdings III, LLC; Project Kenwood Acquisition, LLC; Coach USA Administration, Inc.; Route 17 North Realty, LLC; Dillon's Bus Service, Inc.; Hudson Transit Lines, Inc.; Central Cab Company; Central Charters & Tours, Inc.; Transportation Management Services, Inc.; Hudson Transit Corporation; Powder River Transportation Services, Inc.; SL Capital Corp.; 349 First Street Urban Renewal Corp.; Barclay Airport Service, Inc.; Barclay Transportation Services, Inc.; Colonial Coach Corporation; Community Coach, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Orange, Newark, Elizabeth Bus, Inc.; Perfect Body Inc.; International Bus Services, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Transit Corp.; Suburban Trails, Inc.; Rockland Coaches, Inc.; Clinton Avenue Bus Company; Commodore Tours, Inc.; Community Bus Lines, Inc.; Community Tours, Inc.; Coach USA Illinois, Inc.; Coach Leasing, Inc.; Tri-State Coach Lines, Inc.; Sam Van Galder, Inc.; Wisconsin Coach Lines, Inc.; Lakefront Lines, Inc.; Pacific Coast Sightseeing Tours & Charters, Inc.; Kerrville Bus Company, Inc.; CAM Leasing, LLC; Independent Bus Company, Inc.; Leisure Time Tours; Olympia Trails Bus Company, Inc.; Butler Motor Transit, Inc.; Coach USA Tours – Las Vegas, Inc.; Twenty-Four Corp.; TRT Transportation, Inc.; Limousine Rental Service Inc.; 3329003 Canada Inc.; Megabus Canada Inc.; 3376249 Canada Inc.; Megabus Northeast, LLC; Megabus Southeast, LLC; Megabus Southwest, LLC; Megabus West, LLC; Paramus Northeast Mgt. Co., L.L.C.; Gad-About Tours, Inc.; All West Coachlines, Inc.; Coach USA MBT, LLC; Sporrán GCBS, Inc.; Sporrán RTI, Inc.; KILT of RI, Inc.; New York Splash Tours, LLC; Sporrán AWC, Inc.; Sporrán GCTC, Inc.; Lenzner Tours, LTD; Lenzner Tours, Inc.; Pennsylvania Transportation Systems, Inc.; Lenzner Transit,

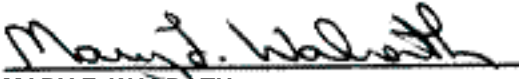
Inc.; Dragon Bus, LLC; Red & Tan Transportation Systems, Inc.; Red & Tan Charter, Inc.; Red & Tan Tours; Lenzner Transportation Group, Inc.; Mister Sparkle, Inc.; Mountaineer Coach, Inc.; Red & Tan Enterprises, Inc.; Chenango Valley Bus Lines, Inc.; 4216849 Canada Inc.; Trentway-Wagar (Properties) Inc.; Megabus USA, LLC; Voyavation LLC; Elko, Inc.; American Coach Lines of Atlanta, Inc.; Rockland Transit Corporation; Trentway-Wagar Inc.; Douglas Braund Investments Limited; The Bus Exchange, Inc.; Midtown Bus Terminal of New York, Inc.; CUSARE, Inc., and CUSARE II, Inc. The docket in the chapter 11 case of Coach USA, Inc., Case No. 24-11258 (MFW), should be consulted for all matters affecting this case.

7. Nothing in the Motion or this Order is intended or shall be deemed or otherwise construed as directing or otherwise effecting a substantive consolidation of the Debtors' estates.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744101.2

EXHIBIT 1

Case Captions

<p>In re:</p> <p>COACH USA, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11258 (MFW)</p> <p>Tax ID No: 76-0608391</p>
<p>In re:</p> <p>Project Kenwood Intermediate Holdings III, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11261 (MFW)</p> <p>Tax ID No: 83-4204431</p>
<p>In re:</p> <p>Project Kenwood Acquisition, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11262 (MFW)</p> <p>Tax ID No: 83-3695607</p>
<p>In re:</p> <p>Coach USA Administration, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11277 (MFW)</p> <p>Tax ID No: 76-0530869</p>
<p>In re:</p> <p>Route 17 North Realty, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11278 (MFW)</p> <p>Tax ID No: 80-0038902</p>
<p>In re:</p> <p>Dillon's Bus Service, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11266 (MFW)</p> <p>Tax ID No: 52-2084398</p>

<p>In re:</p> <p>Hudson Transit Lines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11270 (MFW)</p> <p>Tax ID No: 22-1003545</p>
<p>In re:</p> <p>Central Cab Company,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11280 (MFW)</p> <p>Tax ID No: 25-1302479</p>
<p>In re:</p> <p>Central Charters & Tours, Inc.</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11283 (MFW)</p> <p>Tax ID No: 25-1575205</p>
<p>In re:</p> <p>Transportation Management Services, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11288 (MFW)</p> <p>Tax ID No: 25-1644051</p>
<p>In re:</p> <p>Hudson Transit Corporation,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11290 (MFW)</p> <p>Tax ID No: 14-0764320</p>
<p>In re:</p> <p>Powder River Transportation Services, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11294 (MFW)</p> <p>Tax ID No: 15-0477170</p>

<p>In re:</p> <p>SL Capital Corp.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11296 (MFW)</p> <p>Tax ID No: 22-2883536</p>
<p>In re:</p> <p>349 First Street Urban Renewal Corp.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11299 (MFW)</p> <p>Tax ID No: 26-0290429</p>
<p>In re:</p> <p>Barclay Airport Service, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11303 (MFW)</p> <p>Tax ID No: 22-2440127</p>
<p>In re:</p> <p>Barclay Transportation Services, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11306 (MFW)</p> <p>Tax ID No: 22-2157007</p>
<p>In re:</p> <p>Colonial Coach Corporation,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11279 (MFW)</p> <p>Tax ID No: 22-1732520</p>
<p>In re:</p> <p>Community Coach, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11281 (MFW)</p> <p>Tax ID No: 22-0748733</p>

<p>In re:</p> <p>Community Transit Lines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11285 (MFW)</p> <p>Tax ID No: 22-2244779</p>
<p>In re:</p> <p>Community Transportation, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11289 (MFW)</p> <p>Tax ID No: 22-2771172</p>
<p>In re:</p> <p>Orange, Newark, Elizabeth Bus, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11295 (MFW)</p> <p>Tax ID No: 22-2696588</p>
<p>In re:</p> <p>Perfect Body Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11300 (MFW)</p> <p>Tax ID No: 22-1444220</p>
<p>In re:</p> <p>International Bus Services, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11304 (MFW)</p> <p>Tax ID No: 11-2565636</p>
<p>In re:</p> <p>Short Line Terminal Agency, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11308 (MFW)</p> <p>Tax ID No: 22-1474612</p>

In re: Suburban Management Corp., Debtor.	Chapter 11 Case No. 24-11310 (MFW) Tax ID No: 22-3182287
In re: Suburban Transit Corp., Debtor.	Chapter 11 Case No. 24-11313 (MFW) Tax ID No: 22-1313572
In re: Suburban Trails, Inc., Debtor.	Chapter 11 Case No. 24-11315 (MFW) Tax ID No: 22-2255681
In re: Rockland Coaches, Inc., Debtor.	Chapter 11 Case No. 24-11284 (MFW) Tax ID No: 22-1525368
In re: Clinton Avenue Bus Company, Debtor.	Chapter 11 Case No. 24-11287 (MFW) Tax ID No: 22-0826725
In re: Commodore Tours, Inc., Debtor.	Chapter 11 Case No. 24-11291 (MFW) Tax ID No: 22-2471944

