

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Second Amended and Restated Credit Agreement (this “Amendment”) is made as of February 28, 2025, by and among:

HUDSON’S BAY COMPANY ULC, an unlimited liability company organized under the laws of the Province of British Columbia, as the lead borrower (in such capacity, the “Lead Borrower”) for the Borrowers (as defined below),

each other borrower party hereto (together with the Lead Borrower, each a “Borrower” and collectively, the “Borrowers”),

the guarantors party hereto (collectively, the “Guarantors”),

BANK OF AMERICA, N.A. (including acting through its branches and Affiliates), as Administrative Agent and Collateral Agent (in such capacities, the “Agent”),

RESTORE CAPITAL, LLC, as FILO Agent (the “FILO Agent”), and

the undersigned LENDERS party hereto;

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement, dated as of December 23, 2024 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by, among others, (i) the Borrowers from time to time party thereto, (ii) the Guarantors from time to time party thereto, (iii) the Lenders from time to time party thereto, (iv) the Agent and (v) the FILO Agent;

WHEREAS, the Lead Borrower has requested that the Agent and the Lenders provide for certain modifications to the Credit Agreement. The Agent and the Lenders are willing to do so, but only upon the terms and conditions set forth herein; and

WHEREAS, Section 10.01 of the Credit Agreement provides that the Agent and the Lenders may amend, waive or modify certain conditions of the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. **Defined Terms.** Capitalized terms used in this Amendment shall have the respective meanings assigned to such terms in the Credit Agreement, as applicable, unless otherwise defined herein.

Section 2. **Amendments to Credit Agreement.** Subject to satisfaction (or waiver by all Lenders) of the conditions set forth in Section 3 hereof (the first such date on which the conditions are satisfied or waived by all Lenders, the “First Amendment Effective Date”), the Credit Agreement is hereby amended to:

(a) delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in Annex A attached hereto; and

(b) Schedules to Credit Agreement. Schedule 2.01 to the Credit Agreement is hereby deleted in its entirety and substituted in its stead is the updated Schedule 2.01 attached hereto as Annex B.

(c) Commitment Reduction. On the First Amendment Effective Date, each of the parties hereto acknowledge and agree that the Aggregate Revolving Commitments shall be reduced from C\$240,374,500 to C\$200,000,000, as more fully set forth on Schedule 2.01 to the Credit Agreement set forth as Annex B.

Section 3. Effectiveness. The effectiveness of this Amendment is conditioned upon the reasonable satisfaction or waiver by the Agent and the Lenders (subject to clause (a) below) of the following conditions precedent:

- (a) The Agent shall have received executed signature pages hereto from each Borrower, the Guarantors, the FILO Agent and each of the Lenders.
- (b) On the date hereof and after giving effect to the transactions contemplated by this Amendment, no Default or Event of Default shall have occurred and be continuing.
- (c) The Credit Agreement shall be in full force and effect and shall not have been further amended except to reflect the terms and conditions set forth in this Amendment.
- (d) The Agent and FILO Agent shall have received an executed copy of a consent under the Term Loan Intercreditor Agreement by the Term Loan Agent and the lenders party to the Term Loan Credit Agreement with respect to the modification to the definition of Cash Dominion Event contemplated by this Amendment, in form and substance reasonably satisfactory to the Agent and FILO Agent.
- (e) Receipt by the Agent and FILO Agent of all fees, expenses and other amounts due and payable on or prior to the date hereof, including without limitation, reimbursement or payment of all out-of-pocket expenses of the Agent and FILO Agent required to be reimbursed or paid by the Loan Parties hereunder, under any other Loan Document and under any agreement with the Agent and the FILO Agent to the extent invoiced to the Loan Parties one (1) Business Day prior to the date hereof; provided that the reimbursement of outside counsel fees of the FILO Agent shall be subject to Section 10 of this Amendment; provided, that to the extent not paid on the First Amendment Effective Date, such fees, expenses and other amounts due and payable on the First Amendment Effective Date may be paid no later than March 3, 2025.
- (f) Receipt by the Agent and FILO Agent of an amendment to that certain Shared Services Agreement, dated as of December 23, 2024 (the "Existing Shared Services Agreement"), by and among Saks Global Enterprises LLC, a Delaware limited liability company, the Lead Borrower and HBC Canada Parent Holdings 2 Inc., a corporation organized under the laws of the Province of British Columbia extending the "Termination Date" under and as defined in the Existing Shared Services Agreement to the date that the "Shared Services Agreement" as defined in the Existing Shared Services Agreement is entered into.

Section 4. **Covenant.** Promptly after the First Amendment Effective Date and thereafter promptly upon request as may be reasonably requested by the Agent or the FILO Agent from time to time, the Loan Parties shall provide the requisite inventory count data from each of the systems referenced in count process documentation to reconcile inventory count metrics, including, but not limited to:

- (a) Total units counted by store location from DataScan.
- (b) Following completion of reconciliation process (which shall be completed no later than March 21, 2025), the Loan Parties will provide copies of reconciliation data that are also provided to external auditors, which include:
 - (i) Total units by location imported from DataScan. Detailed adjustments made by store, location and department (e.g., reason, by item, adjusted amount) from CPI, Microstrategy, and/or another system typically used in their reconciliation process.
 - (ii) Total adjusted units by location by dept imported from CPI, Microstrategy, and/or another system typically used in their reconciliation process, Detailed in/outs by location by dept (i.e. sales, receipts), Total reconciled units by location by dept and Total expected units per book by location by dept from IR (“Inventory Reconciliation”); and
 - (iii) Total reconciled units by location by dept imported from IR and cost by location by dept from CSL (“Cost Stock Ledger”).
- (c) Total Units counted for each STYLE;
- (d) weighted average cost (“WAC”) for each STYLE as of January 4 2025; and
- (e) WAC for each STYLE at the point of time that the adjusted inventory count is applied.

Section 5. **Milestones.** The Loan Parties shall comply with the following Milestones. Any breach or default under this Section 5 shall constitute an immediate Event of Default under Section 8.01 of the Credit Agreement without giving effect to any grace periods contained therein.

- (a) No later than March 3, 2025, the Agent and FILO Agent shall have received a schedule (the “Rent Schedule”) from the Loan Parties detailing the amount and due dates of all rent payments on any property required to be paid by any Loan Party through the period ending March 31, 2026 in form and substance reasonably satisfactory to the Agent and FILO Agent;
- (b) No later than March 5, 2025 (or such later date as agreed to by the Agent and FILO Agent), the Loan Parties shall engage, and shall thereafter continue the engagement of, a financial advisor satisfactory to the Agent and FILO Agent (the “Company FA”), to advise and assist the Loan Parties with their on-going assessment of the Loan Parties’ financial performance and their ability to repay the Obligations, with such engagement to be on terms and conditions with respect to compensation and scope reasonably satisfactory to the Agent and FILO Agent. For the avoidance of doubt, nothing herein shall limit the ability of the Agent or FILO Agent to engage any consultants or advisors at the Loan Parties’ expense in accordance with the Credit Agreement;

(c) No later than March 10, 2025 (or such later date as agreed to by the Agent and FILO Agent) enter into the Shared Services Agreement (as defined in the Existing Shared Services Agreement) in form and substance reasonably satisfactory to the Agent and FILO Agent;

(d) No later than March 7, 2025 (or such later date as agreed to by the Agent and FILO Agent), the Lead Borrower shall open a segregated deposit account (the “Specified Account”) with the Agent which Specified Account shall be in the sole dominion and control of the Agent pursuant to a control agreement in form and substance satisfactory to the Agent and FILO Agent; provided, that the Agent and the FILO Agent agree to extend such deadline for administrative delays not caused by any act or omission on the part of any Loan Party; and

(e) Promptly following the First Amendment Effective Date, the Lead Borrower, the Agent and the FILO Agent shall agree on a structure to implement cash dominion or an alternative structure reasonably satisfactory to the Agent and FILO Agent at a time when no Revolving Loans are outstanding or are permitted to be borrowed by the Lead Borrower.

Section 6. **Cash Management Reserves.** The Loan Parties acknowledge that as of February 28, 2025, the Agent properly implemented a reserve in respect of purchase card services provided by the Agent in an amount equal to C\$8,000,000, as such amount may be adjusted from time to time in the Agent’s Reasonable Credit Judgment.

Section 7. **Specified Leaseholds.** Notwithstanding anything to the contrary in the Credit Agreement or any other Loan Document, the Loan Parties agree that they shall not Dispose of the Specified Canadian Leaseholds (as defined in the Term Loan Credit Agreement as of the First Amendment Effective Date) for Store No. 1547, Richmond Hill, ON (Hillcrest Mall) (“Hillcrest Mall”). Subject to the requirements binding upon the Agent pursuant to the Term Loan Intercreditor Agreement, the Loan Parties acknowledge and the Agent hereby agrees, that the Agent shall not release its Mortgage on Hillcrest Mall, without the prior written consent of the FILO Agent. Nothing herein shall be deemed to limit the rights of the Term Loan Agent under the Term Loan Intercreditor Agreement.

Section 8. **Representations, Warranties and Covenants.** Notwithstanding anything else contained in this Amendment, the Credit Agreement or any other Loan Document to the contrary, the Loan Parties hereby represent and warrant that immediately after giving effect to this Amendment and the transactions contemplated hereby (i) no Default or Event of Default exists and (ii) all representations and warranties contained in the Credit Agreement or in any other Loan Document are true and correct in all material respects on and as of the date hereof, except (x) in the case of any representation and warranty qualified by materiality, they are true and correct in all respects, (y) to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (or in all respects, as applicable) as of such earlier date.

Section 9. **Release by the Loan Parties.** Each Loan Party for and on behalf of itself and its legal representatives, successors and assigns, fully, unconditionally, and irrevocably waives, releases, relinquishes and forever discharges the Agent, FILO Agent the Lenders and each of their parents, subsidiaries, and affiliates, its and their respective past, present and future directors, officers, managers, agents, employees, insurers, attorneys, representatives and all of their respective heirs, successors and assigns, (collectively, the “Released Parties”), of and from any and all manner of action or causes of action, suits, claims, liabilities, losses, costs, expenses, demands, judgments, damages (including compensatory and punitive damages), levies and executions of whatsoever kind, nature and/or description arising on or before the date hereof, in each case whether known or unknown, asserted or unasserted, liquidated or unliquidated, joint or several, fixed or contingent, direct or indirect, contractual or tortious, which the Loan Parties, or their legal representatives, successors or assigns, ever had or now has or may claim to have

against any of the Released Parties, with respect to any matter whatsoever, including, without limitation, the Loan Documents, the administration of any Loan Documents, the negotiations relating to this Amendment and the other Loan Documents executed in connection herewith and any other instruments and agreements executed by the Loan Parties in connection therewith or herewith, arising on or before the date hereof.

Section 10. **Counterparts.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” and words of like import in this Amendment or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Amendment and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous letters of intent, commitment letters, agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Amendment.

Section 11. **Applicable Law.** THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 12. **Fees and Expenses.** The Loan Parties agree to pay all Credit Party Expenses, including all fees, charges and disbursements of counsel for the Agent in accordance with Section 10.04 of the Credit Agreement. Notwithstanding anything to the contrary in the Credit Agreement, the Loan Parties agree to pay the reasonable fees and expenses of Richter Consulting, Inc. (“Richter”) as a financial consultant to the Agent and FILO Agent, pursuant to that certain engagement letter dated as of February 21, 2025 between Ropes and Richter.

Section 13. **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 14. **Effect of Amendment.** Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the other Credit Parties under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of either such agreement or any other Loan Document. Except as expressly modified herein, each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Loan Document is hereby ratified and re-affirmed in all respects and shall continue in full force and effect. The Loan Parties hereby acknowledge, confirm and agree that the Security Documents, as modified, and any and all Liens previously granted to the Agent, for the benefit of the Credit Parties, shall continue to secure all applicable Obligations of the Loan Parties at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents, as such Obligations have been amended pursuant to this Amendment. The Guarantors hereby acknowledge, confirm and agree that the Guaranteed Obligations of

the Guarantors under, and as defined in, each Facility Guaranty include, without limitation, all Obligations of the Loan Parties at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents, as such Obligations have been amended pursuant to this Amendment. From and after the date hereof, all references to the Credit Agreement in any Loan Document shall, unless expressly provided otherwise, refer to the Credit Agreement as amended by this Amendment. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

HUDSON'S BAY COMPANY ULC, as the Lead
Borrower

By:



Name: Jennifer Bewley
Title: Chief Financial Officer

HBC CANADA PARENT HOLDINGS 2 INC.,
as a Guarantor

By:



Name: Ian Putnam
Title: Vice President

HBC CANADA PARENT HOLDINGS INC., as
a Guarantor

By:



Name: Jennifer Bewley
Title: Treasurer

THE BAY HOLDINGS ULC, as a Guarantor

By:



Name: Jennifer Bewley
Title: Chief Financial Officer

THE BAY LIMITED PARTNERSHIP, as a
Guarantor

By: its general partner, THE BAY HOLDINGS
ULC

By:



Name: Jennifer Bewley
Title: Chief Financial Officer

HBC BAY HOLDINGS I INC., as a Guarantor

By:



Name: Jennifer Bewley
Title: Assistant Treasurer

HBC BAY HOLDINGS II ULC, as a Guarantor

By:



Name: Jennifer Bewley
Title: Assistant Treasurer

**BANK OF AMERICA, N.A., as Administrative Agent
and Collateral Agent**

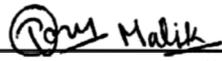
By:



Name: Joseph Burt

Title: Senior Vice President

BANK OF AMERICA, N.A. (acting through
Its Canada Branch), as a Revolving Lender, L/C Issuer
and Swing Line Lender

By: 
Name: Tanu Malik
Title: Vice President

ROYAL BANK OF CANADA, as a Revolving Lender
and L/C Issuer

By: 
Name: Anna Bernat
Title: Attorney-in-Fact

CITIBANK, N.A. CANADA BRANCH, as a Revolving
Lender

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President & Director

RESTORE CAPITAL, LLC, as FILO Agent

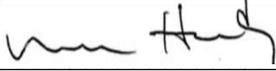
By: 

Name: T. Kellan Grant

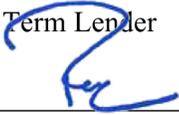
Title: EVP Commercial Counsel

FIRST EAGLE PEI FUND SPV, LLC, as a FILO
Term Lender

By: First Eagle PEI Fund (Blocker), LLC
Its: Manager
By: First Eagle PEI Fund (Blocked), LP
Its: Sole Member
By: First Eagle Alternative Credit, LLC
Its: Investment Adviser

By: 
Name: Michelle Handy
Title: Senior Managing Director

SIXTH STREET SPECIALTY LENDING, INC., as a
FILO Term Lender

By:  _____

Name: Robert (Bo) Stanley

Title: President

HCS 102, LLC, as a FILO Term Lender



By: _____

Name: T. Kellan Grant

Title: EVP Commercial Counsel

TIGER ASSET SOLUTIONS CANADA, ULC, as a FILO
Term Lender



By: _____

Name: Andy Cerussi

Title: Managing Director

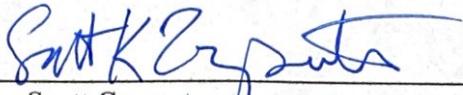
1903 PARTNERS, LLC, as a FILO Term Lender

By:  _____

Name: Patricia Parent

Title: Vice President and Treasurer

GA GROUP SOLUTIONS, LLC, as a FILO Term Lender

By: 
Name: Scott Carpenter
Title: Authorized Signatory

ANNEX A

**Conformed Credit Agreement
(see attached)**

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of December 23, 2024

among

HUDSON'S BAY COMPANY ULC, as Lead Borrower,

The Other Borrowers Named Herein,

The Guarantors Named Herein,

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent,

RESTORE CAPITAL, LLC,
as FILO Agent

and

The Other Lenders Party Hereto

BOFA SECURITIES, INC.,
RBC CAPITAL MARKETS¹, and
CITIBANK, N.A.
as Co-Syndication Agents

BOFA SECURITIES, INC.,
RBC CAPITAL MARKETS, and
CITIBANK, N.A.,
as Documentation Agents

and

BOFA SECURITIES, INC.,
RBC CAPITAL MARKETS, and
CITIBANK, N.A.
as Joint Lead Arrangers and Joint Bookrunners

¹ RBC Capital Markets is a brand name for the capital markets business of Royal Bank of Canada and its affiliates.

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT ("Agreement") is entered into as of December 23, 2024 among

HUDSON'S BAY COMPANY ULC (formerly known as Hudson's Bay Company Ltd. and Hudson's Bay Company), an unlimited liability company organized under the laws of the Province of British Columbia, as the Lead Borrower for the Borrowers (in such capacity, the "Lead Borrower"),

each other Person that becomes a borrower after the date hereof (together with the Lead Borrower, each a "Borrower" and collectively, the "Borrowers"),

the Persons named on Schedule 1.01 hereto (collectively, the "Guarantors"),

each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"),

BANK OF AMERICA, N.A. (including acting through its branches and Affiliates), as Administrative Agent and Collateral Agent,

RESTORE CAPITAL, LLC, as FILO Agent,

BOFA SECURITIES, INC., RBC CAPITAL MARKETS² and CITIBANK, N.A., as Co-Syndication Agents,

BANK OF AMERICA, N.A., ROYAL BANK OF CANADA and CITIBANK, N.A., as Documentation Agents, and

BANK OF AMERICA, N.A., ROYAL BANK OF CANADA and CITIBANK, N.A., as Joint Lead Arrangers and Joint Bookrunners.

WITNESSETH

WHEREAS, the Borrowers have requested that the Revolving Lenders make available to the Borrowers on the Effective Date a revolving credit facility (including a letter of credit sub-facility) in an initial maximum amount not to exceed C\$240,374,500, the proceeds of which shall be used by the Borrowers for purposes permitted under, and otherwise in accordance with and subject to the terms of, this Agreement, and the Lenders have indicated their willingness to lend and the L/C Issuer has indicated its willingness to issue Letters of Credit, in each case on the terms and conditions set forth herein;

WHEREAS, prior to the date of this Agreement, the Borrowers, and the other loan parties party thereto, on the one hand, and Bank of America, N.A., as Agent thereunder, and the lenders party thereto, on the other hand, previously entered into an Amended and Restated Credit Agreement dated as of October 11, 2019 (as amended to the date hereof and in effect, the "Existing Credit Agreement"),

² RBC Capital Markets is a brand name for the capital markets business of Royal Bank of Canada and its affiliates.

pursuant to which the lenders party thereto provided the Borrowers with certain financial accommodations;

WHEREAS, concurrently with the Effective Date, the Borrowers and the other loan parties party thereto have repaid in full all FILO Term Loans (as such term was defined in the Existing Credit Agreement) and the U.S. Loan Parties (as such term was defined in the Existing Credit Agreement) have repaid all U.S. Liabilities (under and as defined in the Existing Credit Agreement) and been released as a Loan Party hereunder;

WHEREAS, in accordance with Section 10.01 of the Existing Credit Agreement, the Borrowers, the other Loan Parties, the Lenders, and the Agent desire to amend and restate the Existing Credit Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree that the Existing Credit Agreement shall be amended and restated in its entirety to read as set forth herein (it being agreed that this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of the Obligations under the Existing Credit Agreement):

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

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

“ABL Priority Collateral” has the meaning specified in the Term Loan Intercreditor Agreement.

“Accelerated Borrowing Base Delivery Event” means (i) the failure of the Borrowing Base Parties to maintain Availability at least equal to the greater of (x) thirty-five percent (35%) of the Loan Cap and (y) C\$120,000,000 for five (5) consecutive Business Days or (ii) the occurrence and continuance of any Event of Default arising under Sections 8.01(a), 8.01(b) (solely with respect to the failure to comply with Section 6.02(b), Section 6.12 (with respect to provisions governing cash dominion) or Section 7.15), Section 8.01(e) (relating to a misrepresentation of the Borrowing Base) and 8.01(g). For purposes of this Agreement, the occurrence of an Accelerated Borrowing Base Delivery Event shall be deemed continuing at the Agent’s option until (x) if the Accelerated Borrowing Base Delivery Event occurs under clause (i) of the foregoing sentence, the end of the first full Fiscal Month after the Fiscal Month in which Availability again exceeds the greater of (x) thirty five percent (35%) of the Loan Cap and (y) C\$120,000,000, or (y) if the Accelerated Borrowing Base Delivery Event occurs under clause (ii) of the foregoing sentence, the applicable Event of Default has been waived, in which case an Accelerated Borrowing Base Delivery Event shall no longer be deemed to be continuing for purposes of this Agreement. The termination of an Accelerated Borrowing Base Delivery Event as provided herein shall in no way limit, waive or delay the occurrence of a subsequent Accelerated Borrowing Base Delivery Event in the event that the conditions set forth in this definition again arise.

“Acceptable Waybill” means, with respect to any Inventory, a non-negotiable waybill or a truck bill of lading which names a Borrowing Base Party (or, the Agent, if so requested by it) as consignee and which either (a) contains an express waiver from the consignor / shipper of its right to alter the named consignee and its right of stoppage in transit or (b) for which the consignor / shipper thereunder shall

have entered a Customs Broker/Carrier Agreement with the Agent which contains an express waiver from such consignor / shipper of its right to alter the named consignee and its right of stoppage in transit.

“Accommodation Payment” as defined in Section 10.21(c).

“Account” means each and every “account,” as such term is defined in the PPSA and all “claims” for purposes of the Civil Code of Quebec, in each case now owned or hereafter acquired by any Loan Party, including (a) all accounts receivable, other receivables, book debts, claims and other forms of obligations (other than obligations evidenced by chattel paper, securities or instruments (as each is defined in the PPSA)) now owned or hereafter received or acquired by or belonging or owing to any Loan Party, whether arising out of goods sold or services rendered by it or from any other transaction (including any such obligations which may be characterized as an account or contract right under the PPSA), (b) all of each Loan Party’s rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods sold or services provided by such Loan Party, (c) all of each Loan Party’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due or to become due to any Loan Party for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Loan Party or in connection with any other transaction (whether or not yet earned by performance on the part of such Loan Party), and (e) all collateral security and guarantees of any kind, now or hereafter in existence, given by any Account Debtor or other Person with respect to any of the foregoing.

“Account Control Agreement” has the meaning specified in the General Security Agreement.

“Acknowledgement Agreement” means, collectively, (i) that certain Acknowledgement Agreement among the Loan Parties and the Agent, dated as of February 8, 2024 and (ii) that certain Acknowledgement Agreement among the Loan Parties and the Agent, dated as of the Effective Date.

“Account Debtor” means any Person who may become obligated to any Loan Party under, with respect to, or on account of, an Account.

“ACH” means automated clearing house transfers.

“Acquired Entity or Business” has the meaning set forth in the definition of “Consolidated EBITDA.”

“Acquisition” means, with respect to any Person (a) a purchase of a Controlling interest in the Equity Interests of any other Person, (b) a purchase or other acquisition of all or substantially all of the assets or properties of, another Person or of any business unit of another Person, or (c) any merger, amalgamation, or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or a Controlling interest in the Equity Interests, of any Person; provided that any transaction (or group of transactions which are part of a common plan) involving Acquisition Consideration not to exceed C\$8,250,000 for all such transactions in the aggregate after the Effective Date shall not constitute an “Acquisition” hereunder.

“Acquisition Consideration” means, with respect to any Acquisition, the aggregate cash and non-cash consideration for such Acquisition. The “Acquisition Consideration” for any Acquisition

expressly includes Indebtedness assumed in such Acquisition and the good faith estimate by the Lead Borrower of the maximum amount of any deferred purchase price obligations (including earn-out payments) incurred in connection with such Acquisition. The “Acquisition Consideration” for any Acquisition expressly excludes (a) Equity Interests of the Parent issued to the seller as consideration for such Acquisition and (b) the Net Proceeds of the sale or issuance of Equity Interests by the Parent to the extent such Acquisition is made within 180 days of the receipt of such Net Proceeds by the Parent or its Subsidiaries.

“Additional Commitment Lender” shall have the meaning provided in Section 2.15(c).

“Adjusted Term CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation, plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

“Adjustment Date” means the first day of each Fiscal Quarter, commencing April 1, 2025.

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

“Affected Financial Institution” means any EEA Financial Institution or UK Financial Institution.

“Affiliate” means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified, (ii) any director, officer, managing member, partner, trustee, joint venturer, or beneficiary of that Person, and (iii) any other Person directly or indirectly holding 10% or more of any class of the Equity Interests of that Person; provided, however, that the Agent and the Lenders shall in no event be deemed an Affiliate of the Parent or any of its Subsidiaries.

“Agent” means Bank of America (including acting through its branches and Affiliates) in its capacity as administrative agent and collateral agent under any of the Loan Documents, or any successor thereto.

“Agent Parties” shall have the meaning specified in Section 10.02(c).

“Agent Purchase Card Reserve” means the reserve established by the Agent in its Reasonable Credit Judgment to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to purchase card services provided by the Agent.

“Agent’s Office” means the address set forth on Schedule 10.02 with respect to Credit Extensions, notices to be furnished with respect thereto and payments to be made thereon, or such other address as the Agent may from time to time notify the Lead Borrower and the Lenders.

“Aggregate Commitments” means the sum of the Aggregate Revolving Commitments and the Aggregate FILO Term Loan Commitments.

“Aggregate FILO Term Loan Commitments” means the sum of the FILO Term Loan Commitments of all FILO Term Lenders as reduced from time to time in accordance with the provisions of this Agreement.

“Aggregate Revolving Commitments” means the sum of the Revolving Commitments of all the Revolving Lenders as increased or reduced from time to time in accordance with the provisions of this Agreement. As of the [First Amendment](#) Effective Date, the Aggregate Revolving Commitments are C\$~~240,374,500~~[200,000,000](#).

“Agreement” means this Second Amended and Restated Credit Agreement.

“Allocable Amount” has the meaning specified in [Section 10.21\(c\)](#).

“AML Legislation” means the USA PATRIOT Act, the PCTFA, and each other anti-terrorism and legislation, rules and regulations, and anti-money laundering laws and “know your client” policies, regulations, laws or rules, in each case, binding on or affecting the Person referred to in the context in which the term is used or binding or affecting the assets of such Person, including any guidelines or orders under any of the foregoing.

“Applicable FILO Premium” means, as of the date of the occurrence of an Applicable Premium Trigger Event:

- (i) during the period from and after the Effective Date up to and ending immediately prior to the date that is the eighteen-month anniversary of the Effective Date, an amount equal to the Make-Whole Amount;
- (ii) from the 18-month anniversary of the Effective Date up to and including the date that is the two-year anniversary of the Effective Date, an amount equal to 2.50% times the aggregate principal amount of the FILO Term Loans and the amount of Aggregate FILO Term Loan Commitments subject to such Applicable FILO Premium Trigger Event;
- (iii) following the two-year anniversary of the Effective Date up to and including the three-year anniversary of the Effective Date, an amount equal to 1.50% times the aggregate principal amount of the FILO Term Loans and the amount of Aggregate FILO Term Loan Commitments subject to such Applicable FILO Premium Trigger Event; and
- (iv) thereafter, zero.

“Applicable FILO Premium Trigger Event” means (a) any prepayment (whether voluntary or mandatory), repayment, redemption, repurchase or other payment by any Loan Party of all, or any part, of the principal balance of the FILO Term Loans, whether before or after the occurrence of a Default or Event of Default, (b) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with [Section 8.2](#), including as a result of any insolvency proceeding, (c) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any insolvency proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure, or the making of a distribution of any kind in any insolvency proceeding to any Agent, the FILO Agent, or the Lenders in full or partial satisfaction of the Obligations, (d) the termination of this Agreement for any reason or (e) the termination or reduction of the Aggregate FILO Term Loan Commitments (other than as a result of a borrowing under [Section 2.01\(b\)\(ii\)](#) of this Agreement). For purposes of determining the Applicable FILO Premium the entire outstanding amount of FILO Term Loans shall be deemed prepaid and the entire amount of the

undrawn Aggregate FILO Term Loan Commitments shall be terminated, in each case, upon the occurrence of an Applicable FILO Premium Trigger Event pursuant to clause (b), (c), (d) or (e) above.

“Applicable Lenders” means the Required Lenders, Required Revolving Lenders, each affected Lender, or all Lenders, as the context may require.

“Applicable Margin” means as follows:

(a) With respect to Revolving Loans,

(i) (x) From and after the Effective Date until the first Adjustment Date thereafter, the percentages set forth in Level I of the pricing grid below, and (y) from and after the first Adjustment Date after the Effective Date, the percentages set forth for each Level in the pricing grid below; provided, however, that if any Borrowing Base Certificates are at any time restated or otherwise revised (including as a result of an audit) or if the information set forth in any Borrowing Base Certificates otherwise proves to be false or incorrect such that the Applicable Margin would have been higher than was otherwise in effect during any period, without constituting a waiver of any Default or Event of Default arising as a result thereof, interest due under this Agreement shall be immediately recalculated at such higher rate for any applicable periods and shall be due and payable on demand; and

(ii) Upon demonstration by the Loan Parties that the Consolidated Fixed Charge Coverage Ratio, as calculated for the measurement period most recently ended, is greater than or equal to 1.0:1.0, the Applicable Margin for each Level in the pricing grid below shall be reduced, on a one-time basis and continuing until the Termination Date, by 0.50%.

Level	Average Daily Aggregate Availability	Term SOFR Margin and Term CORRA Margin	Prime Rate Margin
I	Greater than or equal to 66% of the Revolving Loan Cap	3.25%	2.25%
II	Less than 66% of the Revolving Loan Cap but greater than or equal to 33% of the Revolving Loan Cap	3.50%	2.50%
III	Less than 33% of the Revolving Loan Cap	3.75%	2.75%

(b) With respect to FILO Term Loans, 9.75%.

“Applicable Percentage” means with respect to (a) any Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Revolving Lender’s Revolving Commitment at such time, (b) any FILO Term Lender if FILO Term Loans are outstanding, the percentage (carried out to the ninth decimal place) of the outstanding portion of FILO Term Loans held by such FILO Term Lender at such time and (c) with reference to all

Lenders at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender's Total Revolving Commitments at such time plus such Lender's portion of FILO Term Loans outstanding at such time, in each case of clauses (a) through (c), subject to adjustment as provided in Section 2.16 and 10.06. If the Total Revolving Commitments of each Revolving Lender to make Revolving Loans and the obligation of the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 2.06 or Section 8.02, or if the Aggregate Revolving Commitments have expired, then the Applicable Percentages of each Revolving Lender shall be determined based on the percentage (carried out to the ninth decimal place) of the Total Revolving Outstandings represented by such Revolving Lender's Total Credit Extensions. The Applicable Percentages of each Revolving Lender as of the Effective Date is set forth opposite the name of such Revolving Lender on Schedule 2.01 as in effect on the Effective Date or in the Assignment and Assumption pursuant to which such Revolving Lender becomes a party hereto, as applicable.

"Applicable Rate" means, at any time of calculation, (a) with respect to Commercial Letters of Credit, a per annum rate equal to fifty percent (50%) of the Applicable Margin for Loans which are Term SOFR Loans or Term CORRA Loans, and (b) with respect to Standby Letters of Credit, including bank guarantees, a per annum rate equal to the Applicable Margin for Loans which are Term SOFR Loans or Term CORRA Loans.

"Applicable Time" means, with respect to any borrowings and payments in any Optional Currency, the local time in the place of settlement for such Optional Currency as may be determined by the Agent or the L/C Issuer, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"Appraised Value" means, with respect to Eligible Inventory, the monthly appraised orderly liquidation value, net of costs and expenses to be incurred in connection with any such liquidation, of the Borrowing Base Parties' Inventory, which value is expressed as a percentage of Cost of Inventory as set forth in the inventory stock ledger of each Borrower, which value shall be determined from time to time by the most recent appraisal undertaken by an independent appraiser engaged by the Agent and acceptable to the FILO Agent (it being understood and agreed that Hilco Valuation Services, LLC and Gordon Brothers is acceptable to the FILO Agent and Agent).