<p>In re:</p> <p>Community Bus Lines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11293 (MFW)</p> <p>Tax ID No: 22-1640714</p>
<p>In re:</p> <p>Community Tours, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11298 (MFW)</p> <p>Tax ID No: 22-2469770</p>
<p>In re:</p> <p>Coach USA Illinois, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11301 (MFW)</p> <p>Tax ID No: 36-2444935</p>
<p>In re:</p> <p>Coach Leasing, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11305 (MFW)</p> <p>Tax ID No: 37-1368001</p>
<p>In re:</p> <p>Tri-State Coach Lines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11307 (MFW)</p> <p>Tax ID No: 02-0544712</p>
<p>In re:</p> <p>Sam Van Galder, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11309 (MFW)</p> <p>Tax ID No: 39-1036253</p>

<p>In re:</p> <p>Wisconsin Coach Lines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11282 (MFW)</p> <p>Tax ID No: 39-0690146</p>
<p>In re:</p> <p>Lakefront Lines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11286 (MFW)</p> <p>Tax ID No: 95-1984207</p>
<p>In re:</p> <p>Pacific Coast Sightseeing Tours & Charters, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11292 (MFW)</p> <p>Tax ID No: 65-0083469</p>
<p>In re:</p> <p>Kerrville Bus Company, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11297 (MFW)</p> <p>Tax ID No: 74-0724360</p>
<p>In re:</p> <p>CAM Leasing, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11263 (MFW)</p> <p>Tax ID No: 45-5258372</p>
<p>In re:</p> <p>Independent Bus Company, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11302 (MFW)</p> <p>Tax ID No: 22-1008670</p>

In re: Olympia Trails Bus Company, Inc., Debtor.	Chapter 11 Case No. 24-11312 (MFW) Tax ID No: 22-1950015
In re: Butler Motor Transit, Inc., Debtor.	Chapter 11 Case No. 24-11316 (MFW) Tax ID No: 25-1098249
In re: Coach USA Tours – Las Vegas, Inc., Debtor.	Chapter 11 Case No. 24-11320 (MFW) Tax ID No: 74-2926206
In re: TRT Transportation, Inc., Debtor.	Chapter 11 Case No. 24-11327 (MFW) Tax ID No: 36-3936051
In re: Lenzner Tours, Inc., Debtor.	Chapter 11 Case No. 24-11328 (MFW) Tax ID No: 25-1752220
In re: Limousine Rental Service Inc., Debtor.	Chapter 11 Case No. 24-11332 (MFW) Tax ID No: 22-1630881

<p>In re:</p> <p>3329003 Canada Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11350 (MFW)</p> <p>Tax ID No: N/A</p>
<p>In re:</p> <p>Megabus Canada Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11352 (MFW)</p> <p>Tax ID No: N/A</p>
<p>In re:</p> <p>3376249 Canada Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11347 (MFW)</p> <p>Tax ID No: N/A</p>
<p>In re:</p> <p>Megabus Northeast, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11268 (MFW)</p> <p>Tax ID No: 26-2062401</p>
<p>In re:</p> <p>Megabus Southeast, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11275 (MFW)</p> <p>Tax ID No: 46-1872940</p>
<p>In re:</p> <p>Megabus Southwest, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11337 (MFW)</p> <p>Tax ID No: 46-1854377</p>

<p>In re:</p> <p>Megabus West, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11342 (MFW)</p> <p>Tax ID No: 46-1948840</p>
<p>In re:</p> <p>Paramus Northeast Mgt. Co., L.L.C.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11343 (MFW)</p> <p>Tax ID No: 22-3769192</p>
<p>In re:</p> <p>Gad-About Tours, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11344 (MFW)</p> <p>Tax ID No: 34-1656355</p>
<p>In re:</p> <p>All West Coachlines, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11345 (MFW)</p> <p>Tax ID No: 74-2522792</p>
<p>In re:</p> <p>Coach USA MBT, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11265 (MFW)</p> <p>Tax ID No: 93-1220116</p>
<p>In re:</p> <p>Red & Tan Enterprises, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11311 (MFW)</p> <p>Tax ID No: 22-1949682</p>

In re: Chenango Valley Bus Lines, Inc., Debtor.	Chapter 11 Case No. 24-11314 (MFW) Tax ID No: 16-1043732
In re: 4216849 Canada Inc., Debtor.	Chapter 11 Case No. 24-11349 (MFW) Tax ID No: N/A
In re: Trentway-Wagar (Properties) Inc., Debtor.	Chapter 11 Case No. 24-11346 (MFW) Tax ID No: N/A
In re: Megabus USA, LLC, Debtor.	Chapter 11 Case No. 24-11271 (MFW) Tax ID No: 20-4664274
In re: Voyavation LLC, Debtor.	Chapter 11 Case No. 24-11267 (MFW) Tax ID No: 27-2902542
In re: Elko, Inc., Debtor.	Chapter 11 Case No. 24-11317 (MFW) Tax ID No: 83-0249542

In re: American Coach Lines of Atlanta, Inc., Debtor.	Chapter 11 Case No. 24-11322 (MFW) Tax ID No: 76-0289769
In re: Rockland Transit Corporation, Debtor.	Chapter 11 Case No. 24-11324 (MFW) Tax ID No: 22-1003830
In re: Trentway-Wagar Inc., Debtor.	Chapter 11 Case No. 24-11348 (MFW) Tax ID No: N/A
In re: Douglas Braund Investments Limited, Debtor.	Chapter 11 Case No. 24-11351 (MFW) Tax ID No: N/A
In re: The Bus Exchange, Inc., Debtor.	Chapter 11 Case No. 24-11326 (MFW) Tax ID No: 22-2742022
In re: Midtown Bus Terminal of New York, Inc., Debtor.	Chapter 11 Case No. 24-11329 (MFW) Tax ID No: 13-1043100

<p>In re:</p> <p>Project Kenwood Intermediate Holdings I, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11259 (MFW)</p> <p>Tax ID No: 83-4367628</p>
<p>In re:</p> <p>Project Kenwood Intermediate Holdings II, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11260 (MFW)</p> <p>Tax ID No: 84-2271798</p>
<p>In re:</p> <p>Leisure Time Tours,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11331 (MFW)</p> <p>Tax ID No: 22-1909654</p>
<p>In re:</p> <p>Twenty-Four Corp.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11335 (MFW)</p> <p>Tax ID No: 80-0038904</p>
<p>In re:</p> <p>Lenzner Tours, LTD,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11338 (MFW)</p> <p>Tax ID No: 25-1753214</p>
<p>In re:</p> <p>Sporran GCBS, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11318 (MFW)</p> <p>Tax ID No: 95-1892104</p>

<p>In re:</p> <p>Sporran RTI, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11321 (MFW)</p> <p>Tax ID No: 33-0313781</p>
<p>In re:</p> <p>KILT of RI, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11323 (MFW)</p> <p>Tax ID No: 05-0217380</p>
<p>In re:</p> <p>New York Splash Tours, LLC,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11276 (MFW)</p> <p>Tax ID No: 56-2593629</p>
<p>In re:</p> <p>Sporran AWC, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11325 (MFW)</p> <p>Tax ID No: 68-0160467</p>
<p>In re:</p> <p>Pennsylvania Transportation Systems, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11274 (MFW)</p> <p>Tax ID No: 25-1795613</p>
<p>In re:</p> <p>Sporran GCTC, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11319 (MFW)</p> <p>Tax ID No: 74-1851629</p>

In re: Lenzner Transit, Inc., Debtor.	Chapter 11 Case No. 24-11341 (MFW) Tax ID No: 25-1791783
In re: Dragon Bus, LLC, Debtor.	Chapter 11 Case No. 24-11272 (MFW) Tax ID No: 26-3480285
In re: Red & Tan Transportation Systems, Inc., Debtor.	Chapter 11 Case No. 24-11330 (MFW) Tax ID No: 22-3256701
In re: Red & Tan Charter, Inc., Debtor.	Chapter 11 Case No. 24-11333 (MFW) Tax ID No: 22-2850702
In re: Red & Tan Tours, Debtor.	Chapter 11 Case No. 24-11339 (MFW) Tax ID No: 22-2240064
In re: Lenzner Transportation Group, Inc., Debtor.	Chapter 11 Case No. 24-11334 (MFW) Tax ID No: 88-0330247