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means collectively, BofA Securities, Inc., RBC and Citibank, N.A., in their capacities as joint lead arrangers and joint bookrunners.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Agent, in substantially the form of Exhibit E or any other form approved by the Agent (or, with respect to any assignment of any FILO Term Loan, the FILO Agent).

"Attributable Indebtedness" means, on any date, (a) in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP or IFRS, as applicable, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant

lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP or IFRS, as applicable, if such lease, agreement or instrument were accounted for as a capital lease.

“Auto-Extension Letter of Credit” shall have the meaning specified in Section 2.03(b)(iii).

“Availability” means, as of any date of determination thereof by the Agent, the result, if a positive number, of:

(a) the Revolving Loan Cap

Minus

(b) the Total Revolving Outstandings.

In calculating Availability at any time and for any purpose under this Agreement any amount calculated or referenced in Dollars shall also refer to the Dollar Equivalent in C\$.

“Availability Period” means the period from and including the Effective Date to the earliest of (i) the Maturity Date, (ii) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.06, and (iii) the date of termination of the Aggregate Revolving Commitments and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

“Availability Reserves” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, the Lease Monetization Reserve and such other reserves as the Agent (or the FILO Agent pursuant to a written direction to the Agent) from time to time determines in their respective Reasonable Credit Judgment as being appropriate (a) to reflect the impediments to the Agent’s ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Agent or FILO Agent determines will need to be satisfied in connection with the realization upon the Collateral, (c) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Loan Party, or (d) to reflect that a Default or an Event of Default then exists. Without limiting the generality of the foregoing, Availability Reserves may include, in the Agent’s or FILO Agent’s Reasonable Credit Judgment (but are not limited to) reserves based on: (i) rent (which shall initially not include a reserve in respect of leased locations for which a Collateral Access Agreement has been delivered); (ii) customs duties, and other costs to release Inventory which is being imported into Canada; (iii) outstanding Taxes and other governmental charges, including, without limitation, goods and services taxes, Quebec sales taxes, provincial sales taxes, retail sales taxes and/or harmonized taxes, ad valorem, real estate, personal property, sales, any other taxes required to be withheld under the ITA or other applicable income taxation laws, and other Taxes which have priority over the interests of the Agent in the Collateral; (iv) salaries, wages and benefits due to employees of any Loan Party, (v) Customer Credit Liabilities Reserves, (vi) customer deposits, (vii) reserves which the Agent or FILO Agent deemed necessary in its Reasonable Credit Judgment to address the adverse results of any audit or appraisal performed by or on behalf of the Agent in accordance with the terms of this Agreement from time to time (to the extent that such adverse results are not reflected in the Appraised Value of Eligible Inventory), (viii) warehousemen’s or bailee’s charges and other Permitted Encumbrances which have priority over the interests of the Agent in the Collateral, (ix) amounts due to vendors on account of consigned goods, (x) Cash Management Reserves, (xi) Bank Product Reserves, (xii) reserves based on dilution of Accounts, (xiii) reserves against Eligible Inventory (including but not limited to Eligible In-Transit Inventory and Eligible Letter of Credit Inventory), Eligible Credit Card Receivables and Eligible Trade

Receivables, in each case as established and adjusted from time to time by Agent in accordance with this Agreement, but without duplication of items otherwise included in a Reserve, (xiv) reserves for employee source deductions or employee benefit related liabilities including in respect of income tax, potential claims under the Canada Pension Plan as maintained by the Government of Canada, the Quebec Pension Plan as maintained by the Province of Quebec, other pension plan contributions, employment insurance, savings plans, charitable donations and workers compensation, and potential claims under WEPPA, (xv) reserves for Pension Plan Unfunded Liabilities to the extent such amounts could have priority over or be pari passu with the Obligations, (xvi) employer contributions under the Canada Pension Plan and the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, (xvii) employment insurance employer premiums, (xviii) commencing on the date that is ninety-one (91) days prior to the maturity date of any Material Indebtedness, reserves in an amount equal to the then outstanding principal balance of such Material Indebtedness, (xix) reserves in respect of past due fees, royalties and other amounts payable under the Gordon Brothers Consignment Agreement or any other Consignment Agreement entered into by ReStore or any of its Affiliates, and (xx) the Term Loan Monetization Deficiency Reserve.

“Average Daily Aggregate Availability” means the average daily Availability for the immediately preceding Fiscal Quarter.

“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 with respect to (a) any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, or (b) the United Kingdom, Part I of the United Kingdom Banking Act of 2009 and any other law 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 of America” means Bank of America, N.A. and its successors.

“Bank Product Reserves” means such reserves as the Agent from time to time determines in its Reasonable Credit Judgment as being appropriate to reflect the liabilities and obligations of the Loan Parties with respect to Bank Products then provided or outstanding; provided, that the amount of any such Bank Product Reserve shall be reduced by the amount of any cash collateral provided by the Loan Parties to the counterparty on any Swap Contract being reserved against as collateral for such Swap Contract.

“Bank Products” means any services or facilities provided to any Restricted Subsidiary of the Parent by the Agent, any Lender, or any of their respective branches or Affiliates, including, without limitation, on account of (a) Swap Contracts, (b) leasing, (c) factoring, (d) Equipment financing, (e) supply chain finance services (including, without limitation, trade payable services and supplier accounts receivable purchases) and (f) Indebtedness of the type described in clause (ee) of the definition “Permitted Indebtedness” to the extent (i) provided by a Lender and (ii) not arising from a Letter of Credit issued under this Agreement, but excluding Cash Management Services. For clarity, any Bank Products provided to any Restricted Subsidiary that is not a Loan Party shall be deemed provided for the account of the Loan Parties, the Loan Parties shall be deemed to have guaranteed the payment and

performance of the obligations of such Restricted Subsidiary with respect to such Bank Products and such Bank Products shall be secured by the Collateral as if provided directly to the Loan Parties.

“Bank of Canada Bank Rate” means, at any date, the annual rate of interest at which the Bank of Canada is prepared to make advances, as effective on such date, and as made public in accordance with Section 21 of the *Bank of Canada Act* (Canada).

“Bank Rate” means, for any day, (i) with respect to any amount denominated in Dollars, the greater of (a) the Federal Funds Rate and (b) an overnight rate determined by the Agent, the L/C Issuer or the Swing Line Lender, as applicable, in accordance with banking industry rules on interbank compensation, (ii) with respect to any amount denominated in Canadian Dollars, the Bank of Canada Bank Rate, and (iii) with respect to any amount denominated in any other Optional Currency, the rate of interest per annum at which overnight deposits in the applicable Optional Currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of Bank of America in the applicable offshore interbank market for such currency to major banks in such interbank market.

“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.

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

“BIA” means the *Bankruptcy and Insolvency Act* (Canada), as amended.

“Borrower” and “Borrowers” have the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning specified in Section 6.02.

“Borrowing” means a Revolving Borrowing or a FILO Term Loan Borrowing, as applicable, as the context may require.

“Borrowing Base” means, at any time of calculation, an amount equal to:

(a) the cost of Eligible Inventory (including Eligible In-Transit Inventory and Eligible Letter of Credit Inventory) owned by the Loan Parties, net of Inventory Reserves, multiplied by 82.5% of the Appraised Value (or, solely if (1) (x) Free Cash Flow for the twelve-month period ending with the latest quarterly period of the Parent and its Subsidiaries shall be greater than C\$0 or (y)(A) Consolidated EBITDA for the twelve-month period ending with the latest quarterly period of the Parent and its Subsidiaries shall be greater than C\$0 and (B)(i) the Average Daily Aggregate Availability of the Parent and its Subsidiaries shall be greater than 50% of the Loan Cap for the forty five (45) day period ended immediately preceding such calculation and (ii) Availability for the forty five (45) day period ended immediately preceding such calculation shall be greater than 200% of Free Cash Flow for the twelve-month period ending with the latest quarterly period of the Parent and its Subsidiaries and (2) there are no outstanding FILO Term Loans or FILO Term Commitments, 87.5% of the Appraised Value of such Eligible Inventory (including Eligible In-Transit Inventory and Eligible Letter of Credit Inventory); *provided* that Eligible Inventory consisting of the sum of

(a) Eligible In-Transit Inventory and (b) Eligible Letter of Credit Inventory shall comprise no more than 20% of the Borrowing Base,

plus

(b) 90% of the Eligible Credit Card Receivables owned by the Loan Parties,

plus

(c) 85% of Eligible Trade Receivables of the Loan Parties (including eligible Gift Card Receivables),

minus

(d) the outstanding aggregate principal amount of FILO Term Loans,

minus

(e) the then amount of all Availability Reserves.

Notwithstanding the foregoing or anything to the contrary in this Agreement, from (and including) the Effective Date until the first Borrowing Base Certificate required to be delivered following the Effective Date pursuant to Section 6.02(b), the Borrowing Base shall be deemed to be determined consistent with the criteria set forth in the definition of “Borrowing Base” with respect to the Loan Parties’ assets, utilizing the most recently delivered appraisal and field examination under the Existing Credit Agreement, less applicable Reserves (the “Closing Borrowing Base”).

“Borrowing Base Certificate” means a certificate substantially in the form of Exhibit F hereto (with such changes therein as may be reasonably required by the Agent or FILO Agent to reflect the components of and reserves against the Borrowing Base as provided for hereunder from time to time), executed and certified as accurate and complete by a Responsible Officer of the Lead Borrower which shall include appropriate exhibits, schedules, supporting documentation, and additional reports as reasonably requested by the Agent and FILO Agent.

“Borrowing Base Party” or “Borrowing Base Parties” means, individually, each Borrower and any Guarantor that is a Restricted Subsidiary of a Borrower and listed on Schedule 1.02 hereto on the Effective Date and any Restricted Subsidiary (other than an Excluded Subsidiary) which, after the Effective Date owns assets of the type included in the Borrowing Base and executes a Joinder Agreement and becomes a Borrower or Guarantor and a Loan Party in accordance with the provisions of Section 6.11), and collectively, means all of them.

“Business Day” means (a) any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Agent’s Office or the FILO Agent’s office is located; (b) when used in connection with any Loan by a Revolving Lender, the term “Business Day” shall also exclude any day on which banks are authorized or required by law to be closed in Toronto, Ontario, Canada; and (c) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Dollars, or any other dealings in any currency other than Dollars to be carried out pursuant to this Agreement in respect of any such day (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency. Notwithstanding the foregoing,

for the purposes of determining “CORRA”, “Term CORRA” or “Daily Simple CORRA”, Business Day means any day other than a Saturday, Sunday or other day on which commercial banks in Toronto are authorized or required by law to remain closed.

“Canadian Benefit Plans” means any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plans.

“Canadian Blocked Person” means any Person that is a “designated person”, “politically exposed foreign person”, or “terrorist group” as described in any Canadian Economic Sanctions and Export Control Laws, in each case subject to economic sanctions pursuant to Canadian AML Legislation.

“Canadian Dollars” or “C\$” shall mean the lawful currency of Canada.

“Canadian Economic Sanctions and Export Control Laws” means any Canadian laws, regulations or orders governing 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 any related regulations.

“Canadian Holdco1” means HBC Canada Parent Holdings Inc., a corporation organized under the laws of the Province of British Columbia.

“Canadian HoldCo2” means HBC Canada Parent Holdings 2 Inc., a corporation organized under the laws of the Province of British Columbia.

“Canadian Index Rate” means, for any day, a fluctuating rate of interest per annum equal to the greater of (i) the per annum rate of interest quoted or established as the “prime rate” of Bank of America (acting through its Canada branch) which it quotes or establishes for such day as its reference rate of interest in order to determine interest rates for commercial loans in Canadian Dollars in Canada to its Canadian borrowers; and (ii) the Term CORRA Screen Rate for a one (1) month term that is two (2) Business Days prior to such date *plus* the Term CORRA Adjustment *plus* 1.00% per annum, adjusted automatically with each quoted or established change in such rate, all without the necessity of any notice to any Borrower or any other Person. Notwithstanding the foregoing, if such Canadian Index Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Such “prime rate” is based on various factors including cost and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in the prime rate shall take effect at the opening of business on the day specified in the public announcement of such change.

“Canadian Index Rate Loan” means a Loan or portion thereof denominated in Canadian Dollars that bears interest at a rate based on the Canadian Index Rate.

“Canadian Pension Plans” means each pension plan required to be registered under Canadian federal or provincial pension benefits law or a tax statute or regulation in Canada that is maintained or contributed to by a Loan Party for its employees or former employees, but does not include the Canada

Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

“Canadian Pension Plan Termination Event” shall mean an event which would reasonably be expected to entitle a Person (without the consent of any Loan Party) to wind-up or terminate a Canadian Pension Plan in full or in part, or the institution of any steps by any Governmental Authority to order the termination or wind-up of, in full or in part, any Canadian Pension Plan, the institution of any steps by a Loan Party to terminate, in full or in part, any Canadian Pension Plan if such plan has a Pension Plan Unfunded Liability, or an event respecting any Canadian Pension Plan which could reasonably be expected to result in the revocation of the registration of such Canadian Pension Plan or to have a trustee appointed to administer a Canadian Pension Plan or which could otherwise reasonably be expected to adversely affect the tax status of any such Canadian Pension Plan.

“Capital Expenditures” means, with respect to any Person for any period, all expenditures (by the expenditure of cash or the incurrence of Indebtedness) by such Person during any measuring period for any fixed assets or improvements or for replacements, substitutions or additions thereto, that have a useful life of more than one year and that are required to be capitalized under GAAP or IFRS, as applicable.

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

“Carve Out” means, in connection with any proceeding under any Debtor Relief Law relating to any Loan Party, any carve out amount granted with respect to professional fees and expenses, court costs, filing fees, and fees and costs of the Office of the United States Trustee or similar fees and costs with respect to any other Debtor Relief Laws as ordered by a court or as agreed to by the Agent in its reasonable discretion, following consultation with the FILO Agent.

“Cash Collateral Account” means a non-interest bearing account established by the Lead Borrower with the Agent at Bank of America, N.A. (acting through its Canada Branch) under the sole and exclusive dominion and control and first-priority perfected Liens of the Agent, in the name of the Agent or as the Agent shall otherwise direct, in which deposits are required to be made by the Lead Borrower in respect of the L/C Obligations in accordance with this Agreement.

“Cash Collateralize” means to deposit in the Cash Collateral Account or to pledge and deposit with or deliver to the Agent, for the benefit of one or more of the Agent, the L/C Issuer or the Revolving Lenders, as collateral for L/C Obligations or obligations of the Revolving Lenders to fund participations in respect thereof (as the context may require), L/C Obligations, cash or deposit account balances or, if the Agent and the L/C Issuer shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Agent and the L/C Issuer. “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

“Cash Dominion Event” means either (a) the occurrence and continuance of any Event of Default under Sections 8.01(a), 8.01(b) (solely with respect to the failure to comply with Section 6.02(b), Section 6.12 (with respect to provisions governing cash dominion) or Section 7.15), Section 8.01(e) (relating to a

misrepresentation of the Borrowing Base) and Section 8.01(g) or (b) the failure of the Loan Parties to maintain Availability at any time at least equal to the greater of (x) twelve and one-half percent (12.5%) of the Loan Cap and (y) C\$42,500,000; provided, that in the event no Revolving Loans are outstanding, Availability shall be calculated as the result of (x) the Revolving Loan Cap, *minus* (y) the Total Revolving Outstandings, *plus* (z) Qualified Cash plus (z) the Agent Purchase Card Reserve. For purposes of this Agreement, the occurrence of a Cash Dominion Event shall be deemed continuing, (i) so long as such Event of Default under clause (a) above has not been waived, and/or (ii) if the Cash Dominion Event arises as a result of the Borrowing Base Parties' failure to achieve Availability as required hereunder, until Availability has exceeded the greater of (x) twelve and one-half percent (12.5%) of the Loan Cap and (y) C\$42,500,000, in each case, for thirty (30) consecutive days, in which case a Cash Dominion Event shall no longer be deemed to be continuing for purposes of this Agreement; provided that a Cash Dominion Event shall be deemed continuing (even if an Event of Default set forth in clause (a) above is no longer continuing and/or Availability exceeds the required amount for thirty (30) consecutive days) at all times after a Cash Dominion Event has occurred and has been discontinued on two (2) occasions in any consecutive twelve (12) month period. The termination of a Cash Dominion Event as provided herein shall in no way limit, waive or delay the occurrence of a subsequent Cash Dominion Event in the event that the conditions set forth in this definition again arise.

“Cash Flow Forecast” has the meaning provided in Section 6.02(g).

“Cash Flow Forecast Template” means a Cash Flow Forecast template substantially in the form of Exhibit G.

“Cash Management Reserves” means such reserves as the Agent, from time to time, determines in its Reasonable Credit Judgment as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

“Cash Management Services” means any cash management services provided to any Restricted Subsidiaries of the Parent or HBC India by the Agent or any Lender or any of their respective branches or Affiliates, including, without limitation, (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) credit card processing services, and (d) credit or debit cards and purchase cards. For clarity, any Cash Management Services provided to any Restricted Subsidiary that is not a Loan Party or HBC India shall be deemed provided for the account of the Loan Parties, the Loan Parties shall be deemed to have guaranteed the payment and performance of the obligations of such Subsidiary or HBC India, as applicable, with respect to such Cash Management Services and such Cash Management Services shall be secured by the Collateral as if provided directly to the Loan Parties.

“CCAA” means the *Companies' Creditors Arrangement Act* (Canada), as amended.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign

regulatory authorities, in each case pursuant to Basel III and (z) the regulations of the European Union commonly referred to as “CRD IV” and “CRR” shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Change of Control” means an event or series of events by which:

(a) the direct or indirect sale, transfer, conveyance or other Disposition (other than by way of merger, amalgamation or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent and its Restricted Subsidiaries, taken as a whole, to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act); or

(b) the consummation of any transaction (including, without limitation, any merger, amalgamation or consolidation), the result of which is that any “person” or “group” (as defined above) (other than the Permitted Holders) becomes the beneficial owner, directly or indirectly, of more than 35% of the combined voting power of all of Equity Interests entitled to vote for members of the board of directors or equivalent governing body of the Parent;

(c) the Parent shall cease to own and control legally and beneficially the equity securities of Canadian HoldCo1 and Canadian HoldCo2 representing 100% economic interests and 100% of the combined voting power of all of Equity Interests entitled to vote for members of the board of directors or equivalent governing body of Canadian HoldCo1 and Canadian HoldCo2 on a fully-diluted basis free and clear of all Liens (other than statutory Liens otherwise permitted hereunder);

(d) Canadian HoldCo1 shall cease to own and control legally and beneficially the equity securities of the Lead Borrower representing 100% economic interests and 100% of the combined voting power of all Equity Interests entitled to vote for members of the board of directors or equivalent governing body of the Lead Borrower on a fully-diluted basis free and clear of all Liens (other than statutory Liens otherwise permitted hereunder);

(e) Lead Borrower or Canadian HoldCo2, as applicable, shall cease to own and control legally and beneficially, either directly or indirectly (through one or more Loan Parties), equity securities in each other Loan Party (other than Lead Borrower or Canadian HoldCo2) representing 100% economic interests and 100% of the combined voting power of all of Equity Interests entitled to vote for members of the board of directors or equivalent governing body of such Loan Parties on a fully-diluted basis free and clear of all Liens (other than statutory Liens otherwise permitted hereunder), except where such failure is as a result of a transaction permitted by the Loan Documents; or

(e) Holdings (as defined in the Saks Global Revolving Facility as in effect on the date hereof) shall own, directly or indirectly, 100% of the combined voting power of all Equity Interests of each Designated IPCo Subsidiary (as defined in the Saks Global Revolving Facility as in effect on the date hereof).

“Class” means, the class consisting of the Revolving Lenders or FILO Term Lenders, as the context may require.

“Co-Syndication Agents” means collectively, BofA Securities, Inc., RBC and Citibank, N.A., in their capacities as co-syndication agents.

“Collateral” means any and all property and assets of the Loan Parties and the Pledgor Unrestricted Subsidiaries that is or is intended under the terms of the Security Documents to be subject to a Lien in favor of the Agent, on behalf of the Credit Parties, to secure the Obligations.

“Collateral Access Agreement” means an agreement reasonably satisfactory in form and substance to the Agent executed by (a) a bailee or other Person in possession of Collateral, and/or (b) any landlord of Real Estate leased by any Loan Party at which any Collateral is located, pursuant to which such Person (i) acknowledges the Agent’s Lien on the Collateral, (ii) releases or subordinates such Person’s Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Agent with access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord, provides the Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Agent as the Agent may reasonably require and which are customarily included in such an agreement.

“Collection Account” has the meaning provided in Section 6.12(c).

“Commercial Letter of Credit” means any letter of credit or similar instrument (including, without limitation, bankers’ acceptances) issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by a Loan Party in the ordinary course of business of such Loan Party.

“Commitment” means, as to each Lender, its Revolving Commitment, its FILO Term Loan Commitment, or its Delayed Draw FILO Term Loan ~~Delayed Draw~~ Commitment, as applicable.

“Commitment Fee” has the meaning specified in Section 2.09(a).

“Commitment Fee Percentage” means 0.375% per annum.

“Commitment Increase” means an increase in the Total Revolving Commitments pursuant to Section 2.15 hereof.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

“Compliance Certificate” means a certificate substantially in the form of Exhibit D hereto

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

administration as the Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

“Conforming DIP” has the meaning specified in Section 8.04.

“Consignment Arrangement” means any arrangement or agreement whereby (i) any Borrower or any other Loan Party acts as agent for a consignor in selling merchandise owned by the consignor and (ii) title to the consigned merchandise passes directly from the consignor to the customer upon sale.

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP or IFRS, as applicable, of the financial condition or operating results of the Parent and its Restricted Subsidiaries.

“Consolidated EBITDA” means, with reference to the Parent and its Restricted Subsidiaries in respect of any period, earnings (loss) before interest expense, income taxes, depreciation and amortization expense for such period adjusted to exclude the following: (i) business and organization restructuring/realignment charges; (ii) merger/acquisition costs and expenses and other transaction costs and expenses associated with financings constituting Permitted Indebtedness (including in connection with amendments to the Loan Documents and the “Loan Documents” (as such term is defined in the Term Loan Credit Agreement)); (iii) non-cash charges (including non-cash foreign currency gains or losses); (iv) gains or losses from Monetization Events and (v) normalizing adjustments and non-cash gains or losses, if any, related to transactions that are not associated with day-to-day operations or that arise from unusual or infrequently occurring events including discontinued operations, each determined in good faith by management of the Parent, all as determined on a Consolidated basis in accordance with GAAP or IFRS, as applicable (it being agreed that the calculation of Consolidated EBITDA for any period shall exclude the earnings of any Person that is not the Parent or a Restricted Subsidiary of the Parent; provided that Consolidated EBITDA shall be increased by the aggregate amount of dividends, distributions or other payments actually paid in cash or cash equivalents (or to the extent subsequently converted to cash or cash equivalents) to the Borrowers or a Restricted Subsidiary by such Person in respect of such period).

There shall be included in determining Consolidated EBITDA for any period, without duplication, the Acquired EBITDA of any Person, property, business or asset acquired by the Parent or any Restricted Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed of by the Parent or such Restricted Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an “Acquired Entity or Business”), based on the actual Acquired EBITDA of such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition). There shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property or business sold, transferred or otherwise disposed of or, closed or classified as discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) by the Parent or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a “Sold Entity or Business”), based on the actual Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

“Consolidated Fixed Charge Coverage Ratio” means, with reference to the Parent and its Restricted Subsidiaries in respect to any trailing twelve month period, (i) the result of (A) Consolidated EBITDA, minus (B) Capital Expenditures (other than Financed Capital Expenditures and net of tenant allowances paid by lessors and expenditures made by Persons other than a Loan Party for the account of the Parent and its Restricted Subsidiaries), minus (C) income taxes paid in cash to (ii) the sum of (A) interest expense paid in cash, plus (B) scheduled payment of principal payments on account of Indebtedness, plus (C) Restricted Payments made by a Loan Party (other than Restricted Payments made to a Loan Party).

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

“Contributed Assets” means the HBC Europe Business (as defined in the Opco Implementation Agreement) and any assets comprising any portion thereof including the HBC Contributed Shares (as defined in the Opco Implementation Agreement) and the receivables that the Parent (as defined in the Existing Credit Agreement) and HBC Europe S.à r.l. and their Affiliates have against the HBC Europe Business existing on or prior to the OpCo Closing Date (as defined in the Opco Implementation Agreement) (but excluding receivables under the bridge loan granted pursuant to Clause 9 of the Opco Implementation Agreement) and a cash payment of €100,000,000.

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

“Controlled Account” has the meaning provided in Section 6.12(a)(ii).

“Controlled Account Bank” means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more DDAs are concentrated and with whom an Account Control Agreement has been, or is required to be, executed in accordance with the terms hereof.

“Convert”, “Conversion” and “Converted” each refers to a conversion of Loans of one Type into Loans of the other Type.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“Cost” means the cost of purchases of Inventory determined according to the accounting policies used in the preparation of the Parent’s audited financial statements; provided that, in all events, such determination is consistent with the determination of Cost used by the appraiser in the most recent appraisal to determine Appraised Value pursuant to clause (a) thereof.

“Covered Entity” means any of the following:

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

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

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

“Covered Party” has the meaning specified in Section 10.31.

“CRA” means the Canada Revenue Agency.

“Credit Card Issuer” means any person (other than a Borrower or other Loan Party) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., Novus Services, Inc., and Capital One Bank (Canada branch) (with respect to private label credit cards) and other issuers approved by the Agent.

“Credit Card Notifications” has the meaning provided in Section 6.12(a)(i).

“Credit Card Processor” means any servicing or processing agent (including, without limitation PayPal) or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrowing Base Party’s sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

“Credit Card Receivables” means each “intangible” as defined in the PPSA, or Account together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Borrowing Base Party resulting from charges by a customer of a Borrowing Base Party on credit or debit cards issued by such Credit Card Issuer in connection with the sale of goods by a Borrowing Base Party, or services performed by a Borrowing Base Party, in each case in the ordinary course of its business.

“Credit Extensions” mean each of the following: (a) a Revolving Borrowing, (b) a Swing Line Loan, (c) an L/C Credit Extension and (d) a FILO Term Loan Borrowing.

“Credit Party” or “Credit Parties” means (a) individually, (i) each Revolving Lender, its branches and Affiliates, (ii) each FILO Secured Party, its branches and Affiliates, (iii) the Agent and its branches and Affiliates, (iv) each L/C Issuer of any Letter of Credit, (v) the Swing Line Lender, (vi) the Arrangers, (vii) each holder of any Other Liabilities, and (viii) the successors and permitted assigns of each of the foregoing, and (b) collectively, all of the foregoing, in each case, to the extent relating to the services provided to, and obligations owing by or guaranteed by, the Loan Parties.

“Credit Party Expenses” means (a) all reasonable and documented out-of-pocket expenses incurred by the Agent, the FILO Agent, Bank of America and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented fees, charges and disbursements of (A) counsel for the Agent and Bank of America, including legal fees and other out-of-pocket expenses of Morgan, Lewis & Bockius LLP and Norton Rose Fulbright Canada LLP and of (x) any local counsel reasonably retained by the Agent and (y) solely in the case of a conflict of interest, one additional counsel in each relevant jurisdiction to the affected Lenders similarly situated, (B) outside consultants for the Agent, (C) counsel for the FILO Agent, including reasonable and documented legal fees and other out-of-pocket expenses of (x) Ropes & Gray LLP and of (y) any local counsel reasonably retained by the FILO Agent; and (D) outside consultants for

the FILO Agent; provided that if prior to an Event of Default, the Agent has engaged outside consultants, the FILO Agent agrees not to engage separate outside consultants so long as the Agent's outside consultants provide the FILO Agent with the same level of access to information that the Agent receives, (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral or in connection with any proceeding under any Debtor Relief Laws, (D) any workout, restructuring or negotiations in respect of any Obligations, (E) appraisals, and (F) commercial finance examinations, and (iii) all customary fees and charges (as adjusted from time to time) of the Agent with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Loan Party (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (b) with respect to the L/C Issuer, and its Affiliates, all reasonable out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder; and (c) all reasonable and documented out-of-pocket expenses incurred by the Credit Parties who are not the Agent, FILO Agent, Bank of America, the L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one counsel representing all such Credit Parties (absent a conflict of interest in which case the Credit Parties may engage and be reimbursed for the reasonable and documented out-of-pocket expenses incurred by one additional counsel in each relevant jurisdiction to the affected Person similarly situated). The foregoing costs and expenses shall include without limitation all reasonable search, filing and recording charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by the Agent.

“Customer Credit Liabilities” means at any time, the aggregate remaining value (net of breakage as recorded by the Borrowing Base Parties in relation to such outstanding gift certificates and gift cards) at such time of (a) outstanding gift certificates and gift cards of the Borrowing Base Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, in each case that are issued no more than three (3) years prior to the date of such determination, and (b) outstanding merchandise credits of the Borrowing Base Parties.

“Customer Credit Liabilities Reserve” means, initially as of the Effective Date, an amount equal to 25% of the Customer Credit Liabilities as reflected in the Borrowing Base Parties' books and records, which percentage may be increased by Agent from time to time in accordance with this Agreement following the Effective Date.

“Customs Broker/Carrier Agreement” means an agreement in form and substance reasonably satisfactory to the Agent among a Borrowing Base Party, a customs broker, freight forwarder, consolidator, carrier, or other shipping agent and the Agent, in which the customs broker, freight forwarder, consolidator, carrier or shipping agent acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Agent and agrees, upon notice from the Agent, to hold and dispose of the subject Inventory solely as directed by the Agent.

“Daily Simple CORRA” with respect to any applicable determination date means CORRA published on the second Business Day preceding such date by the Bank of Canada (or any successor administrator); provided however that if such determination date is not a Business Day, then Daily Simple CORRA means such rate that applied on the first Business Day immediately prior thereto.

“Daily Simple CORRA Adjustment” means 0.29547% (29.547 basis points) per annum.

“Daily Simple SOFR” with respect to any applicable determination date means the SOFR published on such date on the Federal Reserve Bank of New York’s website (or any successor source satisfactory to Agent).

“DDA” means each checking, savings or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agent and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

“Debtor Relief Laws” means (a) the Bankruptcy Code of the United States, (b) the BIA, the CCAA, the WURA and (c) all other liquidation, conservatorship, bankruptcy, winding up, assignment for the benefit of creditors, moratorium, rearrangement, arrangement (including any governing corporate statute providing for arrangements where such arrangement involves the compromise of debts or creditors), receivership, insolvency, reorganization, examinership, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect.

“Deed of Hypothec” means each deed of hypothec entered between the Agent and each Loan Party signatory thereto.

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

“Defaulting Lender” means, subject to Section 2.16(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder, or (ii) pay to the Agent, the L/C Issuer, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within one (1) Business Day of the date when due, (b) has notified the Lead Borrower, the Agent, the L/C Issuer or the Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect, (c) has failed, within three (3) Business Days after written request by the Agent or the Lead Borrower, to confirm in writing to the Agent and the Lead Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Agent and the Lead Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, interim receiver, monitor, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state, provincial or federal regulatory authority acting in such a capacity, or (iii) becomes the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or Canada, as applicable, or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.16(b)) as of the date established therefor by the Agent in a written notice of such determination

(specifying the reason for such determination), which shall be delivered by the Agent to the Lead Borrower, the L/C Issuer, the Swing Line Lender and each other Lender promptly following such determination.