<p>In re:</p> <p>Mister Sparkle, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11336 (MFW)</p> <p>Tax ID No: 22-3254259</p>
<p>In re:</p> <p>Mountaineer Coach, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11340 (MFW)</p> <p>Tax ID No: 25-1764023</p>
<p>In re:</p> <p>CUSARE, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11273 (MFW)</p> <p>Tax ID No: 99-0586030</p>
<p>In re:</p> <p>CUSARE II, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11269 (MFW)</p> <p>Tax ID No: 99-0601287</p>
<p>In re:</p> <p>Project Kenwood Holdings, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 24-11264 (MFW)</p> <p>Tax ID No: 83-4369198</p>

SCHEDULE D
INTERIM UTILITIES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 5

**INTERIM ORDER (I) PROHIBITING UTILITY COMPANIES FROM ALTERING,
REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING
UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT,
(III) ESTABLISHING PROCEDURES FOR DETERMINING ADDITIONAL
ADEQUATE ASSURANCE OF PAYMENT, (IV) SCHEDULING A FINAL
HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Determining Additional Adequate Assurance of Payment, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b);

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. Subject to the Assurance Procedures set forth below, no Utility Company may:
 - (a) alter, refuse, terminate, or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these Chapter 11 Cases or on account of outstanding prepetition invoices, or
 - (b) require additional assurance of payment, other than the Utility Deposit, as a condition to the Debtors receiving such Utility Services.
3. The Debtors shall deposit, as adequate assurance for the Utility Companies, \$223,988.00 in the aggregate (the “Utility Deposit”) into a segregated account maintained at a bank that has entered into a Uniform Depository Agreement in a form prescribed by the Office of the United States Trustee for the District of Delaware (the “Utility Deposit Account”) within twenty (20) days of the Petition Date to be maintained during the pendency of these Chapter 11 Cases as provided for herein, which Utility Deposit shall not be subject to any liens

granted to the Debtors' postpetition lender(s) under any order entered by this Court authorizing debtor in possession financing under section 364 of the Bankruptcy Code.

4. Subject to the Assurance Procedures set forth below, the Utility Deposit constitutes adequate assurance of future payment to the Utility Companies under section 366 of the Bankruptcy Code (the "Adequate Assurance").

5. The following Assurance Procedures are approved in all respects:

- a. Any Utility Company desiring assurance of future payment for utility service beyond the Adequate Assurance must serve a request (an "Additional Assurance Request") so that it is received by the following: (i) Coach USA, Inc., 160 S Route 17 North, Paramus, NJ 07652 (Attn: Chrystal Haag-Morris (chrystal.morris@cr3partners.com)); and (ii) proposed co-counsel to the Debtors, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: William Hao and Andrew T. Frisoli) (william.hao@alston.com, andrew.frisoli@alston.com), Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill and Rebecca L. Lamb) (jmulvihill@ycst.com, rlamb@ycst.com).
- b. Any Additional Assurance Request must: (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company; (iii) set forth the location(s) for which Utility Services are provided and the relevant account number(s); (iv) describe any deposits, prepayments, or other security currently held by the requesting Utility Company; and (v) explain why the requesting Utility Company believes the Adequate Assurance is not sufficient adequate assurance of future payment.
- c. Upon the Debtors' receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with the requesting Utility Company to resolve its Additional Assurance Request.
- d. The Debtors may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of this Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments, and/or other forms of security, if the Debtors believe such additional assurance is reasonable. Without the need for any notice to, or action, order, or approval of, this Court, the Debtors may reduce the amount of the Utility Deposit by any amount allocated to a particular Utility Company to the

extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.

- e. If the Debtors determine that an Additional Assurance Request is not reasonable or are unable to reach an alternative resolution with the applicable Utility Company, the Debtors will request a hearing, upon reasonable notice, before this Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the “Determination Hearing”), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- f. Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these Chapter 11 Cases, or any objections to the Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- g. The Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.
- h. The portion of the Utility Deposit attributable to each Utility Company may be returned to the Debtors, without further order of this Court, on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company’s final invoice following the Debtors’ termination of Utility Services from such Utility Company, provided that such Utility Company does not dispute that it has been paid in full for postpetition services or does not respond to a notice of the Debtors’ intent to reduce the Utility Deposit within fourteen (14) days following the filing and service of such notice upon the affected Utility Company and (ii) the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases.

6. The Debtors are authorized to increase the Utility Deposit by an amount equal to approximately two (2) weeks of the Debtors’ estimated aggregate utility expense for each Additional Utility Company identified subsequent to the Petition Date. The Additional Utility Companies (such as they are defined in the Motion) are subject to the terms of this Interim Order (including the Assurance Procedures).

7. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m.

(prevailing Eastern Time), July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, this Court may enter the Final Order without further notice or hearing.

8. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates; (b) a waiver of the Debtors' right to dispute any claim or lien; or (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

9. The Debtors are authorized to reduce the Utility Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine

should be removed from the Utility Deposit Account upon either: (a) obtaining the affected Utility Company's consent to reduce the Utility Deposit or (b) providing such affected Utility Company with fourteen (14) days' notice of their intent to reduce the Utility Deposit and receiving no response thereto.

10. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

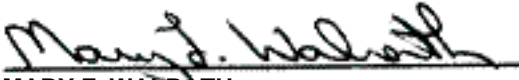
11. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE E
INTERIM TAXES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 6

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN
PREPETITION TAXES AND FEES AND RELATED OBLIGATIONS,
(II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK
AND ELECTRONIC TRANSFER REQUESTS RELATED
THERE TO, (III) SCHEDULING A FINAL HEARING,
AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and Related Obligations, (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Taxes and Fees to the Authorities in the ordinary course of their business up to an aggregate amount of \$610,000.00 absent further order of this Court.
3. The Banks are authorized, but not directed, when requested by the Debtors, to honor and process all checks and electronic payment requests drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or electronic payment requests were submitted prior to, or after, the Petition Date, provided, that sufficient funds are available in the applicable bank accounts to make such payments. The Banks are authorized, but not directed, to rely on the representations of the Debtors with respect to whether any checks or electronic payment requests drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and any such Bank shall not have

any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

4. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition fund transfers to pay the Taxes and Fees to replace any prepetition check or fund transfer requests that may be dishonored or rejected.

5. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

6. Nothing in this Interim Order shall authorize the payment of any past-due taxes.

7. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

8. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

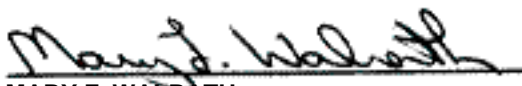
9. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744841.2

SCHEDULE F
INTERIM WAGES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 11

**INTERIM ORDER (I) AUTHORIZING PAYMENT OF CERTAIN PREPETITION
WAGES, SALARIES, AND OTHER COMPENSATION; (II) AUTHORIZING
CERTAIN EMPLOYEE BENEFITS AND OTHER ASSOCIATED OBLIGATIONS;
(III) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND
ELECTRONIC TRANSFER REQUESTS RELATED THERETO;
(IV) SCHEDULING A FINAL HEARING; AND
(V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors, are authorized, but not directed, to pay the Employee Obligations in an amount not to exceed \$20,439,000, consistent with the below chart; *provided, however*, that, subject to the requirements of section 507(a)(4) of the Bankruptcy Code, without prejudice to the Debtors' right to seek additional payments, the Debtors shall not make any payments in excess of \$15,150 on account of prepetition Employee Obligations to any one Employee, absent further order of this Court, unless required by applicable state law.

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Employee Obligation	Amount Requested
Wage Obligations	\$6,700,000
Withholdings Obligations	\$10,000
Union Dues	\$280,000
Reimbursable Expense Obligations	\$1,900,000
Employee Benefits Obligations	\$2,400,000
Employee Insurance Coverage	\$69,000
Workers' Compensation Claims	\$8,000,000
401(k) Contributions	\$80,000
Other Employee Programs Obligations	\$1,000,000
TOTAL	\$20,439,000.00

3. The Debtors are authorized, but not directed, to continue to collect, pay, honor, satisfy, process, and administer, as applicable, the Employee Plans and Programs, in accordance with the Debtors' stated policies and prepetition practices, in the ordinary course during the administration of these Chapter 11 Cases.

4. Nothing in this Interim Order authorizes any payments in excess of the limitations set forth in 11 U.S.C. § 507(a)(4)(A) and 11 U.S.C. § 507(a)(5).

5. Subject to paragraphs 2 and 3 of this Interim Order, the Debtors are authorized, but not directed, to continue to honor the Corporate Cards program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto.

6. The Debtors are authorized, but not directed, to continue using the Corporate Cards and the Corporate Card program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto, subject to the limitations of this Interim Order and any other applicable interim and/or final orders of this Court. The Debtors are further authorized to continue to use the Corporate Cards and the Corporate Card program subject to the terms of any applicable debtor-in-possession financing orders and related loan documents pursuant to which the

obligations in respect of the Corporate Cards and the Corporate Card program are included as obligations thereunder. Any bank may rely on the representations of the Debtors with respect to its use of the Corporate Cards and the Corporate Card program, and such bank shall not have any liability to any party for relying on such representations by a Debtor as provided for herein.

7. Wells Fargo is authorized to make advances from time to time to Debtors with a maximum exposure at any time up to \$2,500,000. All prepetition charges and fees related to the Corporate Cards are authorized and required to be paid.

8. Any existing agreements between or among the Debtors and any bank in respect of the Corporate Cards and the Corporate Card program shall continue to govern the postpetition relationship between the Debtors and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and such bank may, without further order of this Court, agree to and implement changes related to the Corporate Cards or the Corporate Card program in the ordinary course of business, pursuant to the terms of those existing agreements.

9. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com))

and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

10. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise, or (d) a waiver of the right of the Debtors, or shall impair the ability of the Debtors, or any other party in interest, to the extent applicable, to contest the validity and amount of any payment made pursuant to this Interim Order.

11. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

12. Each of the Banks is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Interim Order and any other order of this Court.

13. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any of the Employee Obligations described herein that are dishonored or rejected.

14. Nothing in the Motion or this Interim Order shall be construed to authorize any payments or plans governed by section 503(c)(3) of the Bankruptcy Code (including any payments or plans governed by section 503(c)(1) of the Bankruptcy Code) or any severance plans or payments to insiders in excess of the limits set forth in section 503(c)(2) of the Bankruptcy Code.

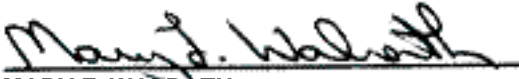
15. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE G
INSURANCE AND SURETY BOND MOTION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 7

**INTERIM ORDER (I) AUTHORIZING (A) PAYMENT OF PREPETITION
OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN
CONNECTION WITH INSURANCE AND SURETY PROGRAMS, INCLUDING
PAYMENT OF POLICY PREMIUMS, BROKER FEES, AND CLAIMS
ADMINISTRATOR FEES, AND (B) CONTINUATION OF INSURANCE
PREMIUM FINANCING PROGRAM; (II) AUTHORIZING BANKS
TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER
REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL
HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance and Surety Programs, Including Payment of Policy Premiums, Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Program; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized to maintain the Insurance Programs and the Surety Program without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Insurance Programs, the Surety Program, or enter into new insurance policies or new surety bonds, and to incur and pay policy premiums, broker fees, and claims administrator fees arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date, or as may be determined by the Debtors in their business judgment.

3. The Debtors are authorized, but not directed, to pay, honor, or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, broker fees (including, without limitation, the Broker Fees), claims administrator fees (including, without limitation, the Claims Administrator Fees), and any other obligations that were due and payable or related to the period prior to the Petition Date on account of each of the Insurance Programs (including the Financed Insurance Program) and the Surety Program up to an aggregate amount of \$976,667.

4. The Debtors are authorized, but not directed, to perform under the Surety Indemnity Agreements, including maintaining, renewing, and/or providing credit support, letters of credit, or other collateral in connection therewith and consistent with past practice, and to enter into new or related agreements in the ordinary course of business. Notwithstanding anything to the contrary Surety Indemnity Agreements, the Debtors' filing of these Chapter 11 Cases shall not constitute a default thereunder.

5. The Debtors are authorized, but not directed, to (a) continue, in the ordinary course of business, the Financed Insurance Program, and renew the PFA and/or enter into new premium financing agreements, as necessary, under substantially similar terms, and (b) make payments under the Financed Insurance Program and the PFA and any renewed PFA or new premium financing programs as the same become due in the ordinary course of business.

6. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New

York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter a final order without further notice or hearing.

7. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

8. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

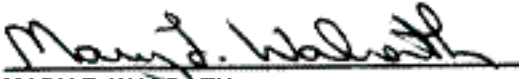
9. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

12. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744872.2

SCHEDULE H
INTERIM CASH MANAGEMENT ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 9

**INTERIM ORDER (I) AUTHORIZING MAINTENANCE OF THE CASH
MANAGEMENT SYSTEM; (II) AUTHORIZING MAINTENANCE OF THE EXISTING
BANK ACCOUNTS; (III) AUTHORIZING CONTINUED USE OF EXISTING
BUSINESS FORMS; (IV) AUTHORIZING CONTINUED PERFORMANCE OF
INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS
AND GRANT OF ADMINISTRATIVE EXPENSE STATUS FOR POSTPETITION
INTERCOMPANY CLAIMS; AND (V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein until such time as this Court conducts a final hearing on this matter.
2. The Debtors are authorized to maintain and use the Cash Management System as described in the Motion.
3. The Debtors are authorized to (a) continue to use, with the same account numbers, the Bank Accounts, (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession, and (c) use, in their present form, all Business Forms, without reference to their status as debtors in possession, except as otherwise provided in this Interim Order.
4. The Banks are hereby authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the usual and ordinary course, and to receive, process, honor, and pay, to the extent of

available funds, any and all checks, drafts, wires, credit card payments, and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided, however*, that, subject to paragraph 6 below, any check drawn or issued by the Debtors before the Petition Date but presented to Banks for payment after the Petition Date may be honored by the Banks only if specifically authorized by order of this Court.

5. Notwithstanding any other provision of this Interim Order, if the Banks honor a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in good faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of reasonable item handling procedures, it shall not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

6. The Banks are authorized to debit the Bank Accounts in the ordinary course of business without need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the filing of these Chapter 11 Cases, (b) all checks, automated clearing house entries, and other items deposited or credited to the Bank Accounts prior to filing of these Chapter 11 Cases that have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to filing of these Chapter 11 Cases and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. The Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

8. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination, fee provisions, rights, benefits, offset rights, and remedies afforded under such agreements, shall remain in full force and effect. Subject to the terms of this Interim Order, either the Debtors or the Banks may, without further order of this Court, implement changes to the Debtors' Cash Management System in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

9. The Debtors are authorized in the ordinary course and consistent with prepetition practices, to open new bank accounts, close any existing Bank Account, and enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Banks, as applicable; provided that any such new account is with one of the Debtors' existing Banks or with an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement. The Debtors shall provide written notice to the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases within ten (10) days of the opening of such account.