“Default Rate” means (a) when used with respect to Revolving Loans, an interest rate equal to the interest rate (including the Applicable Margin) otherwise applicable to such Loan plus two percent (2%) per annum, (b) when used with respect to FILO Term Loans, an interest rate equal to the interest rate (including the Applicable Margin) otherwise applicable to such Loan plus three percent (3%) per annum, (c) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate for Standby Letters of Credit or Commercial Letters of Credit, as applicable, plus two percent (2%) per annum, and (d) with respect to all other Obligations, an interest rate equal to the Index Rate, plus the then Applicable Margin, plus two percent (2%) per annum.

“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.

“Delayed Draw FILO Term Lender” means a Lender that holds a Delayed Draw FILO Term Loan Commitment and/or a Delayed Draw FILO Term Loan outstanding hereunder.

“Delayed Draw FILO Term Loan Commitment” means, with respect to each FILO Term Lender, its obligation to make a Delayed Draw FILO Term Loan to the Lead Borrower on the Effective Date in the amount set forth in Schedule 2.01 hereto or in the Assignment and Acceptance pursuant to which such FILO Term Lender became a FILO Term Lender under this Agreement, as the same may be reduced or terminated from time to time in accordance with the terms of this Agreement. As of the Effective Date, the Delayed Draw FILO Term Loan Commitments of all Delayed Draw FILO Term Lenders is C\$31,500,000.

“Delayed Draw FILO Term Loan Commitment Fee” has the meaning given in Section 2.08.

“Delayed Draw FILO Term Loans” has the meaning set forth in Section 2.01(b).

“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Agent (in its capacity as security trustee) as appointed under Section 9.02 of this Agreement.

“Designated FILO Agent” means ReStore (including acting through its Affiliates).

“Designated Jurisdiction” means any country, region or territory to the extent that such country or territory is the subject of any Sanction.

“Determination Date” shall mean the date upon which each of the following has occurred:

(a) the Aggregate Revolving Commitments and, if undrawn, the Aggregate FILO Term Loan Commitments have been terminated by the Lead Borrower or the Required Lenders (or are deemed terminated) upon the occurrence of an Event of Default; and

(b) the Obligations (or any portion of them) have been declared to be due and payable (or have become automatically due and payable) and have not been paid in accordance with the terms of this Agreement.

“DIP Financing” means any financing under Section 364 of the Bankruptcy Code (or any similar provision of any other Debtor Relief Laws) or consent to any order for the use of cash collateral constituting ABL Priority Collateral under Section 363 of the Bankruptcy Code (or any similar provision of any other Debtor Relief Laws).

“Disposed EBITDA” means, with respect to any Sold Entity or Business for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business (determined as if references to the Parent and the Restricted Subsidiaries in the definition of “Consolidated EBITDA” (and in the component definitions used therein) were references to such Sold Entity or Business and its Restricted Subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

“Disposition” or “Dispose” means the sale, transfer, license, lease, gift or other disposition (including any sale and leaseback transaction), whether in one transaction or in a series of transactions, of any property (including, without limitation, any Equity Interests other than any sale or issuance of Equity Interests in the Parent) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer, gift or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Disqualified Lender” means each Person identified in a letter agreement between the Agent and the Lead Borrower dated as of the Effective Date.

“Disqualified Stock” means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the Maturity Date; provided, however, that (i) only the portion of such Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) with respect to any Equity Interests issued to any employee or to any plan for the benefit of employees of a Borrower or its Restricted Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute Disqualified Stock solely because it may be required to be repurchased by a Borrower or one of its Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, resignation, death or disability and if any class of Equity Interest of such Person that by its terms authorizes such Person to satisfy its obligations thereunder solely by delivery of an Equity Interest that is not Disqualified Stock, such Equity Interests shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require a Loan Party to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that a Borrower and its Restricted Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

“Documentation Agent” means collectively, BofA Securities, Inc., RBC and Citibank, N.A., each in its capacity as documentation agent.

“Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Canadian Dollars, such amount, and (b) with respect to any amount denominated in any Optional Currency, the equivalent amount thereof in Canadian Dollars as determined by the Agent or the L/C

Issuer, as the case may be, at such time on the basis of the Spot Rate for the purchase of Canadian Dollars with such Optional Currency.

“Dollars”, “U.S. Dollars” and “\$” mean lawful money of the United States.

“EEA Financial Institution” means

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

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

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

“Effective Date” means December 23, 2024.

“Effective Date Refinancing” means (a) in connection with the Existing Credit Agreement, (i) the termination and/or release of all commitments, security interests and guarantees thereunder solely with respect to all “Loan Parties” (as defined therein) organized in the United States party thereto and (ii) the acknowledgement and/or reaffirmation of all security interests and guarantees thereunder solely with respect to the Loan Parties, (b) the termination and/or release of any security interests and guarantees made by HBC I L.P., a Delaware limited liability company, and its subsidiaries in connection with Existing Canadian Term Loan Credit Agreement and (c) the repayment in full or amendment and restatement of the Term Loan Credit Agreement, dated as of November 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Lead Borrower, the other borrowers and guarantors from time to time party thereto, the lenders party thereto and Pathlight Capital LP, as agent.

“Effective Date Transactions” means (i) the Neptune Merger (including, for the avoidance of doubt, the payment of any earn-outs, deferred purchase price adjustments and/or any other amounts due and owing under the Neptune Merger Agreement), (ii) the entering into of the transactions provided under this Agreement and the initial borrowings hereunder (if any), (iii) the Effective Date Refinancing, (iv) entering into of the Term Loan Credit Agreement and the initial borrowings thereunder and (v) the payments of fees, commissions and expenses in connection with each of the foregoing.

“Electronic Copy” has the meaning specified in Section 10.25.

“Electronic Record” has the meaning specified in Section 10.25.

“Electronic Signature” has the meaning in Section 10.25.

“Eligible Assignee” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of C\$250,000,000; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, (e) any “accredited investor” (as defined under Ontario Securities Commission Rule 45-501, as amended, supplemented, replaced and otherwise modified from time to time) which extends credit or buys loans as one of its businesses, including a mutual fund, lease financing company and commercial finance company, in each case, which has combined capital and surplus of at least C\$250,000,000 at the date that it becomes a Lender and which through its applicable lending office, is capable of lending to a Borrower, and (f) any other Person (other than a natural Person) satisfying the requirements of Section 10.06(b) hereof; provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Disqualified Lender, a Loan Party, or any of their respective Affiliates or Subsidiaries.

“Eligible Credit Card Receivables” means at the time of any determination thereof, each Credit Card Receivable that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Credit Card Receivable (i) has been earned by performance and represents the bona fide amounts due to a Borrowing Base Party from a Credit Card Issuer or Credit Card Processor, and in each case is originated in the ordinary course of business of such Borrowing Base Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (m) below. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, such Credit Card Receivable shall indicate no Person other than a Borrowing Base Party as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual fees and charges due to the Credit Card Issuer or Credit Card Processor, discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrowing Base Party may be obligated to rebate to a customer, a Credit Card Issuer or Credit Card Processor pursuant to the terms of any agreement or understanding) and (ii) the aggregate amount of all cash received in respect of such Credit Card Receivable but not yet applied by the Borrowing Base Parties to reduce the amount of such Credit Card Receivable. Except as otherwise agreed by the Agent and FILO Agent in their respective Reasonable Credit Judgment, any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) Credit Card Receivables which do not constitute an “intangible” (as defined in the PPSA), as applicable, or an Account;

(b) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale (or for such longer period(s) as may be approved by the Agent in its commercially reasonable discretion);

(c) Credit Card Receivables (i) that are not subject to a perfected first-priority security interest in favor of the Agent (other than Permitted Encumbrances having priority by operation of applicable Law over the Lien of the Agent), or (ii) with respect to which a Borrowing Base Party does not have good and valid title thereto, free and clear of any Lien

(other than Liens granted to the Agent pursuant to the Security Documents and any other Permitted Encumbrances);

(d) Credit Card Receivables which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Credit Card Receivables as to which a Credit Card Issuer or a Credit Card Processor has the right under certain circumstances to require a Borrowing Base Party to repurchase the Credit Card Receivables from such Credit Card Issuer or Credit Card Processor (but only to the extent of the repurchase right);

(f) Credit Card Receivables due from a Credit Card Issuer or a Credit Card Processor of the applicable credit card which is the subject of any bankruptcy or insolvency proceedings;

(g) Credit Card Receivables which are not a valid, legally enforceable obligation of the applicable Credit Card Issuer or a Credit Card Processor with respect thereto;

(h) Credit Card Receivables which do not conform in all material respects to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables;

(i) Credit Card Receivables that are owed by a Credit Card Issuer or a Credit Card Processor not located in the United States or Canada (unless otherwise agreed to by the Agent and FILO Agent in their respective Reasonable Credit Judgment);

(j) Credit Card Receivables that (i) do not arise from the sale of goods or the performance of services by such Borrowing Base Party in the ordinary course of its business, and (ii) as to which such Borrowing Base Party is not able to bring suit or otherwise enforce its remedies against the Credit Card Issuer or Credit Card Processor through judicial process;

(k) Credit Card Receivables upon which such Borrowing Base Party's right to receive payment is not absolute or is contingent upon the fulfillment of any condition whatsoever;

(l) Credit Card Receivables that are payable in any currency other than Dollars or Canadian Dollars; or

(m) Credit Card Receivables which the Agent determines in its Reasonable Credit Judgment to be uncertain of collection.

“Eligible In-Transit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, In-Transit Inventory:

(a) Which consists of finished goods;

(b) Which has been shipped from a Foreign Vendor for receipt by a Borrowing Base Party at a Store, a Temporary Storage Facility, or a distribution center located in Canada owned or leased by a Borrowing Base Party, but which has not yet been delivered to such Borrowing

Base Party, which In-Transit Inventory has been in transit for sixty (60) days or less from the date of shipment of such Inventory; provided that with respect to any Temporary Storage Facility, either (x) the applicable lessor shall have delivered to the Agent a Collateral Access Agreement or (y) the Agent shall have established a Reserve with respect to such Temporary Storage Facility;

(c) For which title and risk of loss has passed to such Borrowing Base Party;

(d) Which is subject to a first priority Lien in favor of the Agent and not subject to any other Lien (except for any possessory Lien upon such Inventory in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such Inventory to such Borrowing Base Party and with respect to which such freight carrier or shipping agent, such Borrowing Base Party and the Agent shall have entered a Customs Broker/Carrier Agreement and any other Permitted Encumbrances);

(e) Which is in the possession of a Borrowing Base Party or a customs broker, freight carrier or other shipping agent which has entered into a Customs Broker/Carrier Agreement with such Borrowing Base Party and the Agent;

(f) Which is insured to the reasonable satisfaction of the Agent in compliance with the provisions of Section 5.11 hereof (including, without limitation, marine cargo insurance, if applicable);

(g) Which is evidenced or deliverable pursuant to (x) prior to the issuance of any “document” (as defined in the PPSA), or Acceptable Waybill, one or more purchase orders and corresponding dock receipts, and (y) within seven (7) Business Days’ after the issuance of a dock receipt pursuant to the foregoing clause (x), either (1) one or more Documents of Title that, if negotiable, have been (A) delivered to the Agent or an agent acting on behalf thereof, pursuant to an agreement between the Agent and its agent in form and substance satisfactory to the Agent, acting reasonably or (B) prior to the occurrence and continuance of an Event of Default (but not thereafter) delivered to a Borrowing Base Party, or (2) one or more Acceptable Waybills; and

(h) Which otherwise would constitute Eligible Inventory;

provided that the Agent and FILO Agent may, in their Reasonable Credit Judgment, exclude any particular Inventory from the definition of “Eligible In-Transit Inventory” in the event the Agent or FILO Agent determines that such Inventory is subject to any Person’s right or claim which is (or is capable of being) senior to, or pari passu with, the Lien in favor of the Agent and may adversely impact the value of such Inventory or the ability of the Agent to realize upon such Inventory.

“Eligible Inventory” means, as of the date of determination thereof, without duplication, items of Inventory of a Borrowing Base Party that are finished goods, merchantable and readily saleable to the public in the ordinary course of the Borrowing Base Parties’ business, in each case that, except as otherwise agreed by the Agent and FILO Agent, (A) complies in all material respects with each of the representations and warranties respecting Inventory made by the Borrowing Base Parties in the Loan Documents, and (B) is not excluded as ineligible by virtue of one or more of the criteria set forth below. Except as otherwise agreed by the Agent and FILO Agent, in their respective Reasonable Credit Judgment, the following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by a Borrowing Base Party or a Borrowing Base Party does not have good and valid title thereto free and clear of any Lien (other than Liens granted to the Agent pursuant to the Security Documents and any other Permitted Encumbrances);

(b) Inventory that is leased by or is on consignment to the Borrowing Base Party or which is consigned by a Borrowing Base Party to a Person which is not a Loan Party;

(c) Inventory (other than Eligible In-Transit Inventory and Eligible Letter of Credit Inventory) that is not located in Canada at a location that is owned or leased by a Borrowing Base Party; provided that (i) Inventory in transit between such owned or leased locations and (ii) Inventory as to which a Borrowing Base Party has title and which is in-transit from a domestic vendor to any such owned or leased locations and in the possession of carriers contracted by a Borrowing Base Party shall not be deemed ineligible solely by virtue of the provisions of this clause (c);

(d) Inventory that constitutes fine art or high jewelry;

(e) Inventory that is located in a distribution center or warehouse leased by a Borrowing Base Party unless the applicable lessor has delivered to the Agent a Collateral Access Agreement;

(f) Inventory that is comprised of goods which (i) are damaged, defective, "seconds," or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute samples, spare parts, promotional, marketing, displays, labels, bags and other packaging and shipping materials or supplies used or consumed in a Borrowing Base Party's business, (iv) not in compliance in all material respects with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, or (v) are bill and hold goods;

(g) Inventory that is not subject to a perfected first-priority security interest in favor of the Agent (other than Permitted Encumbrances having priority by operation of applicable Law over the Lien of the Agent);

(h) Inventory that is not insured in compliance with the provisions of Section 5.11 hereof;

(i) Inventory that contains or bears any Intellectual Property licensed to any Borrowing Base Party by any Person other than a Borrowing Base Party and the Agent is subject to a restriction that could reasonably be expected to adversely affect the Agent's ability to liquidate such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement relating thereto;

(j) Inventory of a type not held for sale in the ordinary course of the applicable Borrowing Base Party's business;

(k) Inventory which consists of Hazardous Materials or goods that can be transported or sold only with licenses that are not readily available;

(l) Inventory used in connection with dine-in cafes and restaurants; or

(m) Inventory acquired in a Permitted Acquisition or which is not of the type usually sold in the ordinary course of the Borrowing Base Parties' business, unless and until the Agent has completed or received (A) an appraisal of such Inventory from appraisers reasonably satisfactory to the Agent and establishes Reserves (if applicable) therefor, and (B) such other due diligence as the Agent may reasonably require, all of the results of the foregoing to be reasonably satisfactory to the Agent.

Each of the Agent and FILO Agent reserve the right, at any time and from time to time, upon prior written notice to the Lead Borrower, to adjust any such eligibility criteria or the advance rates with respect to Eligible Inventory or Eligible In-Transit Inventory, such adjustments to be determinable and determined by the Agent or FILO Agent in their respective Reasonable Credit Judgment and by methods and in a manner that are customary for asset-based loans administered by the Agent and FILO Agent; provided, that any downward adjustment of any advance rate shall be supported by an appraisal of Inventory conducted by or at the request of the Agent or FILO Agent pursuant to this Agreement; provided further, that the Agent and FILO Agent shall permit the Lead Borrower to consult with the Agent and FILO Agent until the second Business Day following the sending of such notice in respect of each more restrictive adjustment in eligibility criteria prior to implementing such adjustment; and provided, further, that during such two (2) Business Day period, the Borrowers shall not be permitted to borrow Loans or request Letters of Credit (x) so as to exceed the Borrowing Base (as determined as if such adjustment in eligibility criteria were in effect) or (y) to the extent an Event of Default under Section 7.15 (compliance therewith being determined as if such adjustment in eligibility criteria were in effect) would immediately result.

“Eligible Letter of Credit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory of a Borrowing Base Party:

(a) the full purchase price for which is supported by a Commercial Letter of Credit, which Commercial Letter of Credit has been outstanding for ninety (90) days or less;

(b) Which is subject to a first priority Lien in favor of the Agent and not subject to any other Lien (except for any possessory Lien upon such Inventory in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such Inventory to such Borrowing Base Party and with respect to which such freight carrier or shipping agent, such Borrowing Base Party and the Agent shall have entered a Customs Broker/Carrier Agreement, and any other Permitted Encumbrances); and

(c) which, upon shipment, would constitute Eligible In-Transit Inventory, except that, for purposes of clause (b) of the definition thereof, such Inventory shall have been received by a Borrowing Base Party at a Store, a Temporary Storage Facility, or a distribution center, in each case, located in Canada owned or leased by a Borrowing Base Party within ninety (90) days or less from the date of issuance of such Commercial Letter of Credit;

provided that the Agent and FILO Agent may, in their Reasonable Credit Judgment, exclude any particular Inventory from the definition of “Eligible Letter of Credit Inventory” in the event the Agent or FILO Agent determines that such Inventory is subject to any Person's right or claim

which is (or is capable of being) senior to, or pari passu with, the Liens in favor of the Agent and may adversely impact the value of such Inventory or the ability of the Agent to realize upon such Inventory.

“Eligible Trade Receivables” means Accounts consisting of Gift Card Receivables or Accounts arising from the sale of the Borrowing Base Parties’ Inventory (other than those consisting of Credit Card Receivables) or rendition of services that satisfy the following criteria at the time of creation and meets the same at the time of such determination: such Account (i) has been earned by performance and represents the bona fide amounts due to a Borrowing Base Party from an Account Debtor, and in each case is originated in the ordinary course of business of such Borrowing Base Party, and (ii) is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (u) below. Without limiting the foregoing, to qualify as an Eligible Trade Receivable, an Account shall indicate no Person other than a Borrowing Base Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrowing Base Party may be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Borrowing Base Parties to reduce the amount of such Eligible Trade Receivable. Except as otherwise agreed by the Agent and FILO Agent, any Account included within any of the following categories shall not constitute an Eligible Trade Receivable:

(a) Accounts that are not evidenced by an invoice (until such time as an invoice is delivered to the applicable Account Debtor);

(b) Accounts that have been outstanding for more than sixty (60) days from the due date or, if sooner, ninety (90) days following its original invoice date;

(c) Accounts due from any Account Debtor fifty percent (50%) or more of whose Accounts are not eligible under any other clause of this definition;

(d) Accounts owed by an Account Debtor and/or its Affiliates together exceed twenty percent (20%) (or any other percentage now or hereafter established by the Agent for any particular Account Debtor) of the amount of all Accounts at any one time (but the portion of the Accounts not in excess of the applicable percentage may be deemed Eligible Trade Receivables, in the Agent’s and FILO Agent’s Reasonable Credit Judgment);

(e) Accounts (i) that are not subject to a perfected first-priority security interest in favor of the Agent (other than Permitted Encumbrances which have priority by operation of applicable Laws), or (ii) with respect to which a Borrowing Base Party does not have good and valid title thereto, free and clear of any Lien (other than Liens granted to the Agent pursuant to the Security Documents and other Permitted Encumbrances);

(f) Accounts which are disputed or with respect to which a claim, counterclaim, offset or chargeback has been asserted, but only to the extent of such dispute, counterclaim, offset or chargeback;

(g) Accounts which arise out of any sale (i) not made in the ordinary course of business, or (ii) made on a basis other than upon credit terms usual to the business of the Borrowing Base Parties;

(h) Accounts which are owed by any Affiliate or any employee of a Borrowing Base Party;

(i) Accounts for which all consents, approvals or authorizations of, or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the performance of such Account by the Account Debtor or in connection with the enforcement of such Account by the Agent have not been duly obtained, effected or given and are not in full force and effect;

(j) Accounts due from an Account Debtor which is the subject of any bankruptcy or insolvency proceeding, has had a trustee, interim receiver, or receiver appointed for all or a substantial part of its property, has made an assignment for the benefit of creditors or has suspended its business;

(k) Accounts due from any Governmental Authority except to the extent that the subject Account Debtor is (i) the federal government of the United States and the Borrowing Base Parties have complied with the Federal Assignment of Claims Act of 1940 or (ii) the federal government of Canada or a political subdivision thereof, or any province or territory, or any municipality or department or agency or instrumentality thereof and the provisions of the *Financial Administration Act* (Canada) or any applicable provincial, territorial or municipal law of similar purpose and effect restricting the assignment thereof or the granting of a Lien thereon, as the case may be, have been complied with;

(l) Accounts (i) owing from any Person that is also a supplier to or creditor of a Borrowing Base Party or any of its Subsidiaries unless such Person has waived any right of setoff in a manner reasonably acceptable to the Agent or (ii) representing any manufacturer's or supplier's credits, discounts, incentive plans or similar arrangements entitling a Borrowing Base Party or any of its Subsidiaries to discounts on future purchase therefrom;

(m) Accounts arising out of sales on a bill-and-hold, guaranteed sale, sale-or-return, sale on approval or consignment basis or subject to any right of return;

(n) Other than with respect to jurisdictions agreed by the Lead Borrower and the Agent and specified in writing as of the Effective Date, Accounts owing from any Embargoed Person or from any Person located in a jurisdiction (other than Canada or the United States) which, in either case, a Lender notifies the Lead Borrower in writing shall be ineligible;

(o) Accounts evidenced by a promissory note or other instrument;

(p) Accounts consisting of amounts due from vendors as rebates or allowances;

(q) Accounts which include extended payment terms (datings) beyond those generally furnished in the ordinary course of business;

(r) Accounts upon which such Borrowing Base Party's right to receive payment is not absolute or is contingent upon the fulfillment of any condition whatsoever;

(s) Accounts that are payable in any currency other than Canadian Dollars or U.S. Dollars;

(t) Accounts which exceed any credit limit established by the Agent or FILO Agent, in their respective Reasonable Credit Judgment, following prior notice of such limit by the Agent or FILO Agent to the Lead Borrower; or

(u) Accounts acquired in a Permitted Acquisition, unless and until the Agent has (A) completed or received such due diligence as the Agent may reasonably require with respect thereto, all of the results of the foregoing to be reasonably satisfactory to the Agent and FILO Agent, and (B) otherwise agrees in its Reasonable Credit Judgment and the FILO Agent's Reasonable Credit Judgment that such Accounts shall be deemed Eligible Trade Receivables.

"Embargoed Person" means any party that (i) is publicly identified on the most current list of "Specially Designated Nationals and Blocked Persons" published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), (ii) resides, is organized or chartered, or has a place of business in a Designated Jurisdiction or (iii) is a Canadian Blocked Person.

"EMU" means the economic and monetary union in accordance with the Treaty of Rome 1957, as amended by the Single European Act 1986, the Maastricht Treaty of 1992 and the Amsterdam Treaty of 1998.

"EMU Legislation" means the legislative measures of the EMU for the introduction of, changeover to or operation of a single or unified European currency.

"Enforcement Action" means, except as otherwise provided in the final sentence of this definition:

(a) the taking by any Credit Party of any action to enforce or realize upon any Lien in the Collateral, including, without limitation, the institution of any foreclosure proceedings, whether judicial or non-judicial, under applicable law relating to the foreclosure of mortgages, deeds of trust or personal property Liens, or the noticing of any public or private sale pursuant to PPSA or other applicable law;

(b) the exercise by any Credit Party of any right or remedy provided to a secured creditor on account of a Lien on the Collateral under any of the Loan Documents under applicable law, in an Insolvency Proceeding or otherwise, including the election to retain or take in payment of any of the Collateral in satisfaction of a Lien;

(c) the taking of any action by any Credit Party or the exercise of any right or remedy by any Credit Party in respect of the collection on, set off against, marshaling of, injunction respecting or foreclosure on the Collateral or the Proceeds thereof, excluding ordinary course offsets of fees and expenses of account banks, chargebacks and collections of checks and similar arrangements;

(d) the appointment on the application of a Credit Party of a receiver, interim receiver, receiver and manager, trustee, monitor or Person having similar duties of all or part of the Collateral;

(e) the sale, lease, license, or other disposition of all or any portion of the Collateral by private or public sale conducted by a Credit Party or any other means at the direction of a Credit Party permissible under applicable law;

(f) the exercise of any other right of a secured creditor under Part 6 of Article 9 of the Uniform Commercial Code or under provisions of similar effect under other applicable law in respect of the Collateral.

For the avoidance of doubt, none of the following shall be deemed to constitute an Enforcement Action: (i) acceleration by the relevant Credit Parties of the maturity of the Obligations or the, (ii) the filing of a proof of claim in any insolvency proceeding or seeking adequate protection in accordance with the terms hereof, (iii) the implementation and/or maintenance of Cash Dominion or the exercise of rights by the Agent in connection, (iv) the consent by the Agent to a store closing sale, going out of business sale or other disposition by any Loan Party of any of the Collateral, (v) the imposition of Reserves by the Agent or other limitations on Availability.

“Environmental Indemnity Agreement” means each agreement of the Loan Parties with respect to any Real Estate subject to a Mortgage, pursuant to which such Loan Parties agree to indemnify and hold harmless the Agent and the Lenders from liability under any Environmental Laws, except for liability caused by any actions of the Agent or the Lenders which are in violation of the Environmental Laws.

“Environmental Laws” means all applicable federal, state, local, provincial, territorial, municipal, local and foreign laws (including the common law), statutes, ordinances, codes, rules, guidelines, policies, procedures, standards, permits, concessions, grants, franchises, licenses, governmental restrictions and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative order, consent decree, order or judgment that has the force of law, imposing liability or standards of conduct for or relating to the regulation and protection of human, plant or animal health or safety, the environment or natural resources (including air, surface water, groundwater, wetlands, land, soil, land surface or subsurface strata, wildlife, aquatic species and vegetation) or the release of any Hazardous Materials into the environment. Environmental Laws include, without limitation, the *Canadian Environmental Protection Act, 1999*, *Fisheries Act*, *Transportation of Dangerous Goods Act, 1992*, the *Migratory Birds Protection Act, 1994*, the *Species At Risk Act*, the *Hazardous Products Act*, the *Canada Shipping Act* and the *Canada Wildlife Act*.

“Environmental Liability” means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Restricted Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” means all “equipment,” as such term is defined in the PPSA, now owned or hereafter acquired by any Loan Party, wherever located and, in any event, including all such Loan Party’s machinery and equipment, including processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, all whether now owned or hereafter acquired, and wherever situated, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting.

“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.

“Euros” means the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

“Event of Default” has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 10.01 hereof.

“Excess Revolving Obligations” shall mean, at any time, (a) Revolving Obligations constituting the aggregate outstanding principal amount of Revolving Loans and outstanding amount of Letters of Credit made, issued or incurred that, together with the aggregate outstanding principal amount any loans or outstanding letters of credit made, issued or incurred under any DIP Financing provided by the Revolving Lenders, is in excess of the Maximum Revolving Amount and any interest, fees or reimbursement obligations accrued on or with respect to such amounts (other than interest, fees, indemnities and reimbursement obligations on Revolving Obligations or DIP Financing not constituting Excess Revolving Obligations added to the loan account and interest and fees thereon), (b) Revolving Obligations in respect of Bank Products and Cash Management Services (only with respect to credit, debit and purchase cards) in an aggregate amount in excess of \$15,000,000, but solely to the extent of the amount of such excess for which the Agent has not implemented and maintained a Reserve under the Borrowing Base and (c) if any of the Revolving Secured Parties furnish DIP Financing or consent to the use of cash collateral in any insolvency proceeding of the Loan Parties, any portion of any Carve Out for which the Agent has not established a Reserve against the Borrowing Base in connection with such DIP Financing or use of cash collateral. “Excess ~~ABL~~Revolving Obligations” shall not include any portion of the Revolving Obligations (and any interest, fees or reimbursement obligations accrued on or with respect to thereto) attributable to an Inadvertent Overadvance which remains outstanding.

“Excluded Accounts” means (i) any payroll, employee benefits, workers compensation, trust and tax withholding accounts funded by the Loan Parties in the ordinary course of business and (ii) any checking, savings or other demand deposit account maintained by HBC India, which, in the case of clause (ii), does not have an individual average daily balance for any fiscal month in excess of \$2,000,000, or in the aggregate with each other account excluded pursuant to this clause (ii), in excess of \$3,000,000.

“Excluded Assets” means “Excluded Property” as defined in the General Security Agreement.

“Excluded Subsidiaries” means (a) any Subsidiary that is identified on Schedule 5.14 as of the Effective Date as an Excluded Subsidiary, (b) [reserved], (c) any Immaterial Subsidiary of a Borrower, (d) [reserved], (e) any Subsidiary that is prohibited by applicable Law or Contractual Obligations existing on the Effective Date (or, in the case of any newly acquired or formed Subsidiary, in existence at the time of acquisition or formation but not entered into in contemplation thereof) from guaranteeing the Obligations, (f) any Subsidiary to the extent that a guaranty of the Obligations by such Subsidiary could reasonably be expected to result in any violation or breach of, or conflict with, fiduciary duties of such Subsidiary’s officers, directors, or managers or have the potential to result in a material risk of personal or criminal liability for any officer of any Subsidiary of the Borrowers, (g) any Unrestricted Subsidiaries, (h) any Subsidiary organized under the laws of a jurisdiction other than the United States, Canada or a state, province or territory thereof, and (i) any other Subsidiary with respect to which, as reasonably determined in writing by the Lead Borrower in consultation with the Agent (acting reasonably), the cost or consequences (including any adverse tax consequences to the Lead Borrower or any of its Restricted Subsidiaries or any of their direct or indirect owners) of guaranteeing the Obligations will be excessive in view of the benefits to be obtained by the Lenders therefrom; provided that no Subsidiary shall be an Excluded Subsidiary if any of its assets are included in the calculation of the Borrowing Base.

“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 under the Facility Guaranty of, or the grant under a Loan Document 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 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 (determined after giving effect to Section 10.26 hereof and any and all guarantees of such Loan Party’s Swap Obligations by other Loan Parties) at the time the guaranty of such Loan Party, or grant by such Loan Party of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a Master Agreement governing more than one Swap Contract, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swap Contracts for which such guaranty or security interest is or becomes excluded in accordance with the first sentence of this definition.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by such Recipient’s net income (however denominated), franchise Taxes, capital Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Lead Borrower under Section 10.13) or (ii) such

Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01(a)(ii) or (c), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(e) (d) any U.S. federal withholding Taxes imposed pursuant to FATCA, (e) any Canadian federal withholding Taxes imposed on a payment by or on account of any obligation of a Loan Party hereunder; (i) to a person with which the Loan Party does not deal at arm's length (for the purposes of the ITA) at the time of making such payment or (ii) in respect of a debt or other obligation to pay an amount to a person with whom the payer is not dealing at arm's length (for the purposes of the ITA) at the time of such payment, and (f) any withholding Taxes imposed on a Recipient by reason of such Recipient: (i) being a non-resident "specified shareholder" (as defined in subsection 18(5) of the ITA) of any Loan Party, (ii) not dealing at arm's length (for the purposes of the ITA) with a "specified shareholder" (as defined in subsection 18(5) of the ITA) of any Loan Party or (iii) being a "specified entity" (within the meaning of subsection 18.4(1) of the ITA) in respect of a Loan Party; provided that paragraphs (e) and (f) shall not apply where the relationship or status described therein, as applicable, arises solely as a result of the Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement or any other Loan Document.

"Executive Order" means Executive Order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)).

"Existing Canadian Term Loan Credit Agreement" means that certain Unsecured Term Loan Agreement, dated as of June 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Borrower, as borrower, the guarantors from time to time party thereto, and 2171948 Ontario Inc., as lender.

"Existing Canadian Term Loan Debt" means Indebtedness incurred pursuant to the Existing Canadian Term Loan Credit Agreement.

"Existing Canadian Term Loan Documents" means the "Loan Documents" under and as defined in the Existing Canadian Term Loan Credit Agreement.