10. The Debtors are authorized, but not directed, to continue paying the Bank Fees in the ordinary course of business and to honor and pay obligations in connection with the Bank Fees.

11. The Debtors are authorized to use their existing Business Forms; provided, that once the Debtors' existing stock of Business Forms has been used, the Debtors shall, when reordering checks or other Business Forms, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks.

12. The Debtors are authorized, but not directed, to continue performing Intercompany Transactions in the ordinary course of business and to honor and pay obligations in connection with the Intercompany Transactions; *provided, however*, that, except as contemplated by the Approved Budget (as defined in the DIP Facility), the Debtors shall provide reasonable prior written notice to the DIP Agent and counsel to any statutory committee appointed in these Chapter 11 Cases of any Intercompany Transaction to a non-Debtor or any non-Prepetition ABL Loan Party.

13. The Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts.

14. All Intercompany Claims owed by a Debtor to another Debtor shall be accorded administrative priority status of the kind specified in section 503(b) of the Bankruptcy Code to the extent such obligations arise after the Petition Date.

15. To the extent that any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the Guidelines, the Debtors shall have thirty (30) days from the entry of this Interim Order with respect of the Motion, without

prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the Guidelines; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee without the need for further Court order.

16. Notwithstanding the Debtors' authorized use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtor remits payment for those disbursements.

17. Within five (5) business days from the date of the entry of this Order, the Debtors shall (i) serve a copy of this Interim Order on the Banks and (ii) request that the Banks internally code the Bank Accounts as "debtor in possession" accounts.

18. For Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall immediately: (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) instruct the Bank to rename the Bank Account(s) as "Debtor in Possession" accounts with the Petition Date and the lead case number included on the account title.

19. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the U.S. Trustee (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey

(matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter a final order without further notice or hearing.

20. Nothing in the Motion or this Interim Order shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

21. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

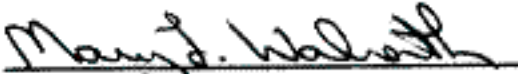
22. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

24. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

25. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744893.2

SCHEDULE I
INTERIM CUSTOMER PROGRAMS ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 13

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO HONOR AND CONTINUE
CERTAIN CUSTOMER PROGRAMS AND CUSTOMER OBLIGATIONS IN
THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING BANKS
TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER
REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL
HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to (a) maintain and administer, in the ordinary course of business and in a manner consistent with past practices, the Customer Programs and to honor the Customer Obligations thereunder in the ordinary course of business as set forth in the Motion, and (b) modify and/or discontinue the Customer Programs, in their business judgment and in the ordinary course of business without further order of this Court.
3. Each of the Banks is authorized to honor checks presented for payment and all fund transfer requests made by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Interim Order and any other order of this Court. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored

pursuant to this Interim Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

4. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with the Customer Programs and the Customer Obligations that are dishonored or rejected.

5. The Debtors are authorized, but not directed, to pay all Unpaid Processing Fees.

6. The Payment Processors used by the Debtors are authorized to offset chargebacks, returns, and fees on account of customer purchases in the ordinary course of business and in a manner consistent with past practice that may have arisen before the Petition Date.

7. Subject to entry of a final order, the Debtors are authorized to continue to honor, perform under, and otherwise satisfy all their obligations owed under the Merchant Services Agreement subject to the terms and conditions thereof, including to pay or reimburse WFMS for all obligations owed under the Merchant Services Agreement, regardless of whether such obligations were incurred prepetition or postpetition. All prepetition charges and fees are authorized and required to be paid. WFMS is authorized to receive or obtain payment from the Debtors for all of the WFMS Obligations, including, without limitation, by way of recoupment or setoff against sales revenue processed by WFMS on behalf of the Debtors under the Merchant Services Agreement, the WFMS Cash Collateral, or any amounts otherwise payable to the Debtors under the Merchant Services Agreement, without further order of this Court, regardless of whether such obligations arose pre-petition or post-petition. WFMS's rights under the Merchant Services Agreement, including the right to modify or amend the Merchant Services Agreement shall not be waived, modified, or impaired by entry of this Interim Order.

8. Any existing agreements between or among the Debtors and any bank in respect of any credit card processing programs used in the ordinary course of business, including but not limited to, the Merchant Services Agreement, shall continue to govern the postpetition relationship between the Debtors and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by this Court, and the Debtors and such bank may, without further order of this Court, agree to and implement changes related to the credit card processing programs in the ordinary course of business, pursuant to the terms of those existing agreements.

9. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A.,

920 North King Street, Wilmington, Delaware (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, this Court may enter the Final Order without further notice or hearing.

10. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

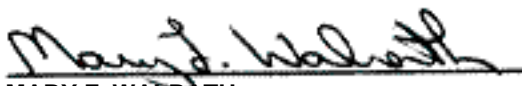
11. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE J
INTERIM CRITICAL VENDORS ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 12

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY PREPETITION
CLAIMS OF CERTAIN CRITICAL VENDORS, 503(b)(9) CLAIMANTS AND
LIEN CLAIMANTS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO;
(III) SCHEDULING A FINAL HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay all or part of, on a case-by-case basis, the Critical Vendor Claims, including the 503(b)(9) Claims, in an amount not to exceed \$5.6 million on an interim basis, absent further order of the Court.
3. The Debtors are authorized, but not directed, to pay all or part, on a case-by-case basis, the Lien Claims in an aggregate amount not to exceed \$1,225,000 on an interim basis, absent further order of the Court.
4. The Debtors are authorized, but not directed, to condition payment to any Critical Vendor or Lien Claimant upon an agreement by the party in question to provide Customary Trade Terms, including reasonable and customary price, service, quality and payment terms to the Debtors on a postpetition basis. The Debtors may require more favorable trade terms with any Critical Vendor or Lien Claimants as a condition to payment of any prepetition claim. In the event that the Debtors and the Critical Vendor or Lien Claimant in question are not, despite

diligent efforts, able to come to a resolution pursuant to the Customary Trade Terms, the Debtors are authorized, but not directed, to make full or partial payment to a Critical Vendor or Lien Claimant only to the extent that the Debtors deem such payment is necessary to ensure that the particular vendor will provide necessary goods and services to the Debtors on a postpetition basis.

5. The Debtors are hereby authorized, but not directed, to require a Critical Vendor or Lien Claimant to enter into a Trade Agreement, substantially in the form attached as Exhibit 1 to this Interim Order, before issuing payment to such Critical Vendor or Lien Claimant.

6. For those Critical Vendors and Lien Claimants who have agreed to provide goods and services to the Debtors on terms different from their Customary Trade Terms, the Debtors reserve the right to seek written acknowledgment of such terms on a case-by-case basis. Nothing in this Interim Order should be construed as a waiver by any of the Debtors of their rights to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

7. If a Critical Vendor or Lien Claimant refuses to supply goods or services to the Debtors on Customary Trade Terms following payment of any portion of its Critical Vendor Claim or Lien Claim, or fails to comply with any trade agreement it entered into with the Debtors, the Debtors may, in consultation with the DIP Agent, and without further order of the Court, (i) declare that any trade agreement, including a Trade Agreement, between the Debtors and such Critical Vendor or Lien Claimant is terminated (if applicable), (ii) declare that any payments made to such Critical Vendor or Lien Claimant on account of its Critical Vendor Claim or Lien Claim, whether pursuant to a trade agreement or otherwise, are deemed to have been in payment of then outstanding postpetition claims of such Critical Vendor or Lien

Claimant, or (iii) treat such payments as avoidable unauthorized postpetition transfers of property.

8. In the event the Debtors exercise the rights set forth in the preceding paragraph, the Debtors may also request that the Critical Vendor or Lien Claimant against which the Debtors exercised such rights be required to immediately return to the Debtors any payments made on account of its Critical Vendor Claim or Lien Claim to the extent that such payments exceed the postpetition amounts then owed to such Critical Vendor, without giving effect to any rights of setoff or reclamation.