"Existing Credit Agreement" has the meaning given such term in the recitals hereto.

"Existing Letters of Credit" means those Letter of Credit described on Schedule 1.03 hereto.

"Extension Collateral" means the property and assets of the Loan Parties and Pledgor Unrestricted Subsidiaries set forth on Schedule 1.04 hereto.

"Facility Guaranty" means each Guarantee of the Obligations made by a Guarantor in favor of the Agent and the other Credit Parties in such form reasonably satisfactory to the Agent.

"FASB" means the Financial Accounting Standards Board, which promulgates accounting standards.

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

entered into pursuant to Section 1471(b)(1) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

“FCPA” has the meaning set forth in Section 5.29.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Agent. Notwithstanding the foregoing, if such Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Fee Letters” means, collectively, (i) that certain Amended and Restated Canadian ABL Base Fee Letter, dated as of December 20, 2024, between, among others, the Lead Borrower and the Agent, (ii) that certain Canadian ABL Agency Fee Letter, dated as of July 4, 2024, between the Lead Borrower and the Agent and (iii) that certain fee letter, dated as of the Effective Date, between among others, the Lead Borrower and the FILO Agent.

“FILO Agent” means ReStore (including acting through its Affiliates), in its capacity as agent for the FILO Term Lenders.

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

“FILO Obligations” means (a) all advances to, and debts (including principal, interest, fees, and reasonable costs and expenses (whether or not allowed in any proceeding under any Debtor Relief Laws, and including in respect of post-petition interest and expenses)), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any FILO Term Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, reasonable costs and expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (b) obligations under the Facility Guaranty executed by the Loan Parties; provided that Obligations of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

“FILO Secured Parties” means, collectively, (a) the FILO Agent, (b) the FILO Term Loan Lenders, and (c) each other holder of any FILO Obligation.

“FILO Term Lenders” means the Lenders holding a portion of FILO Term Loans from time to time.

“FILO Term Loan” means any loan made by any FILO Term Lender as a FILO Term Loan or Delayed Draw FILO Term Loan, in each case pursuant to Section 2.01.

“FILO Term Loan Borrowing” means any borrowing of FILO Term Loans by the Borrowers, pursuant to Section 2.01(b).

“FILO Term Loan Commitments” means collectively, the FILO Term Loan Commitments – Closing Date and the Delayed Draw FILO Term Loan Commitment.

“FILO Term Loan Commitments – Closing Date” means, as to each FILO Term Lender, its obligation to make FILO Term Loans to the Borrowers pursuant to Article II in the amount set forth opposite such FILO Term Lender’s name on Schedule 2.01. As of the Effective Date, the FILO Term Loan Commitments are C\$119,847,000.

“FILO Term Loan Note” means a promissory note made by the Borrowers in favor of a FILO Term Lender evidencing FILO Term Loans made by such FILO Term Lender, substantially in the form of Exhibit C-3.

“FILO Term Loan Notice” means a notice of (a) a FILO Term Loan Borrowing, (b) a Conversion of FILO Term Loans from one Type to the other, or (c) a continuation of Term SOFR Loans or Term CORRA Loans, pursuant to Section 2.02(b), which, if in writing, shall be substantially in the form of Exhibit A-2.

“Financed Capital Expenditures” means, with respect to any Person and for any period, Capital Expenditures made by such Person during such period in respect of which proceeds of Indebtedness (other than Loans) have been received and where all or a portion of such proceeds have been allocated by the Lead Borrower for application to Capital Expenditures and funds in such amount are applied to Capital Expenditures within one year of the receipt of the proceeds of such Indebtedness.

“Financial Consultant” has the meaning provided in Section 6.21.

“First Amendment” means that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of the First Amendment Effective Date, by and among, the Loan Parties, the Lenders, the Agent and the FILO Agent.

“First Amendment Effective Date” means February 28, 2025.

“Fiscal Month” means any of the monthly accounting periods of the Parent and its Subsidiaries.

“Fiscal Quarter” means any of the quarterly accounting periods of the Parent and its Subsidiaries ending on or about April 30, July 31, October 31 and January 31 of each year.

“Fiscal Year” means any of the annual accounting periods of the Parent and its Subsidiaries ending on or about January 31 of each year.

“Floor” means (a) with respect to Revolving Loans, a rate of interest equal to 0.00% per annum and (b) with respect to FILO Term Loans, a rate of interest equal to 2.00% per annum.

“Foreign Assets Control Regulations” means the Trading With the Enemy Act and other foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as

amended) and any other enabling legislation or executive order relating to any of the foregoing (which for the avoidance of doubt shall include, but shall not be limited to the Executive Order and the USA PATRIOT Act).

“Foreign Cash Equivalents” means, with respect to the Loan Parties, (a) certificates of deposit, guaranteed investment certificates, or bankers acceptances of, and bank deposits with, any bank organized under the laws of any country that is a member of the European Economic Community or of Canada or any subdivision thereof, whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody’s is at least P-1 or the equivalent thereof, in each case with maturities of not more than six months from the date of acquisition, (b) commercial paper maturing not more than one year from the date of creation thereof and, at the time of acquisition, having the highest rating obtainable from either S&P’s or Moody’s, (c) shares of any money market mutual fund that has its assets invested continuously in the types of investments referred to in clauses (a) and (b) above, and (d) in the case of any Loan Party, such local currencies in those countries in which such Loan Party transacts business from time to time in the ordinary course of business, in each case, customarily utilized in countries in which such Loan Party operates for short term cash management purposes.

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than that in which any Borrower is resident for tax purposes. For purposes of this definition, Canada and each province and territory thereof shall be deemed to constitute a single jurisdiction.

“Foreign Vendor” means a Person that sells In-Transit Inventory to a Borrowing Base Party.

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

“Free Cash Flow” means, with reference to the Parent and its Restricted Subsidiaries in respect of any period, the result of (A) Consolidated EBITDA for such period, minus (B) Capital Expenditures (other than Financed Capital Expenditures) made during such period, minus (C) income taxes paid in cash during such period, minus (D) cash interest expense during such period, minus (E) regularly scheduled principal payments actually made in cash during such period.

“Free Cash Flow Qualifying Event” means the first date occurring on or after the Effective Date on which Free Cash Flow, calculated for the most-recent period of four Fiscal Quarters ended prior to such transaction or payment for which financial statements have been, or were required to be, delivered to the Agent, shall be greater than \$0.

“Fronting Exposure” means, at any time there is a Defaulting Lender that is a Revolving Lender, (a) with respect to the L/C Issuer, such Defaulting Lender’s Applicable Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Revolving Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender’s Applicable Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Revolving Lenders in accordance with the terms hereof.

“FSRA” means the Financial Services Regulatory Authority of Ontario and any Person succeeding to the functions thereof and includes the Ontario Superintendent of Financial Services and any other Governmental Authority empowered or created by the *Pension Benefits Act* (Ontario) or any Governmental Authority of any other Canadian jurisdiction exercising similar functions in respect of any

Canadian Pension Plan of any Loan Party and any Governmental Authority succeeding to the functions thereof.

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

“GAAP” means generally accepted accounting principles in the United States set forth in pronouncements of the FASB or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that, with respect to Restricted Subsidiaries of the Parent organized under the laws of Canada, or any province or territory thereof, “GAAP” shall mean principles which are consistent with those promulgated or adopted by the Canadian Institute of Chartered Accountants and its predecessors (or successors) in effect and applicable to the accounting period in respect of which reference to GAAP is being made, including IFRS.

“General Security Agreement” means the Amended and Restated General Security Agreement dated as of February 12, 2024 among the Loan Parties and the Agent for the benefit of the Credit Parties, in form and substance reasonably satisfactory to the Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified in accordance with the terms thereof.

“Gift Card Receivables” means Accounts arising from the sale of gift cards of the Borrowing Base Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory.

“Gordon Brothers Consignment Agreement” means, collectively, any consignment agreement, agreement of consignment memo merchandise, or similar agreement (including all purchase orders issued thereunder) that may be entered into among the Loan Parties and Gordon Brothers Canada ULC, its Affiliates or designees (including with respect to any joint venture, cooperation agreement, or similar arrangement between ReStore and Gordon Brothers Canada ULC and its Affiliates, as amended, amended and restated, modified, supplemented or replaced from time to time).

“Governmental Authority” means the government of the United States, Canada, or any other nation, or of any political subdivision thereof, whether state, provincial, territorial, municipal, or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the FASB, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness

or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means (a) each Borrower, (b) each of the Parent’s Restricted Subsidiaries (including any Restricted Subsidiary that is not an Excluded Subsidiary and owns assets of the type included in the Borrowing Base) existing on the Effective Date and listed on Schedule 1.01(including Canadian HoldCo1 and Canadian HoldCo2), (c) each other Restricted Subsidiary of any Borrower that shall be required to execute and deliver a Facility Guaranty pursuant to Section 6.11 and (d) respect to any Swap Obligation of a Specified Loan Party (determined before giving effect to Section 10.26) under the Facility Guaranty, the Borrowers.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“HBC India” means Hudson’s Bay Services Private Limited, a private limited company organized under the laws of India.

“HBC Netherlands Guarantee Liabilities” means Indebtedness of the type described in clause (ff) of the definition of “Permitted Indebtedness” or Investments described in clause (w) of the definition of “Permitted Investments”.

“HBC Netherlands Liquidation” means the voluntary liquidation, dissolution or winding up of the HBC Netherlands business and related assets.

“HBC Netherlands SPA” means the sale and purchase agreement dated 08/09/10 June 2019 (as amended and/or amended and restated from time to time) between, among others, HBC Europe S.à r.l. as purchaser (the “HBC Netherlands Purchaser”), and European Department Store Holding S.à r.l. as seller (the “HBC Netherlands Seller”) pursuant to which the HBC Netherlands Seller sells its shareholding in HBC Netherlands B.V. (“HBC Netherlands”) to HBC Netherlands Purchaser.

“HBC Netherlands Transaction” means the acquisition of all shares in HBC Netherlands B.V. by HBC Europe S.à r.l. (or any of its Affiliates) pursuant to the HBC Netherlands SPA, as a result of which the Parent (as defined in the Existing Credit Agreement) became the sole indirect shareholder of HBC Netherlands B.V.

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

“IFRS” means International Financial Reporting Standards, namely the standards, interpretations and framework for the preparation and presentation of financial statements (in the absence of a standard

interpretation) as adopted in Canada by the Accounting Standards Board of the Canadian Institute of Chartered Accountants.

“Immaterial Subsidiary” means, at any date of determination, any Restricted Subsidiary of the Parent that is identified on Schedule 5.14 as of the Effective Date as an Immaterial Subsidiary or that is formed following the Effective Date, in each case, and that (a) does not have total assets or annual revenue in an amount in excess of 1.25% of the consolidated assets or annual revenues of the Parent and its Restricted Subsidiaries as of the last day of the most recently completed fiscal quarter, in each case determined in accordance with GAAP or IFRS, as applicable, for such period, individually or 2.5% of the consolidated assets in the aggregate with all other Restricted Subsidiaries excluded pursuant to this clause (a), and (b) does not hold legal or beneficial title to any assets of the type included in the Borrowing Base having an aggregate value in excess of C\$250,000.

“Implementation Agreements” means the Opco Implementation Agreement and the Propco Implementation Agreement, collectively.

“Inactive Subsidiary” means each Subsidiary of the Parent listed on Schedule 5.14 as an “Inactive Subsidiary”.

“Inadvertent Overadvances” shall mean the funding of any Revolving Loan or the issuance, renewal or amendment of a Letter of Credit which has, on the relevant date of determination, become an advance in excess of the limitations contained in Section 7.15 as in effect on the date hereof as the result of circumstances beyond the reasonable control of the Agent or the Revolving Secured Parties (but which did not exceed such limitations based upon the Borrowing Base in effect at the time of such funding, issuance, renewal or amendment), including (i) the use of cash collateral pursuant to the entry of an order by the United States Bankruptcy Court as to which order the Agent and the Revolving Secured Parties have not provided their consent, (ii) a decline in the value of the Collateral included in the Borrowing Base (including as a result of any uninsured loss of such Collateral), (iii) errors or fraud on a Borrowing Base Certificate, (iv) components of the Borrowing Base on any date thereafter being deemed ineligible, (v) the return of uncollected checks or other items of payment applied to the reduction of Revolving Loans or other similar involuntary or unintentional actions, (vi) the imposition of, or increase in, any reserve or a reduction in advance rates after the funding of any loan or advance or the issuance, renewal or amendment of a Letter of Credit, (vii) any other circumstance beyond the reasonable control of the Revolving Agent or the Revolving Secured Parties that results in the reduction of the value of the Borrowing Base or which reduces availability or the amount that may be borrowed hereunder, or (viii) any loan or advance that is required to be made or Letter of Credit that is required to be issued by a Revolving Secured Party to fund the Carve Out, in an amount not in excess of the reserve maintained by the Agent in respect of the Carve Out (so long as such reserve shall have been maintained in good faith in accordance with the terms of this Agreement) (it being understood and agreed that any advance resulting from any event described in clauses (ii) – (viii) of this definition during the use of cash collateral pursuant to an insolvency proceeding as to which the Agent and the Revolving Secured Parties have not provided their consent shall constitute an Inadvertent Overadvance hereunder).

“Inadvertent Overadvance Amounts” shall mean the aggregate amount of credit extensions or advances resulting from any and all Inadvertent Overadvances.

“Increase Effective Date” shall have the meaning provided therefor in Section 2.15(d).

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

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guarantees, surety bonds and similar instruments;
- (c) net obligations of such Person under any Swap Contract;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, not past due for more than 180 days after the date on which such trade account payable was created);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock), or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends (except to the extent that such Person has the right to satisfy its obligations with Equity Interests of such Person); and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

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

“Indemnitees” has the meaning specified in Section 10.04(b).

“Information” has the meaning specified in Section 10.07.

“Insolvency Increase Amount” means, during any proceeding under Debtor Relief Laws, an amount equal to five percent (5.00%) of the Borrowing Base, minus (y) any then outstanding Permitted Overadvances made pursuant to clause (b) of the definition of Maximum Revolving ~~Credit Insolvency~~ Amount, whether such Permitted Overadvance is made prior to or during any proceeding under Debtor Relief Laws; provided that such result shall not be less than zero.

“Intellectual Property” has the meaning given to such term in the General Security Agreement.

“Intellectual Property Security Agreements” has the meaning specified in the applicable Security Documents, in each case as amended.

“Interest Payment Date” means, (a) as to any Prime Rate Loan, the first day of each February, May, August, and November, (b) as to any Term CORRA Loan (other than FILO Term Loans), the last day of the applicable Term CORRA Period, (c) as to any Term SOFR Loan, the last day of each Interest Period applicable to such Loan; provided, however, that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates, (d) as to any FILO Term Loan, on the last Business Day of each month and (e) as to all Loans, the Maturity Date and on the date upon which the Aggregate Commitments have been terminated.

“Interest Period” means, as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or Converted to or continued as a Term SOFR Loan and ending on the date one, three or six months thereafter, as selected by the Lead Borrower in its Revolving Loan Notice or FILO Term Loan Notice, as applicable (in each case, subject to availability); provided that:

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

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

(iii) FILO Term Loans shall have an Interest Period of one month unless agreed to by the FILO Agent; and

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

For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent Conversion or continuation of such Borrowing.

“In-Transit Inventory” means Inventory of a Borrowing Base Party which is in the possession of a common carrier and is in transit from a Foreign Vendor of a Borrowing Base Party to a location of a Borrowing Base Party that is within Canada.

“Inventory” has the meaning given that term in the PPSA and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of

service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) processing, packaging, advertising, and shipping materials related to any of the foregoing, including all supplies.

“Inventory Reserves” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, and without duplication of any of the factors taken into account in determining the Appraised Value, such reserves as may be established from time to time by the Agent or FILO Agent in their respective Reasonable Credit Judgment with respect to the determination of the saleability, at retail, of the Eligible Inventory, which reflect such other factors as affect the market value of the Eligible Inventory or which reflect claims and liabilities that the Agent or FILO Agent determine will need to be satisfied in connection with the realization upon the Inventory.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or Equity Interest in, another Person, (c) any Acquisition, or (d) any other investment of money or capital to acquire assets used or useful in such Person’s business. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“Investor Group” means, individually or collectively, (a) any or all of (i) the members of HBC GP LLC on the Effective Date, (ii) the respective limited partners in HBC I L.P., any holding company thereof created in connection with the Effective Date Transactions, and Saks Global Investor L.P. on the Effective Date, and (iii) the holders of equity interests in NMG Parent LLC immediately prior to the consummation of the Neptune Merger, any holding company or similar entity established to act on their behalf, or any agent or representative acting on their behalf, and, in each case of clauses (i), (ii) and (iii), any of their respective successors.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” means with respect to any Letter of Credit, the Letter Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and a Borrower or in favor the L/C Issuer and relating to any such Letter of Credit.

“ITA” means the *Income Tax Act* (Canada).

“Joinder Agreement” means an agreement, in form satisfactory to the Agent pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as either a Borrower or a Guarantor, as the Agent may determine.

“Judgment Currency” has the meaning given to such term in Section 10.23.

“Junior/Senior Intercreditor Agreement” means that certain First Lien/Second Lien Intercreditor Agreement, dated as of the Effective Date, between the Agent, the Term Loan Agent, 2171948 Ontario Inc. and the Loan Parties and each additional party thereto from time to time, as amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms thereof and

any replacement intercreditor agreement entered into in connection with any replacement of the Existing Canadian Term Loan Agreement, reasonably acceptable to the Agent.

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

“Lead Borrower” has the meaning specified in the introductory paragraph hereto.

“L/C Advance” means with respect to each Revolving Lender, such Revolving Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on or prior to the date required to be reimbursed by a Borrower, pursuant to Section 2.03(c)(i) or refinanced as a Revolving Borrowing.

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

“L/C Issuer” means, as applicable (a) Bank of America (acting through its Canada branch), in its capacity as issuer of Letters of Credit hereunder (including, without limitation, Existing Letters of Credit), or any successor issuer of Letters of Credit hereunder (which successor may only be a Revolving Lender selected by the Agent in its discretion), (b) RBC, in its capacity as issuer of Letters of Credit hereunder or any successor issuer of Letters of Credit hereunder (which successor may only be a Revolving Lender selected by the Agent in its discretion), and (c) any other Revolving Lender that agrees to be a L/C Issuer and is acceptable to the Agent and the Lead Borrower. The L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the L/C Issuer, in which case the term “L/C Issuer” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“L/C Obligations” means, as at any date of determination and without duplication, the aggregate Stated Amount of all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts under Letters of Credit, including all L/C Borrowings. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination, a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lease Monetization Reserve” means an amount equal to (x) initially, from the Closing Date until the Loan Parties and their Restricted Subsidiaries have received gross proceeds of at least C\$240,000,000 from all Monetization Events after the Closing Date, C\$30,000,000, (y) thereafter, an amount equal to 12.5% of gross proceeds received by the Loan Parties and their Restricted Subsidiaries in connection with all Monetization Events after the Closing Date. As used herein, “gross proceeds” shall refer to gross proceeds received by the Loan Parties and their Restricted Subsidiaries after the

Closing Date, and “gross proceeds” shall not include proceeds retained at any Specified Pledged Entity or any Subsidiary thereof.

“Lender” means each Revolving Lender and each FILO Term Lender. Any Person may be a Lender only if it is a financial institution that is listed on Schedule I, II or III of the *Bank Act* (Canada), has received an approval to have a financial establishment in Canada pursuant to Section 522.21 of the *Bank Act* (Canada) or is not a foreign bank for purposes of the *Bank Act* (Canada), and if such financial institution is not resident in Canada and is not deemed to be resident in Canada for purposes of the ITA, then such financial institution (i) deals at arm’s length with each Loan Party for purposes of the ITA, (ii) is not, and deals at arms’ length (for the purposes of the ITA) with each Person who is, a specified shareholder (as defined in Section (18)(5) of the ITA) of any Loan Party and (iii) is not a “specified entity” (within the meaning of subsection 18.4(1) of the ITA) in respect of a Loan Party. Any Lender may, in its reasonable discretion, arrange for one or more Loans to be made by Affiliates or branches of such Lender, in which case the term “Lender” shall include any such Affiliate or branch with respect to Loans made by such Affiliate or branch.

“Lender Joinder Agreement” means a joinder agreement in form and substance satisfactory to the Agent and executed by an Additional Commitment Lender in connection with Section 2.15.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Lead Borrower and the Agent.

“Letter of Credit” means each Standby Letter of Credit and each Commercial Letter of Credit issued hereunder and shall include the Existing Letters of Credit.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” means the day that is seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the immediately preceding Business Day).

“Letter of Credit Fee” has the meaning specified in Section 2.03(i).

“Letter of Credit Sublimit” means (a) an aggregate amount for all Borrowers equal to C\$~~100,000,000~~40,000,000, and (b) for any individual Borrower, an amount equal to C\$~~100,000,000~~40,000,000 minus all then outstanding L/C Obligations. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments. A permanent reduction of the Aggregate Revolving Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Revolving Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit for the applicable Borrower or Borrowers shall be reduced to an amount equal to (or, at the Lead Borrower’s option, less than) the Aggregate Revolving Commitments.

“Lien” means any mortgage, deed of trust, pledge, hypothec, assignment, deposit arrangement, encumbrance, lien (statutory or other), trust (deemed, statutory, constructive or otherwise), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation,

Synthetic Lease Obligation, or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Agent of those rights and remedies accorded to the Agent under the Loan Documents and applicable Laws as a creditor of the Loan Parties and the Pledgor Unrestricted Subsidiaries with respect to the realization on the Collateral, including (after the occurrence and during the continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Agent, of any public, private or “going-out-of-business”, “store closing” or other similar sale or any other disposition of the Collateral for the purpose of liquidating the Collateral. Capitalized derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Liquidation Percentage” shall mean, for any Revolving Lender, a fraction, the numerator of which is the Total Revolving Commitment of such Revolving Lender on the Determination Date and the denominator of which is the Aggregate Revolving Commitments of all Revolving Lenders on the Determination Date.

“Loan” means a Revolving Loan, a FILO Term Loan, or a Delayed Draw FILO Term Loan, as applicable, and, as the context requires, a Swing Line Loan.

“Loan Account” has the meaning assigned to such term in Section 2.11(a).

“Loan Cap” means, at any time of determination, the lesser of (a) the sum of (x) the Aggregate Revolving Commitments and (y) the aggregate principal amount of FILO Term Loans outstanding or (b) the Borrowing Base (without giving effect to clause (d) of the definition thereof).

“Loan Documents” means this Agreement, each Note, each Issuer Document, the Fee Letters, all Borrowing Base Certificates, the Account Control Agreements, the Credit Card Notifications, the Security Documents, the Term Loan Intercreditor Agreement, Junior/Senior Intercreditor Agreement, the Facility Guaranty, the Environmental Indemnity Agreements, and any other instrument or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction arising out of any Cash Management Services and Bank Products provided by any Lender or any of its Affiliates, each as amended and in effect from time to time; provided that for purposes of the definition of “Material Adverse Effect” and Article VII, “Loan Documents” shall not include agreements relating to Cash Management Services and Bank Products.

“Loan Parties” means, collectively, each Borrower, all of its Subsidiaries (other than Excluded Subsidiaries) and all Guarantors organized under the laws of Canada or any province or territory thereof. “Loan Party” means any one of such Persons.

“Make-Whole Amount” means, as of any date of determination, an amount calculated by the FILO Agent (which calculation shall be conclusive absent manifest error) equal to the sum of (i) 75.0% aggregate amount of remaining interest the FILO Term Lenders would earn on the FILO Term Loans subject to such Applicable FILO Premium Trigger Event assuming the rate of interest is the Make-Whole Interest Rate from the date of the occurrence of the Applicable FILO Premium Trigger Event to the date that is 18 months after the Effective Date and (ii) 3.00% of the FILO Term Loans subject to such Applicable FILO Premium Trigger Event. For purposes of calculating the Make-Wole Amount the Aggregate FILO Term Loan Commitments terminated or reduced in connection with the Applicable

FILO Premium Trigger Event shall be deemed outstanding “FILO Term Loans” subject to such Applicable FILO Premium Trigger Event.

“Make-Whole Interest Rate” means the interest rate applicable to the FILO Term Loans on the date of the Applicable FILO Premium Trigger Event as determined by the FILO Agent.

“Master Agreement” has the meaning set forth in the definition of “Swap Contract.”

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the results of operations, business, properties, or financial condition of the Loan Parties taken as a whole; (b) a material impairment of the ability of the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents; or (c) a material impairment of the rights and remedies of the Agent or the Lenders under the Loan Documents or a material adverse effect upon the legality, validity, binding effect or enforceability against the Loan Parties of the Loan Documents.

“Material Contract” means, with respect to any Person, each contract to which such Person is a party which, if (a) breached or contravened by any Loan Party or (b) terminated, in each case could reasonably be expected to have a Material Adverse Effect.

“Material Indebtedness” means (a) Indebtedness under the Term Loan Credit Agreement, (b) Indebtedness under the Existing Canadian Term Loan Credit Agreement, and (c) all Indebtedness (other than the Obligations and intercompany Indebtedness due to another Loan Party) of the Loan Parties in an aggregate principal amount exceeding (i) with respect to secured Indebtedness, C\$20,000,000 and (ii) with respect to unsecured Indebtedness or Subordinated Indebtedness, C\$35,000,000. For purposes of determining the amount of Material Indebtedness at any time, (a) the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof, (b) undrawn committed or available amounts shall be included, and (c) all amounts owing to all creditors under any combined or syndicated credit arrangement shall be included.

“Maturity Date” means the earlier of (a) December 23, 2029, (b) the date that the Commitments (as defined in the Saks Global Revolving Facility) shall have been terminated or is the final stated maturity of the Saks Global Revolving Facility, and (c) the date that is (i) ~~sixty~~thirty (60) days prior to the final stated maturity of the Term Loan Credit Agreement (the clause (c)(i), the “Term Loan Springing Maturity Date”), (ii) ninety-one (91) days prior to the final stated maturity of the Existing Canadian Term Loan Credit Agreement or (iii) ninety-one (91) days prior to the final stated maturity of other Material Indebtedness.

“Maximum Rate” has the meaning provided therefor in Section 10.09.

“Maximum Revolving Amount” shall mean, on any date of determination thereof, a principal amount equal to the lesser of (a) the result of (i) the sum of (x) C\$~~264,411,950~~220,000,000 plus (y) 110% of the aggregate amount of all increases in the Revolving Commitments effected pursuant to Section 2.15 hereof as in effect on the date hereof minus (ii) all permanent reductions of the Revolving Commitments (except in connection with a refinancing of Revolving Obligations), so long as any repayments to be made in connection with such commitment reductions have been made or (b) the sum of (i) the Borrowing Base, plus (ii) Permitted Overadvances, plus (iii) all Inadvertent Overadvance Amounts then outstanding, plus (iv) the result of (x) the Permitted Insolvency Increase Amount minus (y) all Permitted Overadvances then outstanding (other than Permitted Overadvances made to pay payroll

expenses of the Loan Parties to the extent actually used for such purpose), provided, that such amount shall not be less than zero, minus (v) the Minimum Excess Availability Amount.

The Parties and the Loan Parties understand and agree that in all cases the determination of the Borrowing Base (or any component thereof) shall be based upon the most recent Borrowing Base Certificate received by the Agent prior to funding of Revolving Loans or the issuance, renewal or amendment of a Letter of Credit (it being understood and agreed that the use of cash collateral in an insolvency proceeding shall not constitute a funding of a loan or other advance to the extent resulting from an entry of an order for use of cash collateral as to which order the Agent and the Revolving Secured Parties have not provided their consent). For the purposes of determining the Maximum Revolving Amount at any time there is an Inadvertent Overadvance Amount outstanding, amounts applied to repay Revolving Loans shall be deemed to be applied to Inadvertent Overadvance Amounts prior to being applied to Revolving Loans which do not constitute Inadvertent Overadvance Amounts.

“Minimum Excess Availability Amount” means that amount of Availability at all times required to be maintained by the Loan Parties pursuant to Section 7.15.

“Monetization Events” means, collectively, (i) any Disposition of a lease, leasehold rights or other real property interests (other than subleases, licenses and other occupancy agreements entered into in the ordinary course of business, and tenant allowances intended to be used for capital improvements) by the Loan Parties or any Subsidiary, and (ii) transactions (which may include, without limitation, assignment, surrender, transfer, settlement, enforcement, or other circumstances) which result in the monetization of value derived from a lease, leasehold rights or other real property interests (other than subleases, licenses and other occupancy agreements entered into in the ordinary course of business, and tenant allowances intended to be used for capital improvements), in each case of clause (i) and (ii) above, including any such transaction occurring at any Loan Party, any Restricted Subsidiary, the RioCan JVCo (in each case, limited to distributions received in respect thereof), any Excluded Subsidiary, any Real Estate Venture (in each case, limited to distributions received in respect thereof), any Pledgor Unrestricted Subsidiary or any Specified Pledged Entity or any Subsidiary thereof.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Mortgage” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Agent for the benefit of the Agent and the other Credit Parties, on Real Estate of a Loan Party, including any amendment, restatement, modification or supplement thereto.

“Mortgaged Property” means any Real Estate of a Loan Party subject to a Mortgage.

“Neptune Merger” means the acquisition provided for in the Neptune Merger Agreement

“Neptune Merger Agreement” means that certain Agreement and Plan of Merger, dated as of July 4, 2024, by and among NMG Parent LLC, a Delaware limited liability company, Saks Global Enterprises LLC (f/k/a HBC US Holdings LLC), a Delaware limited liability company, Neptune NewCo LLC, a Delaware limited liability company and Shareholder Representative Services LLC, a Colorado limited liability company.

“Net Proceeds” means (a) with respect to any Disposition by any Loan Party or Subsidiary or any casualty or condemnation payments received by, or paid to the account of, any Loan Party, the excess, if any, of (i) the sum of cash and cash equivalents received in connection with such Disposition or casualty or condemnation payment (including any cash or cash equivalents received by way of deferred payment

pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) minus (without duplication) (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset by a Lien permitted hereunder, if any, and that is required to be repaid (or to establish an escrow for the future repayment thereof) in connection with such Disposition or casualty or condemnation payment (other than Revolving Borrowings or FILO Term Loans under the Loan Documents), (B) the reasonable and customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such Disposition or casualty or condemnation payment (including, without limitation, appraisals, and brokerage, legal, title and recording or transfer tax expenses and commissions) paid by such Loan Party or such Subsidiary to third parties (other than Affiliates), and (C) taxes paid or payable to any taxing authority by such Loan Party or such Subsidiary (or, in each case, the direct or indirect holders of their Equity Interests) in connection with such Disposition or casualty or condemnation payment (other than any Taxes deducted pursuant to clause (a)(B) above and retained by any Loan Party or such Subsidiary) and (b) with respect to the incurrence of any Indebtedness, (i) the sum of cash and cash equivalents received by the Lead Borrower and its Restricted Subsidiaries and the Pledgor Unrestricted Subsidiaries (without duplication) in connection with such transaction minus (ii) the sum of (A) the principal amount of any existing Indebtedness that is secured by a Lien which is permitted hereunder and which is senior to the Agent's Lien thereon, and that is required to be repaid (or to establish an escrow for the future repayment thereof) in connection with such transaction (other than Indebtedness under the Loan Documents), (B) the reasonable and customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such transaction (including, without limitation, appraisals, and brokerage, legal, title and recording or transfer tax expenses and commissions) paid by any Loan Party or such Subsidiary to third parties (other than Affiliates), and (C) taxes paid and payable to any taxing authorities by such Loan Party, such Subsidiary or the direct or indirect holders of their Equity Interests in connection therewith.

“Non-Consenting Lender” has the meaning provided therefor in Section 10.01(c).

“Non-Defaulting Lender” means, at any time, each Lender that is not a Defaulting Lender at such time.