9. Any payments with respect to prepetition claims hereunder shall first be used to satisfy any allowed claim of the applicable Critical Vendor or Lien Claimant that is entitled to priority under section 503(b)(9) of the Bankruptcy Code, in whole or in part, and thereafter to satisfy the applicable Critical Vendor or Lien Claimant's general unsecured claim(s). A Critical Vendor or Lien Claimant's execution of a Trade Agreement shall not impact the priority of the Critical Vendor or Lien Claimant's claim.

10. Any Critical Vendor or Lien Claimant that accepts payments pursuant to the authority granted in this Interim Order shall be deemed to agree to the terms and provisions of this Interim Order. The Debtors shall provide a copy of this Interim Order to any Critical Vendor or Lien Claimant to whom a payment is made pursuant to this Interim Order.

11. Each of the Banks is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Interim Order and any other order of this Court.

12. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

in connection with any of the Critical Vendor Claims or Lien Claims described herein that are dishonored or rejected.

13. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

14. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates; (b) a waiver of the Debtors' right to dispute any claim or lien; (c) an admission of the

priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise; or (d) a waiver of the Debtors' right to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

15. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

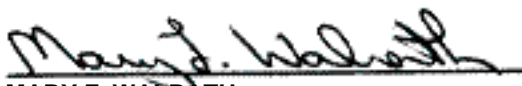
16. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

19. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744919.2

EXHIBIT 1

Trade Agreement

TRADE AGREEMENT

Coach USA, Inc. (the “Company”), on the one hand, and the vendor identified in the signature block below (the “Vendor”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of the latest date in the signature blocks below.

Recitals

WHEREAS on June 11, 2024 (the “Petition Date”), the Company and certain of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS on [●], 2024, the Court entered its *[Interim/Final]Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants;(II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. ____] (the “Critical Vendor Order”)¹ authorizing the Debtors [on an interim/a final] basis, under certain conditions, to pay prepetition claims of certain vendors, including the Vendor, subject to the terms and conditions set forth therein.

WHEREAS prior to the Petition Date, the Vendor delivered goods to the Company and/or performed services for the Company, and the Company paid the Vendor for such goods and/or services, according to Customary Trade Terms (as defined herein).

WHEREAS the Company and the Vendor (each a “Party” and, collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims the Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth herein at length.

2. Vendor Payment. The Vendor represents and agrees that, after due investigation, the sum of all prepetition amounts currently due and owing by the Company to the Vendor is \$[_____] (the “Agreed Vendor Claim”). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim, pay the Vendor \$[_____] on account of its Agreed Vendor Claim (the “Vendor Payment”) (without interest, penalties, or other charges), as such invoices become due and payable, which such Vendor Payments shall reduce the agreed amount of the Agreed Vendor Claim dollar-for-dollar.

¹ Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Critical Vendor Order.

3. Agreement to Supply.

- a. The Vendor shall supply goods to and/or perform services for the Company, and the Company shall accept and pay for goods and/or services from the Vendor (to the extent the Company seeks such services), for the duration of the Debtors' Chapter 11 Cases based on the following terms (the "Customary Trade Terms"): those trade terms at least as favorable to the Company as those practices and programs (including, but not limited to, credit limits, pricing, cash discounts, the number of days for timing of payments and payment terms, allowances (as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable), rebates, product mix, availability, and other applicable terms or programs) in place at any time within the twelve months prior to the Petition Date, or are otherwise acceptable to the Company in light of customary industry practices, except for any partial payments or other payments (or assurances) the Company made with respect to any unfinished product. "Duration of the Debtors' Chapter 11 Cases" means until the earlier of: (i) the effective date of a chapter 11 plan in the Company's Chapter 11 Cases; (ii) the closing of a sale of all or a material portion of the Company's assets pursuant to Bankruptcy Code section 363 resulting in a cessation of the Company's business operations; or (iii) the liquidation of the Company or conversion of the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.
- b. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed to in writing by the Parties.
- c. The Vendor shall continue to honor any existing allowances, rebates, credits, contractual obligations, or balances that were accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.
- d. The Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company, in the quantities as the Company has requested, to the best of their ability in the ordinary course of business pursuant to the Customary Trade Terms.
- e. The Vendor shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide services to the Debtors for the duration of the Debtors' chapter 11 cases.

4. Payment Terms. The Vendor agrees to supply post-petition goods and services to the Company in accordance with the Customary Trade Terms, which include the following payment terms:

5. Other Matters.

- a. The Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtors' Chapter 11 Cases on account of any outstanding administrative claims the Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. The Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.
- b. The Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Debtors' Chapter 11 Cases.
- c. The Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if the Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, the Vendor will promptly take all necessary actions to remove such liens and hereby authorizes the Company to take any such actions on its behalf.

6. Breach.

- a. In the event that the Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to the Vendor, the Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to the Vendor from the Company.
- b. In the event that the Company recovers the Vendor Payment, the Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.
- c. The Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, the Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable

relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. The Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

7. Notice.

If to the Vendor, then to the person and address identified in the signature block hereto.

If to the Company:

Spencer Ware
Chief Restructuring Officer
CR3 Partners
135 W 50th Street, Suite 200
New York, New York 10020
Email: spencer.ware@cr3partners.com

If to Proposed Counsel to the Debtors:

YOUNG CONAWAY STARGATT & TAYLOR LLP
Rodney Square
1000 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Attn: Sean M. Beach
Joseph M. Mulvihill
Emails: sbeach@ycst.com
jmulvihill@ycst.com

-and-

ALSTON & BIRD LLP
90 Park Avenue
New York, New York 10016
Telephone: (212) 210-9400
Attn: J. Eric Wise
Matthew K. Kelsey
William Hao
Emails: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

8. Representations and Acknowledgments. The Parties agree, acknowledge and represent that:
- a. the Parties have reviewed the terms and provisions of the Critical Vendor Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Critical Vendor Order;
 - b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Critical Vendor Order;
 - c. if the Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Critical Vendor Order, the Bankruptcy Code, or applicable law; and
 - d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from the Vendor to the Company, until a ruling of the Court is obtained.
9. Confidentiality. In addition to any other obligations of confidentiality between the Vendor and Company, the Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the “Confidential Information”); provided that if any party seeks to compel the Vendor’s disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Vendor intends to disclose any or all of the Confidential Information, the Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; provided, further, that if such remedy is not obtained, the Vendor shall furnish only such information as the Vendor is legally required to provide.
10. Miscellaneous.
- a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.
 - b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor

of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

- c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.
- d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.
- f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE LATEST DAY SET FORTH BELOW:

[DEBTOR ENTITY]

[VENDOR]

By: [●]
Title: [●]

By: [●]
Title: [●]
Address: [●]

Date:

SCHEDULE K
KROLL RETENTION MOTION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 8

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF KROLL
RESTRUCTURING ADMINISTRATION LLC AS CLAIMS AND NOTICING AGENT**

Upon the *Debtors' Application for Appointment of Kroll Restructuring Administrator LLC as Claims and Noticing Agent* (the "Section 156(c) Application") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Section 156(c) Application; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Section 156(c) Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Section 156(c) Application has been given as set forth in the Section 156(c) Application and that such notice is adequate and no other or further notice need be given; and this Court having considered the Steele Declaration; and the Debtors having estimated that there are in excess of 200 creditors in these Chapter 11 Cases,

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

many of which are expected to file proofs of claim; and it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time-consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and this Court being satisfied that Kroll has the capability and experience to provide such services and that Kroll does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and a hearing having been held to consider the relief requested in the Section 156(c) Application; and upon the record of the hearing on the Section 156(c) Application and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Section 156(c) Application is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Section 156(c) Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application, the Section 156(c) Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain Kroll as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Kroll is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Section 156(c) Application.