“Note” means (i) a promissory note made by a Borrower in favor of a Revolving Lender evidencing Revolving Loans made by such Revolving Lender, substantially in the form of Exhibit C-1, (ii) a promissory note of a Borrower substantially in the form of Exhibit C-2, payable to the order of the Swing Line Lender, evidencing the Swing Line Loans made by the Swing Line Lender to such Borrower or (iii) a promissory note made by a Borrower in favor of a FILO Term Lender evidencing FILO Term Loans made by such FILO Term Lender, substantially in the form of Exhibit C-3.

“Obligations” means the Revolving Obligations and the FILO Obligations.

“OFAC” has the meaning set forth in the definition of “Embargoed Person”.

“Off Fifth.com Material Agreements” means, collectively, (i) the Saks Off 5th Trademark Sublicense Agreement, dated as of June 18, 2021, by and among Saks OFF 5TH Holdings LLC and Saks & Company LLC, (ii) the Saks Off Fifth Trademark License Assignment Agreement, dated as of June 18, 2021, by and among Saks OFF 5TH Holdings LLC, Saks.com LLC and Saks & Company LLC, (iii) the Saks Off Fifth Trademark License Novation Agreement, dated as of June 18, 2021, by and among Saks & Company LLC, Saks OFF 5TH LLC, Saks.com LLC and Saks OFF 5TH Holdings LLC, and (iv) the Saks Off 5th Canadian Trademark Sublicense Agreement, dated as of August 12, 2021, by and between Saks & Company LLC and the Lead Borrower.

“Opco Implementation Agreement” means the Opco Implementation Agreement entered into by Signa Holding GmbH and its Subsidiaries that are party thereto and Hudson’s Bay Company (as predecessor of the Lead Borrower) and its Subsidiaries that are party thereto.

“Opco SPA” means the sale and purchase agreement dated 8/9/10 June 2019 (as amended and / or amended and restated from time to time) between, among others, Signa Holding and certain of its Affiliates as purchaser (collectively the “Opco Purchasers”), and Hudson’s Bay Company (as predecessor of the Lead Borrower) and certain of its Affiliates as sellers (collectively the “Opco Sellers”) pursuant to which the Opco Sellers sold their respective shareholding in the Signa Opco Joint Venture and certain receivables that Hudson’s Bay Company (as predecessor of the Lead Borrower) and HBC Europe Holdco LLC and their Affiliates had against the Signa Opco Joint Venture existing on or prior to the Opco Closing Date (as defined in the Opco SPA) to the Opco Purchasers.

“Optional Currency” means Dollars, Euros and Pounds Sterling and each other currency (other than Dollars) that is approved in accordance with Section 1.07.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation or amalgamation, as applicable, and the bylaws (or equivalent or comparable constitutive documents with respect to any non-Canadian jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

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

“Other Liabilities” means any obligation on account of (a) any Cash Management Services furnished to any of the Restricted Subsidiaries of the Parent or HBC India and/or (b) any Bank Product furnished to any of the Restricted Subsidiaries of the Parent.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

“Outstanding Amount” means (i) with respect to Revolving Loans, Swing Line Loans and FILO Term Loan on any date, the Dollar Equivalent of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date; and (ii) with respect to any L/C Obligations on any date, the Dollar Equivalent of the amount of such L/C

Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by a Borrower of Unreimbursed Amounts.

“Overadvance” means a Credit Extension to the extent that, immediately after its having been made, Availability is less than zero.

“Parent” means HBC IV LP., limited partnership organized under the laws of the Province of Ontario.

“Participant” has the meaning specified in Section 10.06(d).

“Participating Member State” means any member state of the European Communities that adopts or has adopted the Euro as its lawful currency in accordance with the EMU Legislation.

“Participation Register” has the meaning provided therefor in Section 10.06(d).

“Payment Conditions” means, at the time of determination with respect to any specified transaction or payment, that (a) no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making of such payment, (b) after giving effect to such transaction or payment, (i) the Pro Forma Availability Condition has been satisfied and (ii) the Consolidated Fixed Charge Coverage Ratio, as calculated on a pro-forma basis for the most-recent period of four Fiscal Quarters ending prior to such transaction or payment for which financial statements have been, or were required to be, delivered to the Agent, is equal to or greater than 1.00:1.00; provided that the provisions of this clause (b)(ii) shall not be applicable if, after giving effect to such transaction or payment, Pro Forma Excess Availability is, and is projected to be, greater than twenty percent (20%) of the Loan Cap. Prior to undertaking any transaction or payment which is subject to the Payment Conditions, the Lead Borrower shall deliver to the Agent evidence of satisfaction of the conditions contained in clause (b) above on a basis (including, without limitation, giving due consideration to results for prior periods) reasonably satisfactory to the Agent.

“Payment in Full” or “Paid in Full” means (x) the repayment in Dollars in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit and Bank Products (other than Swap Contracts), providing Cash Collateralization) of all of the Obligations (including the payment of Unreimbursed Amounts and of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Swap Contracts) other than (i) unasserted contingent indemnification Obligations, (ii) any Obligations relating to Bank Products (including Swap Contracts) 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 Obligations relating to Cash Management Services that, at such time, are allowed by the applicable provider of such Cash Management Services to remain outstanding without being required to be repaid, and (y) the termination of (1) the Aggregate Commitments, (2) the L/C Issuer’s obligation to issue Letters of Credit hereunder and (3) the Loan Documents (other than terms thereof which expressly survive termination).

“PCAOB” means the Public Company Accounting Oversight Board.

“PCTFA” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

“Pension Plan Unfunded Liability” shall mean an unfunded liability in respect of any Canadian Pension Plan, including a going concern unfunded liability, a solvency deficiency or wind-up deficiency, in each case, as reported in the most recent valuation delivered in respect of such Canadian Pension Plan.

“Permitted Acquisition” means an Acquisition in which all of the following conditions are satisfied:

(a) Such Acquisition shall have been approved by the Board of Directors of the Person (or similar governing body if such Person is not a corporation) which is the subject of such Acquisition and such Person shall not have announced that it will oppose such Acquisition or shall not have commenced any action which alleges that such Acquisition shall violate applicable Laws;

(b) Within ten (10) days after the Acquisition shall have been publicly announced, the Lead Borrower shall have furnished the Agent with a current draft of the Acquisition documents (and final copies thereof as and when executed) and financial statements of the Person which is the subject of such Acquisition (but only to the extent received by the Lead Borrower from such Person or are publicly available);

(c) After giving effect to the Acquisition, if the Acquisition is an Acquisition of Equity Interests, a Loan Party shall acquire and own, directly or indirectly, a majority of the Equity Interests in the Person being acquired and shall Control a majority of any voting interests or shall otherwise Control the governance of the Person being acquired;

(d) Any assets acquired shall be utilized in, and if the Acquisition involves a merger, consolidation or acquisition of Equity Interests, the Person which is the subject of such Acquisition shall be engaged in, a business otherwise permitted to be engaged in by a Borrower under this Agreement;

(e) If the Person which is the subject of such Acquisition will be maintained as a Restricted Subsidiary of a Loan Party, or if the assets acquired in an Acquisition will be transferred to a Restricted Subsidiary which is not then a Loan Party, such Restricted Subsidiary (other than an Excluded Subsidiary) shall have been joined as a Loan Party hereunder within the time required under Section 6.11 hereof and the Agent shall receive a first priority security interest in the property of such Subsidiary of the same nature as constitutes Collateral under the Security Documents to the extent required by Section 6.11; provided, however, that, to the extent any such Acquisition is consummated prior to a Free Cash Flow Qualifying Event, in the case of an Acquisition of Equity Interests, the Person which is the subject of such Acquisition shall be joined as a Loan Party hereunder within the time required under Section 6.11, and in the case of an Acquisition of assets, the assets acquired in such Acquisition shall be acquired by a Loan Party or by a Person that will become a Loan Party hereunder within the time required under Section 6.11;

(f) the Payment Conditions shall have been satisfied; and

(g) Prior to the consummation of such Acquisition, a Responsible Officer of the Lead Borrower shall provide a certificate, in form and substance reasonably satisfactory to the Agent, affirming compliance with each of the items set forth in clauses (a) through (d) and (f) hereof.

“Permitted Disposition” means any of the following:

- (a) Dispositions of Inventory in the ordinary course of business;
- (b) as long as no Default or Event of Default then exists or would arise therefrom, bulk sales or other Dispositions of the Inventory of a Loan Party not in the ordinary course of business at arm’s length in connection with Permitted Store Closings;
- (c) non-exclusive licenses of Intellectual Property of a Loan Party or any of its Restricted Subsidiaries in the ordinary course of business, provided that any such licenses shall not impair the rights of the Agent to utilize such Intellectual Property in connection with a Liquidation;
- (d) licenses for the conduct of licensed departments within the Loan Parties’ Stores in the ordinary course of business;
- (e) Dispositions of Equipment and other property that is worn, damaged, obsolete or, in the judgment of a Loan Party, no longer useful or necessary in its business or that of any Restricted Subsidiary (i) in the ordinary course of business; (ii) in connection with any Permitted Store Closing; or (iii) not in the ordinary course of business so long as (A) such Disposition shall be pursuant to an arm’s length transaction for fair market value as determined in good faith by the Loan Parties and (B) in no event shall Dispositions permitted pursuant to this clause (e)(iii) exceed C\$500,000 in the aggregate in any Fiscal Year or C\$2,500,000 in the aggregate during the term of this Agreement;
- (f) sales, transfers and other Dispositions among the Loan Parties or by any Restricted Subsidiary which is not a Loan Party to a Loan Party;
- (g) sales, transfers and other Dispositions by any Restricted Subsidiary which is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party;
- (h) any (A) Dispositions of (I) Real Estate (including RE Sale-Leaseback transactions), (II) Equity Interests in a Real Estate Subsidiary or (III) Equity Interests in a Real Estate Venture, (B) assignment, surrender, transfer or other Disposition of leases constituting Real Estate, (C) any Disposition of other Extension Collateral or Term Loan Priority Collateral or (D) any combination of Dispositions referred to in clauses (A) through (C) whether in one transaction or a series of transactions, provided that (i) unless such Disposition is of Term Loan Priority Collateral, the net proceeds of which are required to repay the Term Loan Debt, at the time of such Disposition, no Default or Event of Default shall exist or would result from such Disposition, (ii) any of the Restricted Subsidiaries or any Pledgor Unrestricted Subsidiary shall receive aggregate consideration in respect of such Disposition in an amount not less than the fair market value of the assets so Disposed, (iii) any of the Restricted Subsidiaries or any Pledgor Unrestricted Subsidiary shall receive aggregate consideration of at least 75% cash or cash equivalents, (iv) within one (1) Business Day of such Disposition, the Net Proceeds shall be distributed to a Borrower (x) in one or a series of contemporaneous related transactions solely through Loan Parties whose assets are subject to a first priority (subject to the Term Loan Intercreditor Agreement) Lien in favor of the Agent and not subject to any other Lien (other than Liens to secure Indebtedness under the Term Loan Credit Agreement, so long as such Liens are subject to the Term Loan Intercreditor Agreement), and (y) otherwise in the form of an intercompany loan subordinated to the Obligations, evidenced by an intercompany note, on terms

acceptable to the Agent in its Reasonable Credit Judgment and pledged in favor of the Agent, (v) the Net Proceeds shall be used to prepay Revolving Loans without any termination or reduction of the Aggregate Revolving Commitments, to the extent there are Revolving Loans outstanding, and (vi) if requested by the Agent, the Agent shall have received a Collateral Access Agreement from the transferee of such assets if any Collateral remains at a location leased by a Loan Party after such transfer;

(i) Dispositions listed on Schedule 7.05;

(j) Dispositions of defaulted receivables in the ordinary course of business for collection; provided that, if such overdue accounts constitute Eligible Credit Card Receivables or Eligible Trade Receivables, the Borrowers shall receive not less than the amounts borrowed or available to be borrowed under the Borrowing Base therefor;

(k) unwinding of any Swap Contract;

(l) [reserved];

(m) [reserved];

(n) Dispositions of property (other than those of the type included in the Borrowing Base) by any Loan Party to Immaterial Subsidiaries, which when combined with Investments made pursuant to clause (s) of the definition of Permitted Investments in, and Indebtedness pursuant to clause (m) of the definition of Permitted Indebtedness to, such Immaterial Subsidiaries, shall not exceed C\$8,250,000 in the aggregate amount at any time outstanding;

(o) other Dispositions by any Restricted Subsidiary of assets (other than (x) Collateral or (y) any Equity Interests in a Real Estate Subsidiary or Real Estate Venture), provided that (i) at the time of such Disposition, no Default or Event of Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property disposed of in reliance on this clause (o) in any Fiscal Year shall not exceed an amount equal to ten percent (10%) of the aggregate book value of the assets of the Parent and its Restricted Subsidiaries on the last day of the immediately preceding Fiscal Year, (iii) with respect to any Disposition or series of related Dispositions pursuant to this clause (o) for aggregate consideration in excess of C\$3,500,000, the Parent or any of its Restricted Subsidiaries shall receive consideration of at least 75% cash or cash equivalents; provided, however, that for the purposes of this clause (iii), each of the following shall be deemed to be cash: any liabilities (as shown on the Parent's most recent consolidated balance sheet provided hereunder or in the footnotes thereto) of the Parent or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Parent and all of its Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, (iv) such Disposition shall be for at least the fair market value (as determined by the Parent or the applicable Restricted Subsidiary in good faith) of the assets or property subject to such Disposition, (v) within one (1) Business Day of such Disposition, the Net Proceeds shall be distributed to a Borrower (x) in one or a series of contemporaneous related transactions solely through Loan Parties whose assets are subject to a first priority (subject to the Term Loan Intercreditor Agreement) Lien in favor of the Agent and not subject to any other Lien (other than Liens to secure Indebtedness under the Term Loan Credit Agreement, so long as such Liens are subject to the Term Loan Intercreditor Agreement), and (y) otherwise in the form of an intercompany loan subordinated to the Obligations, evidenced

by an intercompany note, on terms acceptable to the Agent in its Reasonable Credit Judgment and pledged in favor of the Agent, (vi) the Net Proceeds shall be used to prepay Revolving Loans without any termination or reduction of the Aggregate Revolving Commitments, to the extent there are Revolving Loans outstanding, and (vii) if requested by the Agent, the Agent shall have received a Collateral Access Agreement from the transferee of such assets if any Collateral remains at a location leased by a Loan Party after such Disposition; and

(p) the abandonment of Intellectual Property in the ordinary course of business that is no longer used or useful in connection with the business of the Loan Parties or any Collateral; and

(q) the HBC Netherlands Liquidation;

provided that, except as set forth in clauses (c) and (p) above, in no event shall any Disposition include the Disposition of Intellectual Property.

“Permitted Encumbrances” means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) (i) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by applicable Laws, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 6.04, and (ii) inchoate and unperfected workers’, mechanics’, construction or similar Liens arising in the ordinary course of business attaching only to Equipment, fixtures and/or Real Estate interests or, if perfected, such Liens are being contested in good faith by appropriate proceedings diligently contested; provided, that adequate reserves with respect thereto are being maintained in accordance with GAAP or IFRS, as applicable, and such Liens could not reasonably be expected to have a Material Adverse Effect;

(c) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations, other than any Lien imposed by applicable Laws relating to Canadian Pension Plans;

(d) pledges and deposits to secure the performance of bids, tenders, trade contracts and leases and subleases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens in respect of judgments that would not constitute an Event of Default hereunder or securing appeal or other surety bonds related to such judgment;

(f) Easements, reciprocal easements agreements, construction operating reciprocal easement agreements, covenants, conditions, restrictions, building code laws, zoning restrictions, rights-of-way and similar encumbrances or other defects or irregularities in or reservations from title on real property arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the properties of the Loan Parties taken as a whole as of the date hereof or materially interfere with the ordinary conduct of business of a Loan Party on the property subject thereto taken as a whole as such business is

conducted on the date hereof and such other minor title defects or survey matters that are disclosed by surveys or title reports that, in each case, do not materially interfere with the current use of the real property on the property subject thereto taken as a whole;

(g) Liens described on Schedule 7.01 as of the Effective Date, and Liens to secure any Permitted Refinancings of the Indebtedness with respect thereto;

(h) Liens on fixed or capital assets (including software) or on Real Estate of any Loan Party which secure Indebtedness permitted under clause (c) of the definition of Permitted Indebtedness so long as (i) such Liens and the Indebtedness secured thereby are incurred prior to or within 270 days after such acquisition, construction, installation, repair, lease or improvement, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, plus any installation and construction costs, if any, that are capitalized, and (iii) such Liens shall attach only to the assets acquired or improved and the proceeds thereof or refinanced with such Indebtedness and shall not extend to any other property or assets of the Loan Parties;

(i) Liens in favor of the Agent granted pursuant to any of the Loan Documents;

(j) (i) Landlords' and lessors' statutory Liens in respect of rent not in default (after the expiration of all grace or cure periods with respect thereto and excluding any such defaults which are being contested in good faith by the Loan Parties), and (ii) Liens of landlords on fixtures, Equipment and personal property located on premises leased by any Loan Party, any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary in the ordinary course of business;

(k) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Effective Date and other Permitted Investments, provided that such Liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(l) Liens (i) arising solely by virtue of any statutory or common law provisions relating to banker's Liens, (ii) in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries and (iii) in favor of a banking institution arising as a matter of applicable Laws encumbering deposits, securities and movables, and which are within the general parameters customary in the banking industry;

(m) Liens arising from precautionary RDPRM and PPSA filings regarding "true" operating leases or operating leases with a term of more than one (1) year;

(n) voluntary Liens on property (other than property of the type included in the Borrowing Base) in existence at the time such property is acquired pursuant to a Permitted Acquisition or on such property of a Restricted Subsidiary of a Loan Party in existence at the time such Restricted Subsidiary is acquired pursuant to a Permitted Acquisition; provided, that such Liens are not incurred in connection with or in anticipation of such Permitted Acquisition and do not attach to any other assets of any Loan Party or any Restricted Subsidiary;

(o) Liens securing Indebtedness incurred pursuant to clause (k) of the definition of “Permitted Indebtedness”; provided that such Liens are subject to the Term Loan Intercreditor Agreement;

(p) Liens in favor of customs and revenues authorities imposed by applicable Laws arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii)(A) that are being contested in good faith by appropriate proceedings, (B) the applicable Loan Party or Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or IFRS, as applicable, and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(q) to the extent permitted under the Loan Documents, Liens arising under or in connection with Consignment Arrangements and limited to the inventory subject to such Consignment Arrangements and proceeds thereof;

(r) Inchoate or statutory Liens that are related to obligations not due or delinquent;

(s) deposits of cash or the issuance of a letter of credit made to secure a liability to insurance carriers under insurance or self-insurance arrangements;

(t) Liens on cash securing or supporting Letters of Credit or bank Indebtedness guarantees permitted by clause (dd) of the definition of “Permitted Indebtedness”;

(u) Liens securing Indebtedness permitted under clause (r) of the definition of “Permitted Indebtedness” up to an amount not to exceed C\$8,250,000 in the aggregate;

(v) Liens securing Indebtedness incurred pursuant to clause (l) of the definition of “Permitted Indebtedness”; provided that such Liens are subject to the Junior/Senior Intercreditor Agreement;

(w) Real Estate Junior Liens;

(x) leases and subleases granted to others in the ordinary course of business which do not (a) interfere in any material respect with the business of a Loan Party or (b) secure any Indebtedness;

(y) Liens securing Indebtedness permitted under clause (j) of the definition of Permitted Indebtedness, so long as the secured parties in respect of such Indebtedness shall have entered into an intercreditor agreement with the Agent reasonably satisfactory to the Agent; and

(z) additional Liens (other than (x) any Lien imposed by applicable Laws relating to Canadian Pension Plans and (y) any Lien on the Collateral) so long as the aggregate principal amount of the obligations secured by such Liens does not exceed C\$16,500,000 at any time outstanding.

“Permitted Holders” means (a) any member of the Investor Group and any or all of the Persons described on Schedule 1.06, (b) the respective Affiliates of the Persons described in clause (a)(other than, in each case, the Parent and its Subsidiaries or any portfolio company) and (c) any group members of a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the *Exchange Act* as in effect on the

date hereof) of which the Persons described in clauses (a) and (b) are members; provided that the Persons described in clauses (a) and (b) beneficially own a majority of the Equity Interests beneficially owned by such group.

“Permitted Indebtedness” means each of the following:

(a) Indebtedness described on Schedule 7.03 as of the Effective Date, and any Permitted Refinancing thereof;

(b) Indebtedness of any Loan Party to any other Loan Party;

(c) Indebtedness to finance the construction, installation or acquisition of any Real Estate owned or leased by any Loan Party, purchase money Indebtedness of any Loan Party to finance the construction, installation or acquisition of any Real Estate owned by any Loan Party, personal property consisting solely of fixed or capital assets, (including software) and Capital Lease Obligations relating to such Real Estate, personal property, and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the construction, installation or acquisition thereof, and Permitted Refinancings thereof, provided that, (i) if requested by the Agent (which request the Agent shall not make unless such personal property is material for the maximization of the proceeds of the Collateral in a Liquidation), the Loan Parties shall use commercially reasonable efforts to cause the holders of such Indebtedness to enter into an agreement with the Agent permitting the Agent to use such personal property for a specified period of time in connection with a Liquidation, which agreement shall be on other terms reasonably satisfactory to the Agent, and (ii) so long as any such Indebtedness incurred pursuant to this clause (c) after the Effective Date shall not exceed C\$8,250,000 at any time outstanding (exclusive of any Permitted Refinancing of any such Indebtedness outstanding prior to the Effective Date);

(d) [reserved];

(e) contingent liabilities under guarantees, surety bonds or similar instruments incurred in the ordinary course of business;

(f) obligations (contingent or otherwise) of any Loan Party or any Restricted Subsidiary thereof existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates, liabilities, commitments, investments, assets or property held or reasonably anticipated by such Person, and not for purposes of speculation or taking a “market view” and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(g) Indebtedness with respect to the deferred purchase price for any Permitted Acquisition, provided that such Indebtedness does not require the payment in cash of principal (other than in respect of working capital adjustments) prior to the Maturity Date, has a final maturity which extends beyond the Maturity Date, and is subordinated to the Obligations on terms reasonably acceptable to the Agent;

(h) Indebtedness of any Person that becomes a Restricted Subsidiary of the Parent in a Permitted Acquisition, which Indebtedness is existing at the time such Person becomes a

Restricted Subsidiary of the Parent (other than Indebtedness incurred solely in contemplation of such Person's becoming a Restricted Subsidiary of the Parent); provided that, after giving pro forma effect to such Permitted Acquisition and the assumption of such Indebtedness, the aggregate amount of such Indebtedness does not exceed C\$16,500,000 at any time outstanding;

(i) the Obligations;

(j) Indebtedness with respect to other financings by any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary of Extension Collateral or assets not included in the Borrowing Base; provided that (i) at the time of such financing, no Default or Event of Default shall exist or would result from such financing, (ii) the financing shall be on market based terms with respect to the assets so financed, and (iii) subject to the Term Loan Intercreditor Agreement, the Net Proceeds of such financing shall be used to prepay Revolving Loans without any termination or reduction of the Aggregate Revolving Commitments to the extent there are Revolving Loans outstanding;

(k) Indebtedness consisting of Term Loan Debt;

(l) Indebtedness under the Existing Canadian Term Loan Credit Agreement;

(m) Subordinated Indebtedness owing from Immaterial Subsidiaries to any Loan Party, which when combined with Investments made in Immaterial Subsidiaries pursuant to clause (s) of the definition of Permitted Investments and Dispositions made to Immaterial Subsidiaries pursuant to clause (n) of the definition of Permitted Dispositions, does not exceed C\$8,250,000 in the aggregate amount at any time outstanding;

(n) Indebtedness consisting of (i) the financing of insurance premiums, or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Subordinated Indebtedness (other than Subordinated Indebtedness described in clause (m) of this definition);

(p) subject to Section 7.17 hereof, and without duplication of clause (t) of the definition of Permitted Investments, so long as no Default or Event of Default exists or would arise therefrom, intercompany Indebtedness of Immaterial Subsidiaries owing to a Loan Party or other Immaterial Subsidiary consisting of daylight loans for the purposes of on-lending or further investing or in connection with intercompany settlements, such that the proceeds of such loans are repaid to a Loan Party substantially contemporaneously with the incurrence of such Indebtedness;

(q) Indebtedness of a Loan Party in favor of employees of a Loan Party on an arm's length basis in the ordinary course of business in connection with amounts due from such Loan Party representing deferred cash compensation or similar arrangements, up to a maximum of C\$5,000,000 for all such transactions in the aggregate;

(r) Indebtedness created under long term vendor financing arrangements for the purpose of purchasing inventory in a principal amount not exceeding C\$8,250,000;

(s) (x) other unsecured Indebtedness of any Loan Party or any Restricted Subsidiary; provided that (i) no Event of Default shall exist immediately before or immediately after giving effect thereto on a pro forma basis, (ii) the final maturity date of any such Indebtedness shall be no earlier than 91 days following the Maturity Date and (iii) the terms of such Indebtedness shall not provide for any scheduled repayment, mandatory redemption, sinking fund obligations or other payment (other than periodic interest payments) prior to the date that is 91 days following the Maturity Date, other than customary offers to purchase upon a change of control, asset sale or casualty or condemnation event and customary acceleration rights upon an event of default; and (y) any Permitted Refinancing thereof;

(t) obligations under any agreement governing the provision of treasury or cash management services, including deposit accounts, overnight draft, credit cards, debit cards, p-cards (including purchasing cards and commercial cards), funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, cash pooling arrangements within the country of each Borrower, intra-day credit limits, lockbox, account reconciliation and reporting and trade finance services and other cash management services;

(u) Indebtedness incurred under leases of real property in respect of tenant improvements;

(v) Indebtedness incurred by a Loan Party or any of its Restricted Subsidiaries in a Permitted Acquisition, any other Investment expressly permitted hereunder or any Disposition, in each case, constituting indemnification obligations or obligations in respect of purchase price (including earn outs) or other similar adjustments;

(w) Indebtedness incurred by a Loan Party or any of its Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business, in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims; provided that any reimbursement obligations in respect thereof are reimbursed within 30 days following the incurrence thereof;

(x) Indebtedness consisting of Real Estate Debt;

(y) Guarantees by any Loan Party of Indebtedness of any other Loan Party permitted hereunder;

(z) Guarantees by any Loan Party of Indebtedness of any of the Restricted Subsidiaries that are not Loan Parties to the extent that the Investment corresponding thereto constitutes a Permitted Investment (other than pursuant to clause (j) thereof);

(aa) Guarantees of any Loan Party in respect of any financing by a Real Estate Subsidiary in respect of customary "bad boy" obligations and similar recourse provisions which Guarantees, in the good faith judgment of the Parent and such Loan Party, are not reasonably expected to result in the lenders under such financing actually having recourse to the Parent or any Loan Party with respect to the monetary obligations owing under such financing incurred by such Real Estate Subsidiary;

(bb) unsecured Indebtedness of each Borrower consisting of the Simon JVCo Lease Guaranties;

(cc) Indebtedness incurred by any Loan Party or any Restricted Subsidiary in respect of letters of credit, bank guarantees, bankers' acceptances, performance, bid, appeal and surety bonds and performance and completion guarantees or similar instruments or obligations issued or created in the ordinary course of business in an aggregate principal amount not to exceed C\$24,750,000 at any time outstanding;

(dd) unsecured Indebtedness not otherwise specifically described herein in the aggregate principal amount not to exceed C\$49,500,000 at any time outstanding; and

(ee) Guarantees of rent payments by the Lead Borrower or any Restricted Subsidiary in respect of HBC Netherlands B.V., as contemplated by clause 10 of the Opco Implementation Agreement, as amended, restated, modified, supplemented or refinanced from time to time including as modified by the Signa Disposition Transaction and the HBC Netherlands Transaction, the whole in a manner that does not increase the Lead Borrower's or such Restricted Subsidiary's monetary obligations thereunder in the aggregate.

"Permitted Insolvency Increase Amount" means, with respect to any DIP Financing, an amount equal to five percent (5%) of the Borrowing Base.

"Permitted Investments" means each of the following:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States is pledged in support thereof;

(b) commercial paper issued by any Person organized under the laws of any state of the United States, and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (b) of this definition and (iii) has combined capital and surplus of at least C\$300,000,000, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(d) Foreign Cash Equivalents;

(e) Fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time

that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(f) Investments, classified in accordance with GAAP or IFRS, as applicable, as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment Company Act of 1940, as amended, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and which invest solely in one or more of the types of securities described in clauses (a) through (c) and (e) above;

(g) Investments existing on the Effective Date set forth on Schedule 7.02 and any modification, renewal or extension thereof, but not any increase in the amount thereof except by the terms of such Investment as of the Effective Date;

(h) (i) Investments by any Loan Party and its Restricted Subsidiaries in their respective Subsidiaries outstanding on the Effective Date, (ii) additional Investments by the Loan Parties in other Loan Parties, (iii) additional Investments by Restricted Subsidiaries of the Loan Parties that are not Loan Parties in other Restricted Subsidiaries that are not Loan Parties, and (iv) so long as no Default or Event of Default has occurred and is continuing or would result from such Investment, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties so long as the aggregate amount invested after the Effective Date does not to exceed C\$2,000,000 (and such Investment does not consist of assets of the type included in the Borrowing Base);

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled Account Debtors to the extent reasonably necessary in order to prevent or limit loss;

(j) Guarantees constituting Permitted Indebtedness (other than pursuant to clause (z) thereof);

(k) so long as no Default or Event of Default has occurred and is continuing or would result from such Investment, Investments by any Loan Party in Swap Contracts permitted hereunder;

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(m) (i) to the extent not prohibited by applicable Laws, advances to officers, directors and employees of the Parent and its Restricted Subsidiaries in the ordinary course of business in an aggregate amount not to exceed C\$1,650,000 in the aggregate at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes, and (ii) in addition to the loans set forth on Schedule 7.02 that are for payment of taxes associated with the purchase of Equity Interests, loans and advances to officers, directors and employees of the Parent or any of its Restricted Subsidiaries to finance (x) the usual and customary purchase of Equity Interests of the Parent or any of its Restricted Subsidiaries or (y) payment of taxes associated with such purchase of Equity Interests not to exceed C\$9,900,000 in the aggregate;

(n) Investments constituting Permitted Acquisitions and Investments made by a Person that becomes a Restricted Subsidiary after the Effective Date, provided that such Investment exists at the time such Person became a Restricted Subsidiary and was not made in contemplation of such Person becoming a Restricted Subsidiary;

(o) Investments to the extent that payment for such Investments is made solely with the Equity Interests (other than Disqualified Stock) of the Parent;

(p) Investments in a Real Estate Subsidiary or Real Estate Venture consisting of contributions or other transfers of Real Estate owned or leased by the Parent and its Restricted Subsidiaries or resulting from any Disposition of the Equity Interests of a Real Estate Subsidiary or Real Estate Venture permitted hereunder or owned or leased by a Restricted Subsidiary which Restricted Subsidiary is acquired in a Permitted Acquisition;

(q) [reserved];

(r) each of the Parent's Restricted Subsidiaries that operates as an insurance company may hold Investments consisting of securities accounts that are required to be maintained by it pursuant to applicable Laws for the purpose of satisfying specified capital requirements thereunder;

(s) subject to Section 7.17 hereof, so long as no Default or Event of Default exists or would arise therefrom, the Loan Parties may make other Investments in Immaterial Subsidiaries, the aggregate amount of which, when combined with Indebtedness of Immaterial Subsidiaries incurred pursuant to clause (m) of the definition of "Permitted Indebtedness" and Dispositions to Immaterial Subsidiaries pursuant to clause (n) of the definition of "Permitted Disposition" does not exceed C\$2,500,000 (determined at the time of such Investment) (and such Investment does not consist of assets of the type included in the Borrowing Base);

(t) (x) subject to Section 7.17 hereof, so long as no Default or Event of Default exists or would arise therefrom, Immaterial Subsidiaries and Loan Parties may make or hold other Investments in the nature of daylight loans in other Immaterial Subsidiaries, Loan Parties or Real Estate Subsidiaries for the purposes of on-lending or further investing or in connection with intercompany settlements, such that the proceeds of such Investments are reinvested in or distributed or repaid to a Loan Party substantially contemporaneously with the initial Investment and (y) subject to Section 7.17 hereof, Immaterial Subsidiaries may make or hold other Investments in other Immaterial Subsidiaries in an aggregate amount not to exceed C\$4,950,000 (determined at the time of such Investments);

(u) [reserved];

(v) [reserved];

(w) Investments of the Parent (as defined in the Existing Credit Agreement) or any Restricted Subsidiary (it being understood that any Investment by such Parent or any other Loan Party made through one or more Restricted Subsidiaries shall, for purposes of this clause (w), constitute a single Investment), in the Signa Joint Ventures made in connection with the Signa Joint Venture Transactions or in HBC Netherlands, in each case as referenced or reflected in the

applicable Implementation Agreement, the Signa Disposition Agreement and the HBC Netherlands SPA, as applicable;

(x) to the extent constituting Investments, loans contemplated by Section 7.06(g), which loans may be made directly from any Loan Party to its direct or indirect shareholders subject to the limitations contained therein; and

(y) other Investments not otherwise specifically described herein in an amount not exceeding C\$10,000,000 at any time outstanding under this clause (y) as long as the Payment Conditions are satisfied at the time of such Investment.

provided that, in no event shall any Investment include the Investment of Intellectual Property in any Person that is not a Loan Party; and provided further, that (i) after the occurrence and during the continuance of a Cash Dominion Event, no such Investments specified in clauses (a) through (f) shall be permitted unless either (A) no Loans or, if then required to be Cash Collateralized, Letters of Credit are then outstanding, or (B) the Investment is a temporary Investment pending expiration of an Interest Period for a Term SOFR Loan or expiration of a Term CORRA Period for a Term CORRA Loan, as applicable, the proceeds of which Investment will be applied to the Obligations after the expiration of such Interest Period or Term CORRA Period, as applicable, and (ii) such Investments shall be pledged to the Agent as additional collateral for the Obligations pursuant to such agreements as may be reasonably required by the Agent.

For purposes of determining compliance with this definition, after giving effect to any Permitted Investment in Equity Interests of a Restricted Subsidiary, no Overadvance shall exist or result therefrom.

“Permitted Overadvance” means an Overadvance made by the Agent, in its Reasonable Credit Judgment, which:

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

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

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

(d) Together with all other Permitted Overadvances then outstanding, shall not (i) exceed five percent (5%) of the Borrowing Base at any time or (ii) unless a Liquidation is occurring, remain outstanding for more than forty-five (45) consecutive Business Days, unless in each case, the Required Revolving Lenders and the Required FILO Term Loan Lenders otherwise agree;

provided however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders’ obligations with respect to Letters of Credit or Section 2.04 regarding the Revolving Lenders’ obligations with respect to Swing Line Loans, or (ii) result in any claim or liability against the Agent (regardless of the amount of any Overadvance) for Inadvertent Overadvances, and such Inadvertent Overadvances shall not reduce the amount of Permitted Overadvances allowed hereunder, and further provided that (x) in no event shall the Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Revolving Commitments (as in effect prior to any termination of the Aggregate Revolving

Commitments pursuant to Sections 2.06 or 8.02 hereof) and (y) the Agent's authorization to make Permitted Overadvances may be revoked at any time by the Required Revolving Lenders, provided that any such revocation must be in writing and shall become effective prospectively following the Agent's receipt thereof.

"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (i) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to any unpaid accrued interest, premium or other reasonable amount paid, mortgage recording taxes, title insurance premiums and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension; (ii) except in the case of Indebtedness permitted by clause (c) of Permitted Indebtedness, such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or longer than the weighted average life to maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended; (iii) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Credit Parties as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended; (iv) at the time thereof, no Default or Event of Default shall have occurred and be continuing; (v) if such Indebtedness being modified, refinanced, refunded, renewed or extended is secured, (A) except in the case of Indebtedness permitted by clause (c) of Permitted Indebtedness, the terms and conditions relating to collateral of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Credit Parties than the terms and conditions with respect to the collateral for the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole and the Liens on any Collateral securing any such modified, refinanced, refunded, renewed or extended Indebtedness shall have the same (or lesser) priority as the Indebtedness being modified, refinanced, refunded, renewed or extended relative to the Liens on the Collateral securing the Obligations, (B) in the case of Indebtedness secured by Liens on any Collateral or, except as provided in clause (c) of the definition of Permitted Indebtedness, the secured parties in respect of such Indebtedness shall have entered into with the Agent an intercreditor agreement reasonably satisfactory to the Agent and (C) if the Term Loan Debt is being modified, refinanced, refunded, renewed or extended by a Person other than Pathlight Capital LP and its Affiliates, such Indebtedness shall not have any first priority security interest on any Collateral; (vi) the terms and conditions (excluding any pricing, fees, rate floors, discounts, premiums and optional prepayment or redemption terms) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, shall not be materially less favorable to the Loan Parties than the Indebtedness being modified, refinanced, refunded, renewed or extended, except for covenants or other provisions applicable only to periods after the Maturity Date; and (vii) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor on the Indebtedness being modified, refinanced, refunded, renewed or extended and one or more Loan Parties (to the extent that the obligations of such Loan Party would otherwise constitute Permitted Indebtedness).

"Permitted Store Closings" means Store closures and related Inventory dispositions (a) which do not exceed in any Fiscal Year of the Parent, ten percent (10%) of the number of the Borrowing Base Parties' Stores as of the beginning of such Fiscal Year (net of new Store openings), and (b) in the case of Inventory dispositions, the related Inventory is either moved to a distribution center or another retail location of the Borrowing Base Parties for future sale in the ordinary course of business or is disposed of at such Stores (and if five or more such Store closures are ongoing at any time, in accordance with

liquidation agreements and with professional liquidators reasonably acceptable to the Agent (it being understood and agreed that the Store Closing Engagement Letter will be considered a liquidation agreement approved in accordance with this provision).

“Person” means any natural person, corporation, limited liability company, unlimited liability company, unincorporated organization, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means, collectively, each pledge agreement pursuant to which a Pledgor Unrestricted Subsidiary has pledged a security interest in the Extension Collateral in favor of the Agent.

“Pledgor Unrestricted Subsidiary” means each Unrestricted Subsidiary of the Parent set forth on Schedule 5.14 that has pledged a security interest in the Extension Collateral in favor of the Agent.

“Pounds Sterling” means the lawful currency of the United Kingdom.

“PPSA” means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, however, that if attachment, perfection or priority of the Agent’s security interests in any Collateral are governed by the personal property security laws of any Canadian jurisdiction other than Ontario, PPSA means those personal property security laws in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions, including, without limitation, the *Civil Code of Quebec*.

“Prepayment Conditions” means, with respect to a repayment or prepayment of certain Indebtedness, the requirements that each of the following conditions be satisfied: (a) no Default or Event of Default exists or would arise as a result of the subject repayment or prepayment, (b) Pro Forma Excess Availability shall be greater than fifty percent (50%) of the Loan Cap, (c) Free Cash Flow, calculated for the most-recent period of four Fiscal Quarters ended prior to such repayment or prepayment for which financial statements have been, or were required to be, delivered to the Agent, shall be greater than \$0 and (d) the Lead Borrower shall have delivered to the Agent a Compliance Certificate certifying that the foregoing conditions are satisfied with respect to the subject repayment or prepayment and setting forth a reasonably detailed calculation of Pro Forma Excess Availability and Free Cash Flow as required by clauses (b) and (c), respectively.

“Prepayment Event” means:

(a) Any Disposition of any assets pursuant to clauses (b), (h), (n) and (o) in the definition of “Permitted Disposition”, the incurrence of Indebtedness secured by Extension Collateral; and

(b) Any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation, expropriation or similar proceeding of (and payments in lieu thereof), any Collateral, unless prior to the occurrence of a Cash Dominion Event, the proceeds therefrom are deposited into a segregated account and utilized for purposes of replacing or repairing the assets in respect of which such proceeds, awards or payments were received within 180 days of the occurrence of the damage to or loss of the assets being repaired or replaced.

“Prime Rate Loan” means a Canadian Index Rate Loan or a U.S. Index Rate Loan, as the context may require.

“Pro Forma Availability Condition” means, as of any date of calculation, (a) except as provided in clause (b) hereof, Pro Forma Excess Availability will be equal to or greater than twelve and one-half percent (12.5%) of the Loan Cap, and (b) with respect to the satisfaction of the RP Conditions, Pro Forma Excess Availability will be equal to or greater than fifteen percent (15%) of the Loan Cap.

“Pro Forma Excess Availability” means, as of any date of calculation, after giving pro forma effect to the transaction then to be consummated or payment to be made, projected Availability as of the date of such transaction or payment and as of the end of each Fiscal Month during the subsequent projected six (6) Fiscal Months.

“Propco Implementation Agreement” means the Propco Implementation Agreement entered into by Signa Holding GmbH and its Subsidiaries that are party thereto and Parent its (as defined in the Existing Credit Agreement) and its Subsidiaries or Affiliates that are party thereto, dated as of August 7/8/9/10, 2018, as amended, modified or supplemented prior to the date hereof.

“Propco SPA” means the share purchase agreement dated May 7/8, 2019, as amended June 9/10, 2019 (as amended and / or amended and restated from time to time) between, among others, Signa Holding and certain of its Affiliates as purchaser (collectively the “Propco Purchasers”), and Hudson’s Bay Company (as predecessor of the Lead Borrower) and certain of its Affiliates as sellers (collectively the “Propco Sellers”) pursuant to which the Propco Sellers sold, *inter alia*, their respective shareholding, as applicable, in the Signa Propco Joint Ventures and certain intercompany receivables to the Propco Purchasers.

“Public Lender” has the meaning specified in Section 6.02.

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

“QFC Credit Support” has the meaning specified in Section 10.31.

“Qualified Cash” means unrestricted cash in an amount not to exceed C\$5,000,000 in the case of Section 7.15 and C\$15,000,000 in the case of Cash Dominion, in each case, of the Loan Parties at such time that is (x) either (i) held in a DDA, securities account or other account, in each case in the name of the Agent or (ii) subject to a segregated Account Control Agreement with the Agent on a segregated account that is under the sole dominion of the Agent for the purpose of depositing Qualified Cash and (y) not subject to any other Lien other than Liens permitted by Section 7.01 and such Liens do not have priority over the Lien of the Agent and are junior to the Lien of the Agent (other than inchoate or other Liens (including tax Liens) arising by operation of law). To the extent any cash has been withdrawn from the applicable DDA, securities account or other account, in each case, the proceeds of which contain Qualified Cash (which, for the avoidance of doubt, shall not include any Excluded Account) then the Lead Borrower shall notify the Agent of such withdrawal within one (1) Business Day.

“Qualified ECP Guarantor” means, at any time, each Loan Party with total assets exceeding C\$10,000,000 or that qualifies at such time as an “eligible contract participant” under the Commodity Exchange Act and can cause another Person to qualify as an “eligible contract participant” at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Qualifying Judgment” has the meaning specified in Section 8.01(i).

“Quebec Security” means any Deed of Hypothec executed by each Loan Party (including, without limitation, to the extent required by Section 6.11) which has its domicile (within the meaning of the *Civil Code of Quebec*) or chief executive office or personal property in excess of the Security Threshold Amount located in the Province of Quebec.

“RBC” means RBC Capital Markets³.

“RDPRM” means the Register of Personal and Moveable Real Rights of Quebec (Registre des Droits Personnels et Réels Mobiliers).

“RE Sale-Leaseback” means any sale of Real Estate owned by the Loan Parties to one or more Real Estate Subsidiaries and the leasing by the Loan Parties of such Real Estate from such Real Estate Subsidiaries.

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

“Real Estate Debt” means Indebtedness or mortgage loans under credit agreements or other similar agreements or instruments that is secured by Real Estate Junior Liens, and the aggregate principal amount of which does not exceed C\$8,250,000; provided that the payment of all obligations thereunder shall be subordinated to the Payment in Full of the Obligations in a manner satisfactory to the Agent.

“Real Estate Junior Liens” means Liens on the Collateral that constitutes Mortgaged Property securing Real Estate Debt on a junior and subordinate basis to the Liens securing the Obligations; provided that such Liens are junior and subordinated to the Liens of the Agent at all times subject to an intercreditor agreement that is satisfactory to the Agent in its discretion.

“Real Estate Subsidiary” means any Subsidiary of the Parent (including each of RioCan JVCo and its respective Subsidiaries) substantially all of the assets of which (other than cash and cash equivalents) consist of rights, title and interest in and to parcels of or interests in Real Estate (or ownership of the Equity Interests of a Subsidiary owning solely such interests in Real Estate or a Subsidiary that solely owns such a Subsidiary); provided, that in no event shall any Loan Party be a Real Estate Subsidiary.

“Real Estate Venture” means any investment of the Parent in the equity of another Person substantially all of the assets of which Person (other than cash and cash equivalents) consist of rights, title and interest in and to parcels of or interests in Real Estate (or ownership of the Equity Interests of a Person owning solely such interests in Real Estate or a Subsidiary that solely owns such a Person) and that has been designated to the Agent as a “Real Estate Venture” in a certificate of a Responsible Officer of the Lead Borrower.

“Real Property Lease” means any agreement no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any real property for any period of time.

³ RBC Capital Markets is a marketing name for the investment banking activities of Royal Bank of Canada.

“Reasonable Credit Judgment” means a determination made in good faith and in the exercise of reasonable business judgment in the context of, and by methods in a manner customary for, a similar asset-based credit facility.

“Recipient” means the Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder.

“Register” has the meaning specified in [Section 10.06\(c\)](#).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of the Parent and its Subsidiaries as prescribed by the Securities Laws and includes an independent Canadian chartered accounting firm of national standing.

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

“Related Real Estate Documents” means with respect to any Real Estate subject to a Mortgage, the following, in form and substance reasonably satisfactory to the Agent and received by the Agent and the Lenders for review at least fifteen (15) days prior to the effective date of the Mortgage (or such shorter length of time acceptable to the Agent and the Lenders in their reasonable discretion: (a) such assignments of leases, rents, estoppel letters, attornment agreements, consents, waivers and releases as the Agent may reasonably require with respect to other Persons having an interest in the Real Estate; (b) if the Real Estate is within a flood plain, flood insurance in an amount, with endorsements and by an insurer reasonably acceptable to the Agent; (c) [reserved]; (d) a Phase I (and to the extent appropriate, Phase II) environmental assessment report, prepared by an environmental engineer or consulting firm reasonably satisfactory to the Agent and accompanied by such reports, certificates, studies or data as the Agent may reasonably require, which shall all be in form and substance reasonably satisfactory to the Agent; (e) an Environmental Indemnity Agreement and such other documents, instruments or agreements as the Agent may reasonably require with respect to any environmental risks regarding the Real Estate; (g) if requested by the Agent, estoppel agreements reasonably acceptable to the Agent, from ground lessors; and (h) a written legal opinion of local counsel reasonably satisfactory to the Agent relating to each Mortgage and with respect to such other matters as the Agent may reasonably request, in each case, in form and substance reasonably acceptable to the Agent.

“Release” means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Material in the indoor or outdoor environment, including the movement of Hazardous Material through or in the air, soil, surface water, ground water or property.

“Relevant Canadian Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

[“Rent Schedule” has the meaning provided in the First Amendment.](#)

“Reports” has the meaning provided in [Section 9.15\(c\)](#).

“Request for Credit Extension” means (a) with respect to a Borrowing, Conversion or continuation of Revolving Loans, a Revolving Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

“Required FILO Term Lenders” means, as of any date of determination, Lenders holding more than 50% of the then-Outstanding Amount of FILO Term Loans and Aggregate FILO Term Loan Commitments.

“Required Lenders” means, as of any date of determination, (i) Lenders holding more than 50% of the Aggregate Revolving Commitments, Aggregate FILO Term Loan Commitments and the then-Outstanding Amount of FILO Term Loans or, (ii) if the Aggregate Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Total Revolving Commitments of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Required Revolving Lenders” means, as of any date of determination, (i) Lenders holding more than 50% of the Aggregate Revolving Commitments or, (ii) if the Aggregate Revolving Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated, Revolving Lenders holding in the aggregate more than 50% of the Total Revolving Outstandings (with the aggregate amount of each Revolving Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Revolving Lender for purposes of this definition); provided that the Total Revolving Commitments of, and the portion of the Total Revolving Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

“Rescindable Amount” has the meaning as defined in Section 2.12(c)(ii).

“Reserves” means all Inventory Reserves and Availability Reserves. In relation to Inventory Reserves and Availability Reserves, the Agent and FILO Agent shall have the right, at any time and from time to time after the Effective Date in their respective Reasonable Credit Judgment to establish, modify or eliminate such Reserves upon two (2) Business Days prior notice to the Lead Borrower, (during which period the Agent and FILO Agent shall be available to discuss any such proposed Reserve with the Lead Borrower and the Lead Borrower may take such action as may be required so that the event, condition or matter that is the basis for such Reserve no longer exists, in a manner and to the extent reasonably satisfactory to the Agent and FILO Agent); provided that no such prior notice shall be required for (1) changes to any Reserves resulting solely by virtue of mathematical calculations of the amount of the Reserve in accordance with the methodology of calculation previously utilized (such as, but not limited to, rent and Customer Credit Liabilities), or (2) changes to Reserves or establishment of additional Reserves if a Material Adverse Effect has occurred or it would be reasonably likely that a Material Adverse Effect to the Lenders would occur were such Reserve not changed or established prior to the expiration of such two (2) Business Day period, or (3) if an Event of Default is continuing; provided, further, that during such two (2) Business Day period, the Borrowers shall not be permitted to borrow Loans or request Letters of Credit (x) so as to exceed the Borrowing Base (as determined as if such new or modified Reserves were in effect) or (y) to the extent an Event of Default under Section 7.15 (compliance therewith being determined as if such new or modified Reserves were in effect) would immediately result. The amount of any Reserve established by the Agent or FILO Agent shall have a reasonable relationship to the event, condition or other matter that is the basis for the Reserve.

Notwithstanding anything herein to the contrary, Reserves shall not duplicate eligibility criteria contained in the definition of Eligible Inventory, Eligible In-Transit Inventory, Eligible Credit Card Receivables, Eligible Letter of Credit Inventory, Eligible Trade Receivables or reserves or criteria deducted in computing the Appraised Value of Eligible Inventory.

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

“Responsible Officer” means the chairman of the board, chief executive officer, chief operating officer, chief accounting officer, president, chief financial officer, senior vice president-finance, treasurer or assistant treasurer, controller, secretary, general counsel or associate general counsel of a Loan Party or any of the other individuals designated in writing to the Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“ReStore” means ReStore Capital, LLC and its successors.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Restricted Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person’s stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment. Without limiting the foregoing, “Restricted Payments” with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

“Restricted Subsidiary” means any Subsidiary of the Parent (including any Excluded Subsidiary) which is not an Unrestricted Subsidiary.

“Revolving Borrowing” means a borrowing consisting of simultaneous Revolving Loans of the same Type and, in the case of Term CORRA Loans or Term SOFR Loans, having the same Interest Period or Term CORRA Period, as applicable, made by each of the Revolving Lenders pursuant to Section 2.01.

“Revolving Commitment” means as to each Lender, its obligation to (a) make Revolving Loans to the Borrowers pursuant to Section 2.01, and (b) purchase participations in L/C Obligations and Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 as its Revolving Commitment or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Revolving Credit Purchase Date” has the meaning provided therefor in Section 10.01-B.

“Revolving Credit Purchase Notice” has the meaning provided therefor in Section 10.01-B.

“Revolving Lender” means each Lender having Revolving Commitments and, as the context requires, includes the Swing Line Lender.

“Revolving Loan” means any loan at any time made by any Revolving Lender pursuant to Section 2.01.

“Revolving Loan Cap” means, at any time of determination, the lesser of (a) the Aggregate Revolving Commitments or (b) the Borrowing Base.

“Revolving Loan Notice” means a notice of (a) a Revolving Borrowing, (b) a Conversion of Revolving Loans from one Type to the other, or (c) a continuation of Term SOFR Loans or Term CORRA Loans, pursuant to Section 2.02(b), which, if in writing, shall be substantially in the form of Exhibit A.

“Revolving Obligations” means (a) all advances to, and debts (including principal, interest, fees, and reasonable costs and expenses (whether or not allowed in any proceeding under any Debtor Relief Laws, and including in respect of post-petition interest and expenses)), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Revolving Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, reasonable costs and expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (b) obligations under the Facility Guaranty executed by the Loan Parties, and (c) any Other Liabilities; provided that Obligations of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

“Revolving Overadvance” means a Credit Extension to the extent that, immediately after the making of such Credit Extension, the aggregate principal balance of all Credit Extensions then outstanding exceeds the sum of the Loan Cap as then in effect.

“Revolving Secured Parties” shall mean, collectively, (a) the Agent, (b) each Revolving Credit Lender, (c) each L/C Issuer, and (d) each other indemnitee and each other holder of any Obligation relating to the Revolving Credit Facility.

“RioCan JVCo” means RioCan-HBC Limited Partnership (f/k/a HBC JV Limited Partnership), an Ontario limited partnership.

“RioCan Joint Venture” shall mean that certain joint venture arrangement by and among HBC I L.P., a Delaware limited partnership, certain of its Real Estate Subsidiaries and affiliates and RioCan Real Estate Investment Trust, with respect to contribution of certain Real Estate to RioCan JVCo and the conduct of certain business relating to the ownership and management of Real Estate.

“RP Conditions” means, at the time of determination with respect to any specified Restricted Payment, that (a) no Default or Event of Default then exists or would arise as a result of the making of such Restricted Payment, (b) Free Cash Flow, calculated for the most-recent period of four Fiscal Quarters ended prior to such repayment or prepayment for which financial statements have been, or were required to be, delivered to the Agent, shall be greater than \$0, and (c) after giving effect to such

Restricted Payment, (i) the Pro Forma Availability Condition has been satisfied and (ii) the Consolidated Fixed Charge Coverage Ratio, as projected on a pro-forma basis for the twelve Fiscal Months preceding such Restricted Payment, is equal to or greater than 1.00:1.00; provided that the provisions of this clause (b)(ii) shall not be applicable if, after giving effect to such Restricted Payment, Pro Forma Excess Availability is, and is projected to be, greater than or equal to twenty percent (20%) of the Loan Cap. Prior to making any Restricted Payment which is subject to the RP Conditions, the Loan Parties shall deliver to the Agent evidence of satisfaction of the conditions contained in clause (b) above on a basis (including, without limitation, giving due consideration to results for prior periods) reasonably satisfactory to the Agent.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

“Saks Global Facilities” means, collectively, the Saks Global Notes Facility and the Saks Global Revolving Facility.

“Saks Global Notes Facility” means the 11% Senior Secured Notes due 2029 in the amount of \$2,200,000,000, issued by HBC US Holdings LLC (n/k/a Saks Global Enterprises LLC), a Delaware limited liability company (or a subsidiary thereof), as described in the Saks Global Notes Facility Offering Memorandum or any financing incurred in lieu of such senior secured notes.

“Saks Global Notes Facility Offering Memorandum” means that certain preliminary offering memorandum, dated as of December 9, 2024 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time) relating to the Saks Global Notes Facility.

“Saks Global Revolving Facility” means the senior secured asset-based revolving credit facility of up to USD \$1,800,000,000, as described in the Saks Global Revolving Facility Commitment Letter.

“Saks Global Revolving Facility Commitment Letter” means that certain commitment letter, dated as of August 9, 2024, by and among by and among, *inter alia*, HBC US Holdings LLC (n/k/a Saks Global Enterprises LLC), a Delaware limited liability company, Bank of America, N.A., RBC, Citi, Morgan Stanley Senior Funding, Inc., Wells Fargo Bank, National Association, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., PNC Bank, National Association, TD Bank, N.A. and Capital One, National Association (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time).

“Saks.com” means Saks.com LLC, a Delaware limited liability company.

“Saks.com Holdings” means Saks.com Holdings LLC, a Delaware limited liability company.

“Saks.com Material Agreement” means the Saks Fifth Avenue Canadian Trademark Sublicense Agreement, dated as of December 3, 2021, by and between Saks & Company and HBC ULC

“Sale and Leaseback Transaction” has the meaning provided in Section 7.20.

“Sanctions” has the meaning provided in Section 5.29.

“Sarbanes-Oxley” means the Sarbanes-Oxley Act of 2002.

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

“Securities Laws” means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB and all applicable securities laws in each province and territory of Canada and the respective regulations, rules regulations, blanket orders and blanket rulings under such laws together with applicable published policy statements and notices of the securities regulator of each such province and territory.

“Security Documents” means the General Security Agreement, the Quebec Security, the Account Control Agreements, the Credit Card Notifications, the Term Loan Intercreditor Agreement, Junior/Senior Intercreditor Agreement, each Pledge Agreement and each other security agreement or other instrument or document, in each case, governed by applicable Laws in Canada, executed and delivered by any Loan Party to the Agent pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

“Security Threshold Amount” means C\$2,000,000.

“Settlement Date” has the meaning provided in Section 2.14(a).

“Shareholders’ Equity” means, as of any date of determination, consolidated shareholders’ equity of the Parent and its Subsidiaries as of that date determined in accordance with GAAP or IFRS, as applicable.

“Signa Disposition Agreement” means the Opco SPA and the Propco SPA, collectively.

“Signa Disposition Transaction” means the sale and transfer of shares and certain receivables held by Hudson’s Bay Company (as predecessor of the Lead Borrower) or any of its Affiliates in the Signa Propco Joint Ventures and the Signa Opco Joint Venture to Signa Holding or any of its Affiliates as a result of which Hudson’s Bay Company (as predecessor of the Lead Borrower) and its Affiliates ceased to have any investment in the Signa Joint Ventures.

“Signa Holding” means Signa Holding GmbH.

“Signa Joint Ventures” means the Signa Opco Joint Venture and the Signa Propco Joint Ventures, collectively.

“Signa Joint Venture Transactions” means the Signa Opco Joint Venture Transaction and the Signa Propco Joint Venture Transaction, collectively.

“Signa Opco Joint Venture” means European Department Store Holding S.à.r.l., a limited liability company under the laws of the Grand Duchy of Luxembourg.

“Signa Opco Joint Venture Transaction” means the contribution by Hudson’s Bay Company (as predecessor of the Lead Borrower) of the Contributed Assets and the Equity Interests of certain Real Estate Subsidiaries to the Signa Opco Joint Venture, a joint venture with Signa Holding GmbH, with the Parent (as defined in the Existing Credit Agreement) retaining, directly or indirectly, approximately 49.99% of the Equity Interests of the Signa Opco Joint Venture, and Guarantees in connection therewith as contemplated by, or necessary to effect, the Opco Implementation Agreement in an amount not to

exceed the amount of Guarantees as of the date of the consummation of the Signa Opco Joint Venture Transaction.]

“Signa Propco Joint Ventures” means, each of (a) HBS Global Properties Luxembourg S.à.r.l., a limited liability company under the laws of the Grand Duchy of Luxembourg, and its Subsidiaries and (b) HBC Luxembourg German Holding Company II S.à r.l., a limited liability company under the laws of the Grand Duchy of Luxembourg, and its Subsidiaries.

“Signa Propco Joint Venture Transaction” means the Share Split (as defined in the Propco Implementation Agreement), the creation of the Company EGA Shares (as defined in the Propco Implementation Agreement) (or other actions in accordance with the Propco Implementation Agreement to create the same economic result), the other steps contemplated by the Propco Implementation Agreement in connection with the Reorganization (as defined in the Propco Implementation Agreement) and the transfer of the Sold Shares (as defined in the Propco Implementation Agreement), and other dispositions or reorganizations as contemplated by the Propco Implementation Agreement.

“Simon JVCo” shall mean HBS Global Properties LLC, a Delaware limited liability company.

“Simon JVCo Lease Guaranties” shall mean the guaranty by the Lead Borrower (as successor of Hudson’s Bay Company) of the obligations of a tenant under one or more and leases of Real Estate pursuant to which Simon JVCo (or a Subsidiary thereof) or a Real Estate Subsidiary is landlord.

“SOFR” means the Secured Overnight Financing Rate as administered by the SOFR Administrator.

“SOFR Adjustment” means 0.10% (10.00 basis points per annum).

“SOFR Administrator” means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other Person acting as the SOFR Administrator at such time that is satisfactory to the Agent.

“SOFR Scheduled Unavailability Date” has the meaning specified in Section 3.03(b).

“SOFR Successor Rate” has the meaning specified in Section 3.03(b).

“Sold Entity or Business” has the meaning set forth in the definition of “Consolidated EBITDA.”

“Solvent” and “Solvency” means, with respect to any Person after giving effect to the incurrence of each Credit Extension under this Agreement, (i) the fair value of the assets of the such Person and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the total liabilities on existing debts, including contingent liabilities, of such Person and its Subsidiaries, taken as a whole, as they become absolute and matured, (ii) the present fair salable value of the assets of such Person and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liability on existing debts of such Person and its Subsidiaries, taken as a whole, as they become absolute and matured, (iii) such Person and its Subsidiaries are able to meet their obligations as they generally become due, (iv) such Person and its Subsidiaries have not ceased payment of their current obligations in the ordinary course of business as they generally become due, (v) the aggregate property of such Person and its Subsidiaries, at a fair valuation, is sufficient, or if disposed of at a fairly conducted sale under legal process, would be, sufficient to enable payment of all obligations of such Person and its Subsidiaries, due and accruing due, (vi) such Person and its Subsidiaries, taken as a whole, are able to

pay their debts as they become absolute and mature, (vii) such Person and its Subsidiaries are not engaged in a business or a transaction, and are not about to engage in a business or transaction, for which their properties and assets, taken as a whole, would constitute unreasonably small capital, and (viii) such Person is not an “insolvent person” within the meaning of such term in the BIA, as applicable (it being understood and agreed that (x) the term “debts” as used in this definition includes any legal liability, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent and (y) “values of assets” shall mean the amount of which the assets (both tangible and intangible) in their entirety would change hands between a willing buyer and a willing seller, with a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under compulsion to act). The amount of all guarantees at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, can reasonably be expected to become an actual or matured liability.

“Specified Loan Party” means any Loan Party that is not then an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to [Section 10.26](#)).

“Specified Pledged Entities” means the entities whose Equity Interests are pledged by the Pledgor Unrestricted Subsidiaries pursuant to the Pledge Agreements.

“Spot Rate” for a currency means the rate determined by the Agent or the L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Agent or the L/C Issuer may obtain such spot rate from another financial institution designated by the Agent or the L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; and provided further that the L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Optional Currency.

“Standby Letter of Credit” means any Letter of Credit, including bank guarantees, that is not a Commercial Letter of Credit and that (a) is used in lieu or in support of performance guaranties or performance, surety or similar bonds (excluding appeal bonds) arising in the ordinary course of business, (b) is used in lieu or in support of stay or appeal bonds, (c) supports the payment of insurance premiums for reasonably necessary casualty insurance carried by any of the Loan Parties or their Restricted Subsidiaries, or (d) supports payment or performance for identified purchases or exchanges of products or services in the ordinary course of business.

“Stated Amount” means at any time the maximum amount for which a Letter of Credit may be honored.

“Store” means any retail store (which may include any Real Estate, fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by any Loan Party.

“Store Services Engagement Letter” means an exclusive agreement governing certain store services between the Borrowers and the ReStore or an Affiliate thereof, which shall be in form and substance acceptable to the FILO Agent (including with respect to pricing and fees).

“Subordinated Indebtedness” means (a) Indebtedness which is expressly subordinated in right of payment to the prior Payment in Full of the Obligations and which is in form and on terms (including, but not limited to, terms restricting the exercise of rights by the holders of such Indebtedness) approved in

writing by the Agent, (b) Indebtedness owing from a Loan Party to any “Loan Party” under any Saks Global Facility and (c) neither the Term Loan Debt nor the Existing Canadian Term Loan Debt shall constitute Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

“Substantial Liquidation” means either (a) the Liquidation of substantially all of the Collateral, or (b) the sale or other disposition of substantially all of the Collateral by the Loan Parties.

“Successor Rate” means a SOFR Successor Rate, a Term CORRA Successor Rate or both, as the context requires.

“Supported QFC” has the meaning specified in Section 10.31.

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

“Swap Obligations” 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.

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

“Swing Line Borrowing” means a borrowing of a Swing Line Loan pursuant to Section 2.04.

“Swing Line Lender” means Bank of America (acting through its Canada branch) in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“Swing Line Loan” means a Swing Line Loan made to a Borrower pursuant to the provisions of Section 2.04.

“Swing Line Loan Notice” means a notice of a Swing Line Borrowing furnished to the Swing Line Lender at the Agent’s Office pursuant to Section 2.04(b), which, if in writing, shall be substantially in the form of Exhibit B.

“Swing Line Sublimit” means an amount equal to the lesser of (i) C\$45,000,000 and (ii) the Aggregate Revolving Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments. A permanent reduction of the Aggregate Revolving Commitments, shall not require a corresponding pro rata reduction in the applicable Swing Line Sublimit; provided, however, that if the Aggregate Revolving Commitments, are reduced to an amount less than the applicable Swing Line Sublimit, then such Swing Line Sublimit shall be reduced to an amount equal to (or, at Lead Borrower’s option, less than) the Aggregate Revolving Commitments.

“Synthetic Lease Obligation” means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“Temporary Storage Facility” means facilities leased or rented by a Borrowing Base Party for a period of one year or less and at which the Borrowing Base Parties store Inventory having an aggregate cost or value that does not exceed C\$20,000,000 at any time (for all such facilities and Borrowing Base Parties).

“Term CORRA” means, for any Term CORRA Period relating to a Loan denominated in Canadian dollars (other than a Canadian Index Rate Loan), (a) the rate per annum equal to the forward-looking term rate based on CORRA, as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Agent from time to time) (in such case, the “Term CORRA Screen Rate”) on the day that is two (2) Business Days prior to such Term CORRA Period with a term equivalent to such Term CORRA Period *plus* (b) the Term CORRA Adjustment for such Term CORRA Period; provided, that, if Term CORRA shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

“Term CORRA Adjustment” means (i) 0.29547% (29.547 basis points) for a Term CORRA Period of one-month’s duration, and (ii) 0.32138% (32.138 basis points) for a Term CORRA Period of three-months’ duration.

“Term CORRA Loan” means a Loan, or portion thereof, denominated in Canadian Dollars that bears interest based on Term CORRA.

“Term CORRA Period” means, with respect to any Term CORRA Loan, the period commencing on the date such Term CORRA Loan is disbursed or Converted to or continued as a Term CORRA Loan and ending on the date one or three months thereafter, as selected by the Lead Borrower in its Revolving

Loan Notice or FILO Term Loan Notice, as applicable (in each case, subject to availability); provided that

(a) if any Term CORRA Period would otherwise end on a day that is not a Business Day, such Term CORRA Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Term CORRA Period into another calendar month in which event such Term CORRA Period shall end on the immediately preceding Business Day;

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

(c) no Term CORRA Period shall extend beyond the Maturity Date; and

(d) the Lead Borrower shall select Term CORRA Periods so there shall be no more than ten (10) separate Term CORRA Loans in existence at any one time.

For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent Conversion or continuation of such Borrowing.

“Term CORRA Replacement Date” has the meaning specified in Section 3.03(i).

“Term CORRA Scheduled Unavailability Date” has the meaning specified in Section 3.03(i)(B).

“Term CORRA Screen Rate” has the meaning specified in the definition of “Term CORRA”.

“Term CORRA Successor Rate” has the meaning specified in Section 3.03(i).

“Term Loan Agent” means Pathlight Capital LP, in its capacity as administrative agent and collateral agent under the Term Loan Credit Agreement.

“Term Loan Credit Agreement” means that certain Amended and Restated Term Loan Agreement, dated as of the Effective Date, by and among the Borrowers, the lenders party thereto, and the Term Loan Agent.

“Term Loan Debt” means Indebtedness incurred pursuant to the Term Loan Credit Agreement.

“Term Loan Documents” means the “Loan Documents” under and as defined in the Term Loan Credit Agreement.

“Term Loan Intercreditor Agreement” means that certain Second Amended and Restated Intercreditor Agreement, dated as of the Effective Date, between the Agent, the Term Loan Agent and the Loan Parties and each additional party thereto from time to time, as amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms thereof and any replacement intercreditor agreement entered into in connection with any replacement of the Term Loan Credit Agreement, reasonably acceptable to the Agent.

“Term Loan Monetization Deficiency Reserve” means an amount not to exceed C\$35,000,000, equal to 75% of the gross proceeds received by the Loan Parties and their Restricted Subsidiaries from all Monetization Events after the Closing Date; provided that (i) there shall be no Term Loan Monetization Deficiency Reserve in connection with up to C\$25,000,000 in gross proceeds from Monetization Events contemplated to occur in January 2025 and (ii) after the Loan Parties and their Restricted Subsidiaries have realized at least C\$375,000,000 in gross proceeds from Monetization Events after the Closing Date, the Term Loan Monetization Deficiency Reserve shall be C\$0.

“Term Loan Priority Collateral” has the meaning specified in the Term Loan Intercreditor Agreement.

“Term SOFR” means:

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

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

provided that if the Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, Term SOFR shall be deemed to be zero for purposes of this Agreement.

“Term SOFR Loan” means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

“Term SOFR Replacement Date” has the meaning specified in Section 3.03(b).

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

“Termination Date” means the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) and the Aggregate Commitments are irrevocably terminated (or deemed terminated) in accordance with ARTICLE VIII, or (iii) the termination of the Aggregate Commitments in accordance with the provisions of Section 2.06 hereof.

“Total Credit Extensions” means, as to any Lender at any time of determination, that portion of the Loans and L/C Obligations owed to such Lender.

“Total Outstandings” means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

“Total Revolving Commitments” means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrowers pursuant to Section 2.01, and (b) purchase participations in L/C Obligations and Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender’s name on Schedule 2.01 as its Revolving Commitment or in the Assignment and Assumption pursuant to which such Revolving Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

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

“Trading with the Enemy Act” means the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended).

“Type” means, with respect to a Loan, its character as a Term SOFR Loan, an Index Rate Loan or a Term CORRA Loan.

“UCP” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce (“ICC”) Publication No. 600 (or such later version thereof as may be in effect at the time of issuance).

“UFCA” has the meaning specified in Section 10.21(d).

“UFTA” has the meaning specified in Section 10.21(d).

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

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

“United States” and “U.S.” mean the United States of America.

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

“Unrestricted Subsidiary” means (a) any Subsidiary of the Parent that is identified on Schedule 5.14 as of the Effective Date as an Unrestricted Subsidiary and each Subsidiary of an Unrestricted Subsidiary formed or acquired after the Effective Date, so long as (i) such Subsidiary holds no assets previously owned by a Restricted Subsidiary (unless such assets consisted of Real Estate transferred to such Subsidiary prior to the Effective Date), (ii) no Subsidiary may be an Unrestricted Subsidiary if any of its assets are of the type included in the calculation of the Borrowing Base, (iii) at no time shall any creditor of such Subsidiary have any claim (whether pursuant to a guarantee or otherwise) against any Loan Party or any of its other Subsidiaries (other than another Unrestricted Subsidiary) or any of their respective assets in respect of any Indebtedness or other obligation of any such Person (provided that the

provisions of this clause (iv) shall not prohibit any Permitted Indebtedness of a Loan Party under clause (aa) of the definition thereof); (v) no Loan Party or any of its Subsidiaries (other than another Unrestricted Subsidiary) shall become a general partner of any such Subsidiary, (vi) no such Subsidiary shall own any Equity Interests of, or own or hold any Lien on any property of, any Loan Party or any other Subsidiary of any Loan Party (other than another Unrestricted Subsidiary), (vii) no Unrestricted Subsidiary shall be a party to any transaction or arrangement with any Loan Party or such Loan Party's Subsidiaries (other than its other Unrestricted Subsidiaries) that would not be permitted by Section 7.09, (viii) no Loan Party nor such Loan Party's Subsidiaries (other than its other Unrestricted Subsidiaries) shall have any obligation to subscribe for additional Equity Interests of any Unrestricted Subsidiary or to preserve or maintain the financial condition of any Unrestricted Subsidiary (provided that the provisions of this clause shall not prohibit any Investments in any Unrestricted Subsidiary to the extent expressly permitted in this Agreement) and (ix) no Loan Party which has granted a security interest in or pledge of, any of its assets in favor of the Agent may be an Unrestricted Subsidiary and (b) each Pledgor Unrestricted Subsidiary;

provided that no Subsidiary may be an Unrestricted Subsidiary if it is not also an "Excluded Subsidiary" for the purposes of any other Indebtedness of the Loan Parties.

"U.S. Index Rate" means, for any day, a floating rate equal to the highest of (i) the annual rate of interest determined by the Agent which is equal to the annual rate of interest announced from time to time by Bank of America (acting through its Canada branch), as being its reference rate in effect on such date (or if such date is not a Business Day, on the Business Day immediately preceding such date) for determining interest rates on Dollar denominated commercial loans made by it in Canada, in each case regardless of whether such bank actually charges such rate of interest in connection with extensions of credit in Dollars to debtors, (ii) the sum of 0.50% per annum plus the Federal Funds Rate, and (iii) Term SOFR for a one month interest period as determined on such day, plus 1.00%. Notwithstanding the foregoing, if such U.S. Index Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Each change in any interest rate provided for in the Agreement based upon the U.S. Index Rate, the Federal Funds Rate or Term SOFR, respectively, shall take effect at the time of such change.

"U.S. Index Rate Loan" means a Loan or portion thereof denominated in US Dollars bearing interest at a rate based on the U.S. Index Rate.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

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

"Weekly Reporting Template" means a weekly reporting template substantially in the form on Exhibit H.

"WEPPA" means the *Wage Earner Protection Program Act* (Canada), as from time to time in effect.

“Write-Down and Conversion Powers” means, (a) the write-down and conversion powers of the applicable EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which powers are described in the EU Bail-In Legislation Schedule; or (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.

“WURA” means the *Winding-up and Restructuring Act* (Canada), as amended.

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

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns; provided that for the avoidance of doubt such construction shall not apply for purposes of determining whether a Change of Control has occurred, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory rules, regulations, orders and provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

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

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

(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, (i) “personal property” shall be deemed to include “movable property”, (ii) “real property” shall be deemed to include “immovable property” and an “easement” shall be deemed to include a “servitude”, (iii) “tangible property” shall be deemed to include “corporeal property”, (iv) “intangible property” shall be deemed to include “incorporeal property”, (v) “security interest”, “mortgage” and “lien” shall be deemed to include a “hypothec”, “prior claim”, “reservation of ownership”, and a “resolatory clause”, (vi) all references to filing, registering or recording under the PPSA shall be deemed to include publication under the *Civil Code of Quebec*, and all references to releasing any Lien shall be deemed to include a release, discharge and *mainlevée* of a hypothec, “prior claim”, “reservation of ownership”, and a “resolatory clause” (vii) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to the “opposability” of such Liens to third parties, (viii) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (ix) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (x) an “agent” shall be deemed to include a “mandatary”, (xi) “joint and several” shall be deemed to include “solidary”, (xii) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (xiii) “priority” shall be deemed to include “rank” or “prior claim”, as applicable, (xiv) all references to “foreclosure” shall be deemed to include “the exercise of a hypothecary right”, (xv) “leasehold interest” shall be deemed to include “valid rights resulting from a lease”, (xvi) “lease” for personal or movable property shall be deemed to include a “contract of leasing (crédit-bail)”, and (xvii) “deposit account” shall include a “financial account” as defined in Article 2713.6 of the Civil Code of Quebec.

(e) Any reference herein to a transfer, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company, as if it were a transfer, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

1.03 Accounting Terms

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP or IFRS, as applicable, applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing audited financial statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP or IFRS. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP or IFRS, as applicable, as in effect from time to time; provided that if the Lead Borrower notifies the Agent that the Lead Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or IFRS or in the application thereof (including through adoption of IFRS) on the operation of such provision (or if the Agent notifies the Lead Borrower that the Required Lenders request an amendment to any provision

hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or IFRS or in the application thereof (including through the adoption of IFRS), then until such notice shall have been withdrawn or such provision is amended in accordance herewith, (i) such provision shall be interpreted on the basis of GAAP or IFRS as in effect and applied immediately before such change shall have become effective, and (ii) the Lead Borrower shall include with the financial statements and other financial information and calculations required to be delivered to the Agent and the Lenders hereunder a reconciliation of such financial statements, information and calculations before and after giving effect to such change in GAAP or IFRS. Upon the adoption of IFRS by any Borrower, all references to GAAP herein shall be deemed references to IFRS.

(c) **Treatment of Leases.** Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any change in accounting for leases pursuant to GAAP resulting from the implementation of FASB ASU No. 2016-02, Leases (Topic 842), to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a Capital Lease Obligation where such lease (or similar arrangement) would not have been required to be so treated under GAAP prior to adoption.

1.04 Rounding. Any financial ratios required to be maintained by any Loan Party pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to two places more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified: all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.07 Additional Optional Currencies.

(a) The Lead Borrower may from time to time request that Letters of Credit be issued in a currency other than those specifically listed in the definition of "Optional Currency;" provided that such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars, and such request shall be subject to the approval of the Agent and the L/C Issuer.

(b) Any such request shall be made to the Agent not later than 11:00 a.m., twenty (20) Business Days prior to the date of the desired Letters of Credit (or such other time or date as may be agreed by the Agent and the L/C Issuer, in their sole discretion). In the case of any such request, the Agent shall promptly notify the L/C Issuer thereof. The L/C Issuer shall notify the Agent, not later than 11:00 a.m., ten (10) Business Days after receipt of such request

whether it consents, in its sole discretion, to the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by the L/C Issuer to respond to such request within the time period specified in the preceding clause (b) shall be deemed to be a refusal by the L/C Issuer to permit Letters of Credit to be issued in such requested currency. If the Agent and the L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Agent shall so notify the Lead Borrower and such currency shall thereupon be deemed for all purposes to be an Optional Currency hereunder for purposes of any Letter of Credit issuances. If the Agent shall fail to obtain consent to any request for an additional currency under this Section 1.07, the Agent shall promptly so notify the Lead Borrower.

1.08 Exchange Rates; Currency Translation.

(a) The Agent or the L/C Issuer, as applicable, shall determine the Spot Rates to be used for calculating Dollar Equivalent amounts of Loans and Outstanding Amounts denominated in Optional Currencies. Such Spot Rates shall become effective as of any such date of determination and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next date to so occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating financial covenants hereunder (including baskets related thereto, as applicable) or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Agent or the applicable L/C Issuer, as applicable.

(b) Any amount specified in this Agreement or any of the other Loan Documents to be in Dollars shall also include the Dollar Equivalent in any Optional Currency. Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Term SOFR Loan or a Term CORRA Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Term SOFR Loan, Term CORRA Loan or Letter of Credit is denominated in an Optional Currency, such amount shall be the relevant Dollar Equivalent of such Dollar amount (rounded to the nearest unit of such Optional Currency, with 0.5 of a unit being rounded upward), as determined by the Agent or the L/C Issuer, as the case may be.

(c) Notwithstanding the foregoing, for purposes of any determination under ARTICLE VI, Article VII or Article VIII or any determination under any other provision of this Agreement expressly requiring the use of a currency exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at the Spot Rate.

1.09 PPSA Terms. All terms used herein and defined in the PPSA (in respect of Collateral located in Canada) shall have the meaning given therein unless otherwise defined herein. Without limiting the foregoing, the terms “accounts”, “chattel paper”, “goods”, “instruments”, “intangibles”, “proceeds”, “securities”, “investment property”, “document of title”, “inventory”, “equipment” and “fixtures”, as and when used in the description of Collateral located in Canada shall have the meanings given to such terms in the PPSA. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the PPSA, such expanded definition will apply automatically as of the date of such amendment, modification or revision. In this Agreement, (i) any term defined in this Agreement by reference to the “Uniform Commercial Code” shall also have any extended,

alternative or analogous meaning given to such term in applicable Canadian personal property security and other laws (including, without limitation, the PPSA, the Bills of Exchange Act (Canada) and the Depository Bills and Notes Act (Canada)), in all cases for the extension, preservation or betterment of the security and rights of the Agent, (ii) all references in this Agreement to “Article 8 of the Code” or “Article 8 of the Uniform Commercial Code” shall be deemed to refer also to applicable Canadian securities transfer laws (including, without limitation, the Securities Transfer Act, 2006 (Ontario)), (iii) all references in this Agreement to the United States Copyright Office or the United States Patent and Trademark Office shall be deemed to refer also to the Canadian Intellectual Property Office, (iv) all references in this Agreement to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous documents used under applicable Canadian personal property security laws, (v) all references to the United States, or to any subdivision, department, agency or instrumentality thereof shall be deemed to refer also to Canada, or to any subdivision, department, agency or instrumentality thereof, (vi) all references to federal or state securities law of the United States shall be deemed to refer also to analogous federal and provincial securities laws in Canada, and (vii) all references to “state or federal bankruptcy laws” shall be deemed to refer also to any insolvency proceeding occurring in Canada or under Canadian law.

1.10 Interest Rates. The Agent does not warrant or accept responsibility for, nor shall it have any liability with respect to, administration, submission or any other matter related to the rates in the definition of “Term SOFR”, “Term CORRA” or any other reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternate, replacement or successor to such rate (including any Successor Rate), or any component thereof, or the effect of any of the foregoing, or of any Conforming Changes. The Agent may select information source(s) in its discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including any Successor Rate), or any component thereof, in each case pursuant to the terms hereof, and shall have no liability to any Lender, Loan Party or other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise, and whether at law or in equity) for any error or other act or omission related to or affecting the selection, determination or calculation of any rate (or component thereof) provided by such information source(s).

1.11 Determinations by the Agent and the FILO Agent. In the event that the Agent and the FILO Agent cannot agree on issues relating to eligibility criteria, reserves, borrowing base reporting, appraisals or examinations or any other action or determination where both have rights denominated in this agreement, the determination shall be made by the Agent or the FILO Agent asserting the more conservative credit judgment.

1.12 Consignment Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement or any other Loan Document shall prevent or restrict the Loan Parties from making any payment on account of the Gordon Brothers Consignment Agreement or any other consignment agreement entered into with ReStore and its affiliates and the Agent shall not object to any payments made by the Loan Parties under the terms of such Consignment Agreement.

1.13 Term Loan Credit Agreement Refinancing. If at any time Hudson’s Bay Company Pension Plan (the “Pension”) is the only lender under the Term Loan Credit Agreement (or in connection with any amendment, modification, refinancing, renewal or supplement to the Term Loan Credit Agreement the Pension becomes the only lender under the Term Loan Credit Agreement), then the Term Loan Debt (and any refinancing, modification or renewal thereof) shall only be permitted to be secured by a Second Lien on the Collateral.

ARTICLE II
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Revolving Loans; FILO Term Loan.

(a) Subject to Section 4.02, the terms and conditions set forth herein, commencing on the Effective Date, each Revolving Lender severally agrees to make Revolving Loans to the Borrowers, from time to time, on any Business Day during the Availability Period, in an aggregate principal amount not to exceed at any time outstanding the lesser of (x) the amount of the Revolving Commitment of such Revolving Lender, and (y) such Revolving Lender's Applicable Percentage of the Borrowing Base; subject in each case to the following limitations; provided, that, ~~the aggregate amount of prior to April 2, 2025, no~~ Revolving Loans shall be outstanding ~~under this Agreement on the Effective Date shall not exceed C\$0:~~

(i) after giving effect to any Revolving Borrowing, the Total Revolving Outstandings shall not exceed Availability,

(ii) after giving effect to any Revolving Borrowing, the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus the Applicable Percentage of the Outstanding Amount of all L/C Obligations for such Revolving Lender, shall not exceed the Revolving Commitment of such Revolving Lender, and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of the Revolving Commitment for each Revolving Lender, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.01, prepay under Section 2.05, and re-borrow under this Section 2.01.

(b) FILO Term Loans

(i) Closing Date FILO Term Loans: Subject to the terms and conditions set forth herein, each FILO Term Lender severally agrees to make its portion of the FILO Term Loan to the Borrowers on the Effective Date in an amount not to exceed the FILO Term Loan Commitments – Closing Date. Upon the FILO Term Loan Lender's making of such FILO Term Loan on the Effective Date, the FILO Term Loan Commitments of the FILO Term Loan Lender shall be terminated. Once repaid, no portion of FILO Term Loans may be reborrowed.

(ii) Delayed Draw FILO Term Loans: Subject to the terms and conditions set forth herein, each FILO Term Lender severally agrees to make its portion of the Delayed Draw FILO Term Loans to the Borrowers on one or more occasions following the Effective Date in an aggregate principal amount not to exceed the Delayed Draw FILO Term Loan Commitments. Upon the Delayed Draw FILO Term Loan Lender's making of such Delayed Draw FILO Term Loans in an amount equal to the Delayed Draw FILO Term Loan Commitments, the Delayed Draw FILO Term Loan Commitments of the FILO Term Loan Lender shall be terminated. Once repaid, no portion of Delayed Draw FILO Term Loans may be reborrowed.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) All Revolving Loans and FILO Term Loans shall be made in either Dollars or C\$. All Swing Line Loans made to the Borrowers shall be only made in Canadian Dollars and shall only be Canadian Index Rate Loans. Revolving Loans and FILO Term Loans made to the Borrowers shall be either Term CORRA Loans or Canadian Index Rate Loans (if made in C\$) or Term SOFR Loans or U.S. Index Rate Loans (if made in Dollars) as the applicable Borrower may request subject to and in accordance with this Section 2.02.

(b) Each Borrowing, each Conversion of Revolving Loans or the Outstanding Amount of FILO Term Loans from one Type to the other, and each continuation of Term SOFR Loans or Term CORRA Loans shall be made upon the Lead Borrower's irrevocable notice to the Agent's Office, which may be given by telephone. Each such notice must be received by the Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, Conversion to or continuation of Term SOFR Loans or Term CORRA Loans or of any Conversion of Term SOFR Loans or Term CORRA Loans to Prime Rate Loans, and (ii) (x) so long as such Business Day is not a banking holiday in the United States and the applicable notice is received by the Agent not later than 11:00 a.m. on the requested date of such Borrowing of Prime Rate Loans, on the same Business Day any Borrowing of Prime Rate Loans is requested, or (y) otherwise, one Business Day prior to the requested date of any Borrowing of Prime Rate Loans; provided, however, that that if the Lead Borrower wishes to request any Revolving Borrowing to be made to a Borrower, or continued or converted, in currency other than that utilized in such Borrower's jurisdiction of organization (i.e. for the Borrowers, Canadian Dollars), the applicable notice must be received not later than 11:00 a.m. four (4) Business Days prior to the requested date of such Borrowing (provided that Borrowings by the Borrowers in Dollars are not subject to the four (4) day notice period but rather will be made upon notice described in clauses (b)(i) and (b)(ii) above) and if the Lead Borrower wishes to request Term SOFR Loans or Term CORRA Loans having an Interest Period (or Term CORRA Period, as applicable) other than one, three or six (in the case of Term SOFR Loans only) months in duration as provided in the definition of "Interest Period" (or "Term CORRA Period", as applicable), the applicable notice must be received by the Agent not later than 11:00 a.m. four (4) Business Days prior to the requested date of such Borrowing, Conversion or continuation, whereupon the Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period (or Term CORRA Period, as applicable) is acceptable to all of them. Not later than 11:00 a.m., three (3) Business Days before the requested date of such Borrowing, Conversion or continuation, the Agent shall notify the Lead Borrower (which notice may be by telephone) whether or not the Dollars or Canadian Dollars are available and whether or not the requested Interest Period (or Term CORRA Period, as applicable) has been consented to by all the Lenders. Each telephonic notice by the Lead Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Agent of a written Revolving Loan Notice or FILO Term Loan Notice, as applicable, appropriately completed and signed by a Responsible Officer of the Lead Borrower. Each Borrowing of, Conversion to or continuation of Term SOFR Loans or Term CORRA Loans shall be in a principal amount of C\$5,000,000 (or \$5,000,000) or a whole multiple of C\$1,000,000 (or \$1,000,000) in excess thereof. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing of or Conversion to Prime Rate Loans shall be in such minimum amounts as the Agent may require. Each Revolving Loan Notice (whether telephonic or written) shall specify (i) whether the Lead Borrower is requesting a Revolving Borrowing, a Conversion of Revolving Loans from one Type to the other, or a continuation of Term SOFR Loans or Term CORRA Loans (ii) the requested date of the Borrowing, Conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Revolving Loans to be borrowed, Converted or continued, (iv) the Type of Revolving Loans to be borrowed or to which existing Revolving Loans are to be Converted, (v) if applicable, the duration of

the Interest Period (or Term CORRA Period, as applicable) with respect thereto, (vi) whether such Revolving Loan is to be made in Dollars or in Canadian Dollars, and (vii) the Borrower for whom the Revolving Loan is requested. If the Lead Borrower fails to specify a Type of Revolving Loan in a Revolving Loan Notice or if the Lead Borrower fails to give a timely notice requesting a Conversion or continuation, then the applicable Revolving Loans shall be made as, or Converted to, applicable Prime Rate Loans. Any such automatic Conversion to Prime Rate Loans shall be effective as of the last day of the Interest Period (or Term CORRA Period, as applicable) then in effect with respect to the applicable Term SOFR Loans or Term CORRA Loans. If the Lead Borrower requests a Borrowing of, Conversion to, or continuation of Term SOFR Loans or Term CORRA Loans in any such Revolving Loan Notice, but fails to specify an Interest Period (or Term CORRA Period, as applicable), it will be deemed to have specified an Interest Period (or Term CORRA Period, as applicable) of one month. Any FILO Term Loan Notice (whether telephonic or written) made on the Effective Date or thereafter with respect to any Conversion or continuation of FILO Term Loans shall specify (i) whether the Lead Borrower is requesting a FILO Term Loan Borrowing, a Conversion of the then-Outstanding Amount of FILO Term Loans from one Type to the other, or a continuation of FILO Term Loans as a Term SOFR Loan or Term CORRA Loan, (ii) the requested date of a FILO Term Loan Borrowing, Conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of FILO Term Loans to be borrowed, Converted or continued, (iv) the Type of FILO Term Loan to be borrowed or to which the then-Outstanding Amount of FILO Term Loans is to be Converted, (v) if applicable, the duration of the Interest Period (or Term CORRA Period, as applicable) with respect thereto, (vi) whether such FILO Term Loan is to be made in Dollars or in Canadian Dollars, and (vii) the Borrower for whom such FILO Term Loan is requested. If the Lead Borrower fails to specify a Type of FILO Term Loan in a Term Loan Notice or if the Lead Borrower fails to give a timely notice requesting a Conversion or continuation, then the applicable FILO Term Loan shall be made as, or Converted to, applicable Prime Rate Loans. Any such automatic Conversion to Prime Rate Loans shall be effective as of the last day of the Interest Period (or Term CORRA Period, as applicable) then in effect with respect to the then-Outstanding Amount of FILO Term Loans as a Term SOFR Loan or a Term CORRA Loan. If the Lead Borrower requests a Borrowing of, Conversion to, or continuation of FILO Term Loans as a Term SOFR Loan or a Term CORRA Loan in any such FILO Term Loan Notice, but fails to specify an Interest Period (or Term CORRA Period, as applicable), it will be deemed to have specified an Interest Period (or Term CORRA Period, as applicable) of one month. Notwithstanding anything to the contrary herein, a Swing Line Loan may not be Converted to a Term CORRA Loan.

(c) Following receipt of a Revolving Loan Notice, the Agent shall promptly notify each Revolving Lender of the amount of its Applicable Percentage of the applicable Revolving Loans, and if no timely notice of a Conversion or continuation is provided by the Lead Borrower, the Agent shall notify each Revolving Lender of the details of any automatic Conversion to Prime Rate Loans described in Section 2.02(b). Following receipt of a FILO Term Loan Notice, the Agent shall promptly notify each FILO Term Lender of the amount of its Applicable Percentage of the applicable FILO Term Loan, and if no timely notice of a Conversion or continuation is provided by the Lead Borrower, the Agent shall notify each FILO Term Lender of the details of any automatic Conversion to Prime Rate Loans described in Section 2.02(b). In the case of a Borrowing, each Lender (or an Affiliate or branch of such Lender acting on behalf of such Lender) shall make the amount of its Revolving Loan or FILO Term Loan, as applicable, available to the Agent in immediately available funds at the Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Revolving Loan Notice or FILO Term Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension of Revolving Loans, Section 4.01), the Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Agent either by (i) crediting the account of the applicable Borrower on the books of Bank of America

with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Agent by the Lead Borrower; provided, however, that if, on the date the Revolving Loan Notice with respect to such Borrowing is given by the Lead Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrowers as provided above.

(d) The Agent, without the request of the Borrowers, may advance any interest, fee, service charge (including direct wire fees), expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Agent shall advise the Lead Borrower of any such advance or charge promptly after the making thereof. Such action on the part of the Agent shall not constitute a waiver of the Agent's rights and the Borrowers' obligations under Section 2.05(c). Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(d) shall bear interest at the interest rate then and thereafter applicable to Prime Rate Loans.

(e) Except as otherwise provided herein, a Term SOFR Loan or Term CORRA Loan may be continued or Converted only on the last day of an Interest Period (or Term CORRA Period, as applicable) for such Term SOFR Loan or Term CORRA Loan. During the existence of a Default or an Event of Default, no Loans may be requested as, Converted to or continued as Term SOFR Loans or Term CORRA Loans without the consent of the Required Lenders.

(f) The Agent shall promptly notify the Lead Borrower and the Lenders of the interest rate applicable to any Interest Period (or Term CORRA Period, as applicable) for Term SOFR Loans or Term CORRA Loans upon determination of such interest rate. At any time that Prime Rate Loans are outstanding, the Agent shall notify the Lead Borrower and the Lenders of any change in Bank of America's Index Rate used in determining the U.S. Index Rate or Canadian Index Rate, as applicable, promptly following the public announcement of such change.

(g) After giving effect to all Revolving Borrowings, all Conversions of Revolving Loans from one Type to the other, and all continuations of Revolving Loans as the same Type, there shall not be more than ten (10) Interest Periods (or Term CORRA Periods, as applicable) in effect for each Borrower with respect to each Type of Revolving Loan consisting of Term SOFR Loans or Term CORRA Loans.

(h) The Agent, the Revolving Lenders, the Swing Line Lender and the L/C Issuer shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Agent may, in its Reasonable Credit Judgment, make Permitted Overadvances without the consent of the any Borrower, the Lenders, the Swing Line Lender and the L/C Issuer and each Borrower and each Lender and L/C Issuer shall be bound thereby. Any Permitted Overadvance may, but shall not be required to, constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrowers and shall constitute a Prime Rate Loan and an Obligation and shall be repaid by the Borrowers in accordance with the provisions of Section 2.05(c). The making of any such Permitted Overadvance on any one occasion shall not obligate the Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations to purchase participations with respect to Letter of Credits or of Section 2.04 regarding the Revolving Lenders' obligations to purchase participations with respect to Swing Line Loans. The Agent shall have no liability for, and no

Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Agent with respect to Inadvertent Overadvances regardless of the amount of any such Overadvance(s).