3. Kroll shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Kroll is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Kroll is authorized to take such other action to comply with all duties set forth in the Section 156(c) Application.

6. The Debtors are authorized to compensate Kroll in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Kroll and the rates charged for each, and to reimburse Kroll for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Kroll to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Kroll shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Kroll under this Order shall be an administrative expense of the Debtors' estates.

10. Kroll may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and, thereafter, Kroll may hold its retainer under the Engagement Agreement during these Chapter 11 Cases as security for payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Kroll under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Kroll shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

13. The limitation of liability section of the Engagement Agreement is deemed to be of no force or effect with regard to the services provided pursuant to this Order.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Kroll, or provide contribution or reimbursement to Kroll, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Kroll's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Kroll's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Kroll should not receive indemnity,

contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Kroll believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Kroll must file an application therefor in this Court, and the Debtors may not pay any such amounts to Kroll before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Kroll for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Kroll. All parties in interest shall retain the right to object to any demand by Kroll for indemnification, contribution, or reimbursement.

16. In the event that Kroll is unable to provide the services set out in this Order, Kroll will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

17. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by Kroll but is not specifically authorized by this Order.

18. The Debtors and Kroll are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 156(c) Application.

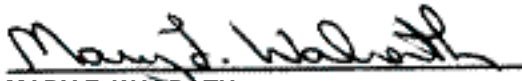
19. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

21. Kroll shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of this Court.

22. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application and the Order, this Order shall govern.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744886.2

SCHEDULE L
CREDITOR MATRIX REDACTION ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 3

**ORDER (I) AUTHORIZING THE REDACTION OF CERTAIN PERSONALLY
IDENTIFIABLE INFORMATION IN THE DEBTORS' CREDITOR MATRIX
AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing the Redaction of Certain Personally Identifiable Information in the Debtors' Creditor Matrix and (II) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to redact the home addresses, but not the names, of individuals listed on the Creditor Matrix or other documents that the Debtors file with the Court; *provided, however*, that the Debtors shall provide an unredacted version of the Creditor Matrix and any other filings redacted pursuant to this Order to (i) this Court, the U.S. Trustee, counsel to Wells Fargo Bank, National Association, and counsel to any statutory committee appointed in these Chapter 11 Cases, and (ii) any party in interest upon a request to the Debtors (email is sufficient) or to this Court that is reasonably related to these Chapter 11 Cases, or as otherwise ordered by this Court; *provided* that each party (other than the U.S. Trustee) receiving an unredacted copy of the Creditor Matrix or any other applicable document shall keep such redacted information confidential unless otherwise required to be disclosed by law or court order. The Debtors shall inform the U.S. Trustee promptly after denying any request for an unredacted document pursuant to this Order.
3. The Debtors shall file an unredacted version of the Creditor Matrix, with residential addresses, under seal, within five (5) business days of entry of this Order.

4. Nothing in this Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any individual solely because such individual's personally identifiable information is sealed or redacted pursuant to this Order. Service of all documents and notices upon individuals whose personally identifiable information is sealed or redacted pursuant to this Order shall be made to their residential addresses and confirmed in the corresponding certificate of service. The Debtors shall provide the redacted information to any party in interest that files a motion that indicates the reason such information is needed and that, after notice and a hearing, is granted by this Court.

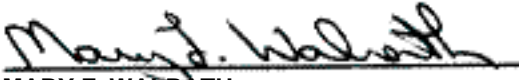
5. If the U.S. Trustee or any other party in interest files a document that must be served on a redacted party, the Debtors' claims and noticing agent shall undertake such service.

6. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE M
INTERIM NOL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 16

**INTERIM ORDER ESTABLISHING CERTAIN NOTICE AND HEARING
PROCEDURES FOR (I) CERTAIN TRANSFERS OF EQUITY IN (A) PROJECT
KENWOOD HOLDINGS, INC., (B) PROJECT KENWOOD INTERMEDIATE
HOLDINGS I, INC., (C) PROJECT KENWOOD INTERMEDIATE HOLDINGS II, LLC
AND (D) PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC,
AND (II) CERTAIN CLAIMS OF WORTHLESSNESS WITH
RESPECT TO THE FOREGOING EQUITY INTERESTS**

Upon the *Debtors Motion for Entry of Interim and Final Orders Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity in (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness With Respect to the Foregoing Equity Interests* (the “Motion”)² filed by the above-captioned debtors and debtors in possession (the “Debtors”); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. Any purchases, sales, or other transfers of PKH Stock and claims of Worthless Stock Deductions on or after the Petition Date in violation of the procedures set forth herein (including the notice requirements set forth herein) shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
3. The following procedures shall apply to trading in equity in Debtor Project Kenwood Holdings, Inc., Debtor Project Kenwood Intermediate Holdings I. Inc., Debtor Project Kenwood Intermediate Holdings II, LLC and Project Kenwood Intermediate Holdings III, LLC

(including any Beneficial Ownership (as defined below) thereof and any Options (as defined below) with respect thereto, “PKH Stock”):

- a. Any purchase, sale, or other transfer of PKH Stock on or after the Petition Date in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
- b. Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) who currently is or becomes a Substantial Shareholder (as defined in subparagraph (f) below) shall file with the Court, and serve on counsel to the Debtors, a notice of such status, in the form attached to the Motion as Exhibit A-1, on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order or Notice of Final Order (as defined below and as applicable) and (ii) ten (10) calendar days after becoming a Substantial Shareholder.
- c. At least fourteen (14) calendar days prior to effectuating any transfer of PKH Stock that would result in an increase in the amount of PKH Stock beneficially owned by a Substantial Shareholder or would result in a person or entity increasing the ownership of a Substantial Shareholder in any of the Debtors or becoming a Substantial Shareholder, such person (or person or entity that may become a Substantial Shareholder) shall file with the Court, and serve on counsel to the Debtors, advance written notice, in the form attached to the Motion as Exhibit A-2, of the intended transfer of PKH Stock.
- d. At least fourteen (14) calendar days prior to effectuating any transfer of PKH Stock that would result in a decrease in the amount of PKH Stock beneficially owned by such person or would result in a person or entity ceasing to be a Substantial Shareholder, such person shall file with the Court, and serve on counsel to the Debtors, advance written notice, in the form attached to the Motion as Exhibit A-3, of the intended transfer of PKH Stock (the notices required to be filed and served under subparagraphs (c) and (d), each a “Notice of Proposed Transfer”).
- e. The Debtor (or party-in-interest) s shall have seven (7) calendar days after receipt of a Notice of Proposed Transfer to file with the Court and serve on such Substantial Shareholder (or person or entity that may become a Substantial Shareholder) an objection to the proposed transfer of PKH Stock described in the Notice of Proposed Transfer on the grounds that such transfer may adversely affect the Debtors’ ability to utilize their Tax Attributes. During such 7-day period, and while any objection by the Debtors (or any other party in interest) to the proposed transfer is pending, such Substantial Shareholder (or person or entity that may become a Substantial Shareholder) shall not effectuate the proposed transfer to which the Notice of Proposed Transfer relates and thereafter shall do so only in accordance with the Court’s ruling, and, as applicable, any appellate rules and procedures. If the Debtors (and parties-in-interest) do not object within

such 7-day period, such transaction may proceed solely as set forth in the Notice of Proposed Transfer. Further transactions within the scope of this subparagraph (e) must be the subject of additional notices as set forth herein, with an additional 7-day waiting period.