(i) Each determination of an interest rate by the Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrowers and the Lenders in the absence of manifest error.

(j) The FILO Term Loan shall be made on the Effective Date and shall be a Term CORRA Loan with an Interest Period of one month.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Revolving Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Effective Date until the Letter of Credit Expiration Date, to issue Letters of Credit in Dollars or one or more Optional Currencies for the account of any Loan Party on its own behalf or on behalf of any of its Restricted Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.03(b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Lenders severally agree to participate in Letters of Credit issued for the account of a Loan Party (including on behalf of its Restricted Subsidiaries) and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Revolving Outstandings shall not exceed the Revolving Loan Cap, (y) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus such Revolving Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Revolving Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Revolving Lender's Total Revolving Commitments, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Lead Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrowers that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Effective Date shall be subject to and governed by the terms and conditions hereof. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary of the Parent, the applicable Borrowers shall be obligated to reimburse the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrowers hereby acknowledge that the issuance of Letters of Credit for the account of a Restricted Subsidiary of the Parent inures to the benefit of the Borrowers, and that the Borrowers' business derives substantial benefits from the businesses of such Restricted Subsidiaries.

(ii) The L/C Issuer shall not issue any Letter of Credit, if:

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Standby Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the L/C Issuer and the Agent have approved such expiry date; or

(B) the expiry date of such requested Commercial Letter of Credit would occur more than 120 days after the date of issuance, unless the L/C Issuer and the Agent have approved such expiry date; or

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless either such Letter of Credit is Cash Collateralized on or prior to the date of issuance of such Letter of Credit (or such later date as to which the Agent may agree) or all the Revolving Lenders have approved such expiry date; or

(D) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any applicable Laws applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the L/C Issuer in good faith deems material to it;

(E) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally;

(F) such Letter of Credit is to be denominated in a currency other than Dollars or an Optional Currency, except as may be approved by the Agent and the L/C Issuer, each in their sole discretion;

(G) the L/C Issuer does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency;

(H) such Letter of Credit contains any provisions for automatic reinstatement of the Stated Amount after any drawing thereunder; or

(I) any Revolving Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the applicable Borrower or such Revolving Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.16(a)(iv)) with respect to the Defaulting Lender arising from either (x) the Letter of Credit then proposed to be issued or (y) that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iii) The L/C Issuer shall not amend any Letter of Credit (A) if the L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof (unless such amendment is to reduce the face amount of such Letter of Credit, shorten the term of such Letter of Credit or eliminate any automatic renewal feature contained in such Letter of Credit or

renew such Letter of Credit) or (B) if the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(iv) The L/C Issuer shall act on behalf of the Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term “Agent” as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Lead Borrower delivered to the L/C Issuer (with a copy to the Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Lead Borrower. Such Letter of Credit Application may be sent by facsimile, by mail, by overnight courier, by electronic transmission using the system provided by the L/C Issuer, by personal delivery or by any other means acceptable to the L/C Issuer. Such Letter of Credit Application must be received by the L/C Issuer and the Agent not later than 11:00 a.m. at least two (2) Business Days (or such other date and time as the Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the Borrower or the Restricted Subsidiary for whose account the Letter of Credit is being issued, and (H) such other matters as the L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the L/C Issuer may reasonably require. Additionally, the Borrowers shall furnish to the L/C Issuer and the Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Agent may reasonably require.

(ii) Subject to the provisions of Section 2.03(b)(iv) hereof, promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Agent (by telephone or in writing) that the Agent has received a copy of such Letter of Credit Application from the Lead Borrower and, if not, the L/C Issuer will provide the Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Revolving Lender, the Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied or unless the L/C Issuer would not be permitted, or would have no obligation, at such time to issue such Letter of Credit under the terms hereof (by reason of the provisions of Section 2.03(a)(ii) or otherwise), then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the applicable Borrower (or the applicable Restricted Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer’s usual and

customary business practices. Immediately upon the issuance or amendment of each Letter of Credit, each Revolving Lender shall be deemed to (without any further action), and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer, without recourse or warranty, a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Lender's Applicable Percentage times the Stated Amount of such Letter of Credit. Upon any change in the Total Revolving Commitments under this Agreement, it is hereby agreed that with respect to all L/C Obligations, there shall be an automatic adjustment to the participations hereby created to reflect the new Applicable Percentages of the assigning and assignee Revolving Lenders.

(iii) If the Lead Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Standby Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Standby Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Standby Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Lead Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Standby Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Standby Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of Section 2.03(a)(ii) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from the Agent that the Required Revolving Lenders have elected not to permit such extension or (2) from the Agent, any Revolving Lender or the Lead Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) Any L/C Issuer (other than Bank of America or any of its Affiliates) shall notify the Agent in writing on each Business Day of all Letters of Credit issued on the prior Business Day by such L/C Issuer, provided that (A) until the Agent advises any such L/C Issuer that the provisions of Section 4.02 are not satisfied, or (B) the aggregate amount of the Letters of Credit issued in any such week exceeds such amount as shall be agreed by the Agent and the L/C Issuer, such L/C Issuer shall be required to so notify the Agent in writing only once each week of the Letters of Credit issued by such L/C Issuer during the immediately preceding week as well as the daily amounts outstanding for all Letters of Credit issued by it for the prior week, such notice to be furnished on such day of the week as the Agent and such L/C Issuer may agree. The L/C Issuer will also deliver (contemporaneously with the notification set forth in the first sentence hereof) to the Lead Borrower and the Agent a true and complete copy of such Letter of Credit or amendment.

(v) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Lead Borrower and the Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Lead Borrower and the Agent thereof. In the case of a Letter of Credit denominated in an Optional Currency, the applicable Borrower shall reimburse the L/C Issuer in such Optional Currency, unless (A) the L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the applicable Borrower shall have notified the L/C Issuer promptly following receipt of the notice of drawing that such Borrower will reimburse the L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Optional Currency, the L/C Issuer shall notify the applicable Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. The Borrowers may elect to reimburse the L/C Issuer in cash through the Agent in an amount equal to the amount of such drawing (A) on the date on which the Lead Borrower receives notice of any payment by the L/C Issuer under a Letter of Credit, if the Lead Borrower receives notice by 1:00 p.m., New York City time on such date, or (B) on the next Business Day if notice is not received by 1:00 p.m. on the date on which some notice is received (each such date described in the foregoing clauses (A) and (B), an “Honor Date”). If the Borrowers fail to so reimburse the L/C Issuer by such time on the relevant Honor Date, the Agent shall promptly notify each Revolving Lender of the Honor Date, the amount of the unreimbursed drawing (the “Unreimbursed Amount”), and the amount of such Revolving Lender’s Applicable Percentage thereof. In such event, the Lead Borrower shall be deemed to have requested a Revolving Borrowing of Prime Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Prime Rate Loans, but subject to the amount of the unutilized portion of the Revolving Loan Cap, and the conditions set forth in Section 4.02 (other than the delivery of a Revolving Loan Notice). Any notice given by the L/C Issuer or the Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender shall upon any notice from the Agent pursuant to Section 2.03(c)(i) make funds available to the Agent (and the Agent may apply Cash Collateral provided for this purpose) for the account of the L/C Issuer in Dollars or Canadian Dollars or, solely to the extent such Letter of Credit is denominated in Pounds or Euros, in the Dollar Equivalent at the Agent’s Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Lender that so makes funds available shall be deemed to have made a Revolving Loan that is a Prime Rate Loan to the applicable Borrower in such amount. The Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Borrowing of Prime Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the applicable Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate for Prime Rate Loans. In such event, each Revolving Lender’s payment to the Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Revolving Lender's Applicable Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the L/C Issuer, any Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default or Event of Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Lead Borrower of a Revolving Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrowers to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Agent for the account of the L/C Issuer any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), without limiting the other provisions of this Agreement, the L/C Issuer shall be entitled to recover from such Revolving Lender (acting through the Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the applicable Bank Rate, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Revolving Loan included in the relevant Revolving Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Revolving Lender (through the Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Lender its L/C Advance in respect of such payment in accordance with Section 2.03(c), if the L/C Issuer, or the Agent for the account of the L/C Issuer, receives any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrowers or otherwise, including proceeds of Cash Collateral applied thereto by the Agent pursuant to Section 2.03(g)), the L/C Issuer shall distribute any payment it receives to the Agent and the Agent will distribute to such Revolving Lender its Applicable Percentage thereof (appropriately adjusted, in the case of interest payments, (x) to reflect the period of time during which such Revolving Lender's L/C Advance was outstanding and (y) whether such payment is owed to a Lender in the same funds as those received by the Agent.

(ii) If any payment received by the L/C Issuer or by Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Lender shall pay to the Agent for the account of the L/C Issuer its Applicable Percentage thereof on demand of the Agent, plus interest thereon from the date of such demand to the

date such amount is returned by such Revolving Lender, at a rate per annum equal to the applicable Bank Rate from time to time in effect. The obligations of the Revolving Lenders under this clause shall survive the Payment in Full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrowers to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrowers or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by the L/C Issuer of any requirement that exists for the L/C Issuer's protection and not the protection of the Borrowers or any waiver by the L/C Issuer which does not in fact materially prejudice the Borrowers;

(v) any honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(vi) any payment made by the L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under, such Letter of Credit if presentation after such date is authorized by the ISP or the UCP, as applicable;

(vii) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrowers or any of their Subsidiaries;

(ix) any adverse change in the relevant exchange rates or in the availability of the relevant Optional Currency to the Borrowers or any of their Subsidiaries or in the relevant currency markets generally; or

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

The Lead Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of non-compliance with the Lead Borrower's instructions or other irregularity, the Lead Borrower will promptly notify the L/C Issuer.

(f) Role of L/C Issuer. Each Revolving Lender and each Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Loan Party or to any Revolving Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Revolving Lenders or the Required Revolving Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence, bad faith or willful misconduct; (iii) any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit or any error in interpretation of technical terms; (iv) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document, or (v) any action, neglect or omission under or in connection with any Letter of Credit or Issuer Documents, including, without limitation, the issuance or amendment of any Letter of Credit, the failure to issue or amend any Letter of Credit, or the honoring or dishonoring of any demand under any Letter of Credit, and such action or neglect or omission will be binding upon the Loan Parties and the Revolving Lenders; provided that the Borrowers may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the applicable Borrower, to the extent, but only to the extent, of any direct, as opposed to punitive, consequential or exemplary, damages suffered by the applicable Borrower as determined pursuant to a final and non-appealable judgment of a court of competent jurisdiction were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary or transferee of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. The Borrowers hereby assume all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrowers' pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) Cash Collateral. If, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the applicable Borrower shall, in each case,

immediately Cash Collateralize the then-Outstanding Amount of all L/C Obligations in an amount equal to 104% of the Outstanding Amount of all L/C Obligations, pursuant to documentation in form and substance reasonably satisfactory to the Agent and the L/C Issuer (which documents are hereby consented to by the Revolving Lenders). Sections 2.05, 2.06(c) and 8.02(c) set forth certain additional requirements to deliver Cash Collateral hereunder. Each of the Borrowers hereby grants to the Agent a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing to secure all Obligations. Such cash collateral shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America. If at any time the Agent determines that any funds held as cash collateral are subject to any right or claim of any Person other than the Agent or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the applicable Borrower will, forthwith upon demand by the Agent, pay to the Agent, as additional funds to be deposited as cash collateral, an amount equal to the excess of (x) such aggregate Outstanding Amount over (y) the total amount of funds, if any, then held as cash collateral that the Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as cash collateral, such funds shall be applied to reimburse the L/C Issuer for the amount of such drawing and, to the extent not so applied, shall thereafter be applied to satisfy other Obligations. The Agent may, at any time and from time to time after the initial deposit of Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations.

(h) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the L/C Issuer and the Lead Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (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. Notwithstanding the foregoing, the L/C Issuer shall not be responsible to the Borrowers for, and the L/C Issuer's rights and remedies against the Borrowers shall not be impaired by, any action or inaction of the L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where the L/C Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(i) Letter of Credit Fees. Each Borrower shall pay to the Agent for the account of each Revolving Lender in accordance with its Applicable Percentage a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit issued for the account of a Loan Party or any Subsidiary equal to the Applicable Rate times the daily Stated Amount (or, with respect to a Letter of Credit issued in Euros or Pounds Sterling, at the Dollar Equivalent of the daily Stated Amount as determined by the Agent) under each such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit). For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of the Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) due and payable on the the first day of each February, May, August, and November, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand, and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such Fiscal Quarter that such Applicable Rate was in

effect. Notwithstanding anything to the contrary contained herein, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate as provided in Section 2.08(b) hereof.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. Each Borrower shall pay directly to the L/C Issuer for its own account a fronting fee with respect to each Letter of Credit, at a rate equal to 0.125% per annum, computed on the daily amount available to be drawn under such Letter of Credit and on a quarterly basis in arrears. Such fronting fees shall be due and payable on the the first day of each February, May, August, and November, commencing with the first such date to occur after the issuance of such Letter of Credit on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of the Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrowers shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, negotiation, amendment, extension and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees, in reliance upon the agreements of the other Revolving Lenders set forth in this Section 2.04, to make loans (each such loan, a “Swing Line Loan”) to the applicable Borrower from time to time on any Business Day during the Availability Period in Canadian Dollars in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Loans and L/C Obligations of the Revolving Lender acting as Swing Line Lender, may exceed the amount of such Revolving Lender’s Revolving Commitment; provided, however, that after giving effect to any Swing Line Loan, (x) the Total Revolving Outstandings shall not exceed the Revolving Loan Cap, (y) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus such Revolving Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Revolving Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Revolving Lender’s Total Revolving Commitments, and (z) the Outstanding Amount of the Swing Line Loans shall not exceed the Swing Line Sublimit; and provided, further, that the Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan, and provided further that the Swing Line Lender shall not be obligated to make any Swing Line Loan if it shall determine (which determination shall be conclusive and binding absent manifest error) that it has, or by such Credit Extension may have, Fronting Exposure. Within the foregoing limits, and subject to the other terms and conditions hereof, each Borrower may borrow under this Section 2.04, prepay under Section 2.05, and re-borrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Lender’s Applicable Percentage multiplied by the amount of such Swing Line Loan. The Swing Line Lender shall have all of the benefits and immunities (A) provided to the Agent in Article IX with respect to any acts taken or omissions suffered by the Swing Line Lender in connection with Swing Line Loans made by it or proposed to be made by it as if the term “Agent” as

used in Article IX included the Swing Line Lender with respect to such acts or omissions, and (B) as additionally provided herein with respect to the Swing Line Lender.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Lead Borrower's irrevocable notice to the Swing Line Lender and the Agent (in each case, at the Agent's Office), which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Agent not later than 11:00 a.m. (or, with respect to a notice requesting a Swing Line Loan, 1:00 p.m.) on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of C\$100,000, (ii) the requested borrowing date, which shall be a Business Day, (iii) the Borrower for whom the Swing Line Loan is requested, and (iv) the amount and currency of such Swing Line Loan. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Lead Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Agent (by telephone or in writing) that the Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Agent at the request of the Required Revolving Lenders prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the provisos to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender may, not later than 4:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the applicable Borrower either by (i) crediting the account of the applicable Borrower on the books of Bank of America with the amount of such funds or (ii) wire transferring such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Swing Line Lender by the Lead Borrower; provided, however, that if, on the date of the proposed Swing Line Loan, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the applicable Borrower as provided above.

(c) Refinancing of Swing Line Loans.

(i) In addition to settlements required under Section 2.14 hereof, the Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the applicable Borrower (which hereby irrevocably authorize the Swing Line Lender to so request on their behalf), that each Revolving Lender make a Canadian Index Rate Loan in an amount equal to such Revolving Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Revolving Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Canadian Index Rate Loans, but subject to the unutilized portion of the Revolving Loan Cap and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Lead Borrower with a copy of the applicable Revolving Loan Notice promptly after delivering such notice to the Agent. Each Revolving Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Revolving Loan Notice available to the Agent in immediately available funds for the account of the Swing Line Lender at the Agent's Office not later than 1:00 p.m. on the day specified in such Revolving Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a

Canadian Index Rate Loan to the applicable Borrower in such amount. The Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Borrowing in accordance with Section 2.04(c)(i), the request for Canadian Index Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the applicable Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the applicable Bank Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Revolving Loan included in the relevant Revolving Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or an Event of Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the applicable Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender, or the Agent on behalf of the Swing Line Lender, receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute such payment to the Agent and the Agent shall distribute to each such Revolving Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender, or the Agent on behalf of the Swing Line Lender, in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each

Revolving Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the applicable Bank Rate. The Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Revolving Lenders under this clause shall survive the Payment in Full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the applicable Borrower for interest on the Swing Line Loans. Until each Revolving Lender funds its Canadian Index Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Agent not later than 11:00 a.m. (A) three (3) Business Days prior to any date of prepayment of Term SOFR Loans, Term CORRA Loans and Canadian Index Rate Loans, and (B) on the date of prepayment of Prime Rate Loans (other than Canadian Index Rate Loans); (ii) any prepayment of Term SOFR Loans and Term CORRA Loans shall be in a principal amount of in the case of Term CORRA Loans, C\$5,000,000 (or in the case of Term SOFR Loans, \$5,000,000) or a whole multiple of in the case of Term CORRA Loans, C\$1,000,000 (or in the case of Term SOFR Loans, \$1,000,000) in excess thereof, or, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of FILO Term Loans shall be subject to Sections 2.05(f) and (g) below. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Term SOFR Loans or Term CORRA Loans, the Interest Period(s) (or Term CORRA Period(s), as applicable) of such Loan. The Agent will promptly notify each applicable Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term SOFR Loan or Term CORRA Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.09(c) and Section 3.05, as applicable. Subject to Section 2.16, each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Swing Line Lender (with a copy to the Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that such notice must be received by the Swing Line Lender and the Agent not later than 1:00 p.m. on the date of the prepayment. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason (other than on account of Permitted Overadvances) the Total Revolving Outstandings at any time exceed the Revolving Loan Cap as then in effect, the Borrowers

shall immediately prepay the Revolving Loans and L/C Borrowings in an aggregate amount equal to such excess, and if there remains an excess, at the option of the Agent or upon the direction of the Required Revolving Lenders, Cash Collateralize the L/C Obligations (other than L/C Borrowings) in an amount equal to 104% of the outstanding L/C Obligations; provided, however, that the Borrowers shall not be required to Cash Collateralize the L/C Obligations (other than L/C Borrowings) pursuant to this Section 2.05(c) unless after the prepayment in full of the Revolving Loans the Total Revolving Outstandings exceed the Revolving Loan Cap as then in effect and the Agent so elects (or the Required Revolving Lenders so direct).

(d) [reserved].

(e) Subject to Section 2.05(l), if for any reason a Revolving Overadvance exists, the Borrowers shall, upon notification by the Agent, immediately prepay the Revolving Loans and L/C Borrowings and, at the option of the Agent or upon the direction of the Required Revolving Lenders, Cash Collateralize the L/C Obligations (other than L/C Borrowings) in an aggregate amount equal to such Revolving Overadvance; provided, however, that the Borrowers shall not be required to Cash Collateralize the L/C Obligations (other than L/C Borrowings) pursuant to this Section 2.05(e) unless after the prepayment in full of the Revolving Loans the Total Revolving Outstandings exceed the Revolving Loan Cap as then in effect and the Agent so elects (or the Required Revolving Lenders so direct).

(f) The Borrowers shall not be permitted to repay the FILO Term Loan until the Revolving Loans are paid in full and the Revolving Commitments have been terminated, unless (i) the Prepayment Conditions shall be satisfied or (ii) pursuant to the mandatory prepayment of the FILO Term Loans as required by Section 2.05(g), (h) or (i) below; provided that such prepayment must be made on a Thursday (or if such Thursday is not a Business Day, then the following Business Day).

(g) The Borrowers shall repay the FILO Term Loans if the outstanding principal amount of FILO Term Loans are in excess of the Borrowing Base (without giving effect to clause (d) thereof) and there are no outstanding Revolving Loans or L/C Borrowings and all L/C Obligations (other than L/C Borrowings) have been Cash Collateralized in an amount equal to 104% of the outstanding L/C Obligations in an aggregate amount not to exceed such excess.

(h) To the extent required pursuant to the provisions of Section 6.12 hereof, the Borrowers shall prepay the Loans and, after the occurrence and, at the option of the Agent or upon the direction of the Required Revolving Lenders, during the continuance of an Event of Default or to the extent required by the provisions of Sections 2.06(c)-(e), Cash Collateralize the L/C Obligations in an amount equal to 104% of the outstanding L/C Obligations.

(i) The Borrowers shall prepay the Loans (including L/C Borrowings) and, after the occurrence and, at the option of the Agent or upon the direction of the Required Revolving Lenders, during the continuance of an Event of Default or to the extent required by the provisions of Sections 2.06(c)-(e), Cash Collateralize the other L/C Obligations, in an amount equal to the Net Proceeds received by a Loan Party, Restricted Subsidiary or Pledgor Unrestricted Subsidiary on account of a Prepayment Event (other than during the continuance of an Event of Default, after giving effect to any application of such Net Proceeds to negative cash balances in the Controlled Accounts), which prepayment shall be made as soon as practicable, but in any event within than two (2) Business Days of receipt of such Net Proceeds and will be made irrespective of whether a Cash Dominion Event then exists and is continuing.

(j) [reserved].

(k) Subject to Section 8.03, all mandatory prepayments made pursuant to this Section 2.05 on account of the Obligations, first, shall be applied ratably to the L/C Borrowings and the Swing Line Loans made to the Borrowers, second, shall be applied ratably to the outstanding Revolving Loans, third, after the occurrence and during the continuance of an Event of Default, shall be used to Cash Collateralize the remaining L/C Obligations, fourth, the amount remaining, if any, after the prepayment in full of all L/C Borrowings made to the Borrowers and Revolving Loans outstanding at such time, at the option of the Agent or upon the direction of the Required Revolving Lenders, shall be used to Cash Collateralize the remaining L/C Obligations (to the extent required hereunder) in full, and fifth, shall be applied ratably to the Outstanding Amount of FILO Term Loans, in accordance with Sections 2.05(f), (g), (h) and (i), and, sixth, the amount remaining, if any, after the prepayment in full of all L/C Borrowings made to the Borrowers and Revolving Loans and FILO Term Loans outstanding at such time, and, at the option of the Agent or upon the direction of the Required Revolving Lenders, the Cash Collateralization of the remaining L/C Obligations (to the extent required hereunder) in full, shall be deposited by the Agent in a deposit account of a Borrower and may be utilized by such Borrower in the ordinary course of its business to the extent otherwise permitted hereunder. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrowers or any other Loan Party) to reimburse the L/C Issuer or the Revolving Lenders, as applicable, and, to the extent not so applied, shall thereafter be applied to satisfy other Obligations.

(l) In the case of Loans and Letters of Credit denominated in Optional Currencies or any other currencies other than Dollars, the Agent shall with the delivery of each Borrowing Base Certificate, and may, at its discretion, at other times, recalculate the aggregate exposure under such Loans and Letters of Credit denominated in Optional Currencies or such other currencies at any time to account for fluctuations in exchange rates affecting the Optional Currencies in which any such non-Dollar Loans and Letters of Credit are denominated. The Borrowers shall promptly (but in any event, within two (2) Business Days after the Lead Borrower receives notice of such currency recalculation) make payments in accordance with the provisions of Section 2.05(c), (d) and (e) hereof, to the extent necessary as a result of any such recalculation. For clarity, until any payments required under this Section 2.05(l) are made, the Borrowers may not obtain any new Credit Extensions from the Lenders or the L/C Issuer.

(m) Subject to Section 2.05(l), if for any reason cash in all Accounts maintained by the Loan Parties exceeds C\$40,000,000 in the aggregate for all such Accounts (after giving effect to the borrowings and the use of proceeds thereof (through the next succeeding day)), the Loan Parties shall, immediately prepay the Revolving Loans in an aggregate amount equal to such amount of cash in excess of C\$40,000,000 in all Accounts maintained by the Loan Parties.

2.06 Termination or Reduction of Commitments.

(a) [reserved].

(b) [reserved].

(c) Each Borrower may, upon irrevocable notice from the Lead Borrower to the Agent (except as set forth below), terminate the Aggregate Revolving Commitments or the Letter of Credit Sublimit or the Swing Line Sublimit for such Borrower or from time to time permanently reduce in part the Aggregate Revolving Commitments or the Letter of Credit Sublimit or such Swing Line

Sublimit; provided that (i) any such notice shall be received by the Agent not later than 1:00 p.m. (Toronto time) five (5) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of C\$5,000,000 or any whole multiple of C\$1,000,000 in excess thereof and (iii) such Borrower shall not reduce (A) the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Outstandings would exceed the Aggregate Revolving Commitments, (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations (other than L/C Borrowings) not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, and (C) the Swing Line Sublimit of such Borrower if, after giving effect thereto, and to any concurrent payments hereunder, the Outstanding Amount of Swing Line Loans made to such Borrower hereunder would exceed such Swing Line Sublimit.

(d) [reserved].

(e) If, after giving effect to any reduction of the Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit for the Borrowers exceeds the amount of the Revolving Commitments, such Letter of Credit Sublimit or such Swing Line Sublimit shall be automatically reduced by the amount of such excess.

(f) The Agent will promptly notify the Revolving Lenders of any termination or reduction of the Letter of Credit Sublimit, Swing Line Sublimit or Revolving Commitments under this Section 2.06. Upon any reduction of any such Revolving Commitments of each applicable Revolving Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees (including, without limitation, Commitment Fees and Letter of Credit Fees) and interest in respect of the Total Revolving Commitments accrued until the effective date of any termination of the Total Revolving Commitments shall be paid on the effective date of such termination.

2.07 Repayment of Obligations.

Except as provided in Section 10.11 with respect to the collateralization of the Other Liabilities, the Borrowers shall repay on the Termination Date all Revolving Obligations outstanding on such date (other than contingent indemnification claims for which a claim has not been asserted) and shall cause each Letter of Credit to be returned to the L/C Issuer undrawn or shall Cash Collateralize all L/C Obligations (to the extent not previously Cash Collateralized as required herein). The Borrowers shall repay to the FILO Agent for the account of the FILO Term Loan Lenders, the then unpaid principal amount of the FILO Term Loan, together with all accrued and unpaid interest thereon, on the Termination Date. Amounts so repaid (or prepaid) on account of the FILO Term Loan may not be reborrowed.

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) and Sections 3.03(b) and 3.03(i) below, (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Margin for Revolving Loans (if such Term SOFR Loan is a Revolving Loan); (ii) each Term CORRA Loan shall bear interest on the outstanding principal amount thereof for each Term CORRA Period at a rate per annum equal to Adjusted Term CORRA for such Term CORRA Period plus the Applicable Margin for Revolving Loans (if such Term CORRA Loan is a Revolving Loan) or for FILO Term Loans (if such Term CORRA Loan is a FILO Term Loan), as applicable; (iii) each Prime Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable

borrowing date at a rate per annum equal to the Canadian Index Rate or the U.S. Index Rate, as applicable, plus the Applicable Margin for Revolving Loans (if such Prime Rate Loan is a Revolving Loan) or for FILO Term Loans (if such Prime Rate Loan is a FILO Term Loan), as applicable; and (iv) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum as provided in Section 2.02 plus the Applicable Margin for such Type of Loans.

(b) If any amount payable under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law until such amount is paid in full.

(i) If any other Event of Default occurs and is continuing, then the Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all outstanding Obligations shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate and thereafter such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Law.

(ii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Except as provided in Section 2.08(b)(iii), interest on (i) each Revolving Loan shall be due and payable in arrears to the Agent and (ii) each FILO Term Loan shall be due and payable in arrears to the FILO Agent on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) The Agent may make Conforming Changes from time to time with respect to SOFR, Term SOFR, CORRA, Term CORRA or any Successor Rate. Notwithstanding anything to the contrary in any Loan Document, any amendment implementing such changes shall be effective without further action or consent of any party to any Loan Document. Agent shall post or provide each such amendment to the Lenders and Lead Borrower reasonably promptly after it becomes effective.

2.09 Fees. In addition to certain fees described in subsections (i) and (j) of Section 2.03:

(a) Commitment Fee. Each Borrower shall pay to the Agent for the account of each Revolving Lender (other than a Defaulting Lender) in accordance with its Applicable Percentage, a commitment fee equal to the Commitment Fee Percentage multiplied by the actual daily amount by which the Aggregate Revolving Commitments exceed the Total Revolving Outstandings (excluding outstanding Swing Line Loans) (subject to adjustment as provided in Section 2.16) during the immediately preceding Fiscal Quarter (such fees, the "Commitment Fee"). The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be calculated in Canadian Dollars as of the end of each quarter and shall be due and payable quarterly in arrears in Canadian Dollars on the the first day of each February, May, August, and November, commencing with the first such date to occur after the Effective Date, and on the last day of the Availability Period. The Commitment Fee shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(b) Other Fees. The Borrowers shall pay to the applicable Credit Parties for their own respective accounts fees in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(c) Applicable FILO Premium. Upon the occurrence of an Applicable FILO Premium Trigger Event, the Borrower shall pay to the FILO Agent, for the account of the FILO Term Loan Lenders in accordance with their pro rata shares, the Applicable FILO Premium. If the Borrower is not permitted to pay the Applicable FILO Premium as a result of Sections 2.05(f), (g) or (i) or 8.03 otherwise or does not pay, or is not permitted to pay, such Applicable FILO Premium in cash when due, then such Applicable FILO Premium shall immediately and automatically be capitalized and added to the outstanding principal amount of FILO Term Loans and shall thereafter bear interest in accordance with Section 2.08. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if the FILO Term Loans are accelerated as a result of the occurrence and continuance of any Event of Default (including as a result of the commencement of any insolvency proceeding or by operation of law or otherwise), the Applicable FILO Premium determined as of the date of such Applicable FILO Premium Trigger Event will also be due and payable and will be treated and deemed as though the FILO Term Loans were prepaid and the Aggregate FILO Term Loan Commitments were terminated as of such date and shall constitute part of the Obligations for all purposes herein. The Applicable FILO Premium shall also be payable in the event the FILO Term Loans are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means. Any Applicable FILO Premium payable in accordance with this Section 2.09(c) shall be presumed to be equal to the liquidated damages sustained by the FILO Term Lenders as the result of the occurrence of the Applicable FILO Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE FILO PREMIUM IN CONNECTION WITH ANY ACCELERATION. The Loan Parties expressly agree that: (A) the Applicable FILO Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable FILO Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable FILO Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable FILO Premium is a material inducement to the FILO Term Lenders to provide the FILO Term Loans, and (F) the Applicable FILO Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the FILO Term Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the FILO Term Lenders or profits lost by the FILO Term Lenders as a result of such Applicable Premium FILO Trigger Event. The Loan Parties acknowledge and agree that the Applicable FILO Premium is not intended to act as a penalty or to punish the Loan Parties for any such prepayment or other event of occurrence.

(d) Delayed Draw FILO Term Loan Fee. From and after the Effective Date and until the date on which the Delayed Draw FILO Term Loan Commitments have been fully drawn, the Borrower shall pay to the FILO Agent for the account of the Delayed Draw FILO Term Lenders, in accordance with their pro rata shares, a fee which shall accrue at the same interest rate as applied to FILO Term Loans outstanding at the time on the amount of Delayed Draw FILO Term Loan Commitments outstanding at such time (such fee, a "Delayed Draw FILO Term Loan Commitment Fee"). All accrued and unpaid Delayed Draw FILO Term Loan Commitment Fees shall be due and

payable in cash on each Interest Payment Date for FILO Term Loans. The Delayed Draw FILO Term Loan Commitment Fee shall be payable in Canadian Dollars.

2.10 Computation of Interest and Fees

(a) All computations of interest for Prime Rate Loans and for Term CORRA Loans shall be made on the basis of a year of 365 days and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed or, in the case of interest in respect of Loans denominated in Optional Currencies as to which market practice differs from the foregoing, in accordance with such