- f. For purposes of these procedures, (A) a “Substantial Shareholder” is any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) which has Beneficial Ownership of at least 4.5% of all issued and outstanding shares of PKH Stock, and (B) “Beneficial Ownership” or any variation thereof of PKH Stock shall be determined in accordance with applicable rules under Section 382, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by the holder’s family members and persons acting in concert with the holder to make a coordinated acquisition of stock, and (iii) ownership of an Option to acquire PKH Stock, but only to the extent such Option is treated, or would be treated, as exercised under Treasury Regulations Section 1.382-4(d). An “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

4. The following procedures shall apply to claims of worthlessness for federal or state tax purposes with respect to PKH Stock (a “Worthless Stock Deduction”):

- a. Any Worthless Stock Deduction on or after the Petition Date for any tax purpose in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
- b. Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) who currently is or becomes a 50% Shareholder (as defined in subparagraph e below) shall file with the Court, and serve on counsel to the Debtors, a notice of such status, in the form attached to the Motion as **Exhibit A-4**, on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order or Notice of Final Order (as defined below and as applicable) and (ii) ten (10) calendar days after becoming a 50% Shareholder.
- c. At least fourteen (14) calendar days prior to filing any federal or state tax return, or any amendment to such a return, claiming any Worthless Stock Deduction, for a tax year ending before the Debtors’ emergence from chapter 11, such 50% Shareholder shall file with the Court, and serve on counsel to the Debtors, an advance written notice, in the form attached to the Motion as **Exhibit A-5** (a “Notice of Intent to Claim a Worthless Stock Deduction”) of the intended claim of worthlessness.

- d. The Debtors (and any party-in-interest) will have ten (10) calendar days after receipt of a Notice of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50% Shareholder an objection to any proposed claim of worthlessness described in the Notice of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. During such 10-day period, and while any objection by the Debtors (or any other party in interest) to the proposed claim is pending, such 50% Shareholder shall not claim, or cause to be claimed, the proposed worthless stock deduction to which the Notice of Intent to Claim a Worthless Stock Deduction relates and thereafter shall do so only in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors (and parties-in-interest) do not object within such 10-day period, the filing of the tax return with such claim would be permitted only as set forth in the Notice of Intent to Claim a Worthless Stock Deduction. Additional tax returns or amendments within the scope of this subparagraph must be the subject of additional notices as set forth herein, with an additional 10-day waiting period.
- e. For purposes of these procedures, (A) a "50% Shareholder" is any person or entity that, at any time during the three-year period ending on the Petition Date, has had Beneficial Ownership of 50% or more of PKH Stock (determined in accordance with Section 382(g)(4)(D) of the IRC and the applicable regulations thereunder), and (B) "Beneficial Ownership" or any variation thereof of PKH Stock and Options to acquire PKH Stock) shall be determined in accordance with applicable rules under Section 382, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by the holder's family members and persons acting in concert with the holder to make a coordinated acquisition of stock, and (iii) ownership of an Option to acquire PKH Stock, but only to the extent such Option is treated as exercised under Treasury Regulations Section 1.382-4(d). An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

5. The Debtors may waive any and all restrictions, stays and notification procedures contained in this Interim Order.

6. The Debtors shall serve the Notice of Interim Order, substantially in the form attached to the Motion as Exhibit A-7 (the "Notice of Interim Order"), on the following: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to Wells Fargo Bank,

National Association; (d) counsel to Variant Equity; and (e) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

7. Any person or entity (or any broker or agent acting on their behalf) who sells 4.5% or more of all issued and outstanding shares of PKH Stock to another person or entity shall be required to provide the Notice of Interim Order to such purchaser (or any broker or agent acting on their behalf) (unless the Court has already entered the Final Order). If at the time of purchase, the Court has entered the Final Order, any person or entity (or any broker or agent acting on their behalf) who sells 4.5% or more of all issued and outstanding shares of PKH Stock to another person or entity shall provide the purchaser (or any broker or agent acting on their behalf) with the Notice of Final Order pursuant to the terms of the Final Order.

8. The requirements set forth in this Interim Order are in addition to the requirements of Bankruptcy Rule 3001(e) and applicable securities, corporate and other laws, and do not excuse compliance therewith.

9. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

10. The Debtors shall keep all information provided in any notices delivered to it pursuant to the procedures set forth herein strictly confidential, to the extent such information has been redacted in the versions of such notices filed with the Court, and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court, (ii) to the extent otherwise required by law, or (iii) to the extent that the information contained therein is already available to the public; *provided, however*, that the Debtors may disclose the contents thereof to their attorneys and financial advisors, who shall keep all such notices strictly confidential in the same manner as the Debtors are required to do,

subject to further Court order. To the extent confidential information is necessary to respond to a petition or objection filed with the Court, such confidential information shall be filed under seal in accordance with the procedures set forth in Local Rule 9018-1(d).

11. A final hearing (the “Final Hearing”) to consider the relief requested in the Motion shall be held on July 9, 2024 at 3:00 p.m. (ET). Any party in interest objecting to the relief sought at the Final Hearing or the Final Order shall file a written objection no later than July 2, 2024 at 4:00 p.m. (ET), which objection shall be served upon the following parties:

- (i) the Debtors, 160 S Route 17 North, Paramus, NJ 07652, Attn: Spencer Ware (spencer.ware@cr3partners.com);
- (ii) proposed counsel for the Debtors, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com);
- (iii) proposed counsel for the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn: Sean M. Beach (sbeach@ycst.com) and Joseph M. Mulvihill (jmulvihill@ycst.com);
- (iv) counsel to the DIP Agent, Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603, Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com);
- (v) counsel to Variant Equity, Sidley Austin LLP, 1999 Avenue of the Stars, Los Angeles, California 90067, Attn: Sam Newman (sam.newman@sidley.com);
- (vi) counsel to any statutory committee appointed in these Chapter 11 Cases; and
- (vii) the Office of the United States Trustee for the District of Delaware, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801.

12. If no objections to the entry of the Final Order are timely filed, this Court may enter the Final Order without further notice or a hearing.

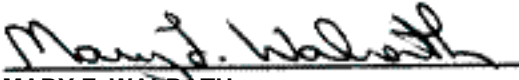
13. The requirements of Bankruptcy Rule 6003(b) are satisfied.

14. The requirements of Bankruptcy Rule 6004(a) are waived.

15. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31745110.2

SCHEDULE N JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties¹ in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.²
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

¹ The term “parties” when used in these Guidelines shall be interpreted broadly.

² Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,³ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

³ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

Schedule O

Information Officer's Certificate

Court File Number: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC.,
3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR
(PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND
INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AS AMENDED**

INFORMATION OFFICER'S CERTIFICATE

RECITALS

- A.** Pursuant to the Supplemental Order (Foreign Main Proceeding) (the “**Order**”) of the Honorable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 14, 2024, Alvarez & Marsal Canada Inc. was appointed as the Information Officer in these proceedings (the “**Information Officer**”).
- B.** Pursuant to the Order, the Court declared that the Directors' Charge granted in paragraph 21 of the Order shall be reduced to: (i) \$450,000 upon the completion of one or more transactions for the sale of all or substantially all of the Property providing for the employment of substantially all employees of the Canadian Debtors and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Debtors that were secured under the Directors' Charge (a “**Transaction**”), as evidenced by the

filing of a certificate of the Information Officer confirming closing of such Transaction(s) (a “**Closing Certificate**”); or (ii) an amount to be determined by the Canadian Debtors and the DIP Lender, in consultation with the Information Officer; upon the service by the Information Officer of a certificate substantially in the form attached therein.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Order.

THE INFORMATION OFFICER CERTIFIES that:

1. The Information Officer has received confirmation that a Transaction has occurred and has filed a Closing Certificate. Consequently, the Information Officer is serving this certificate to confirm that the amount of the Directors’ Charge shall be reduced to \$[●].
2. This Certificate was served by the Information Officer on the Service list at [TIME] on [DATE] in accordance with the Order.

ALVAREZ & MARSAL CANADA INC., in its capacity as Information Officer of the Canadian Debtors and not in its personal capacity

Per:

Name:

Title:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: [●]

AND IN THE MATTER OF MEGABUS CANADA INC., 3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR (PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND INVESTMENTS LIMITED

APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant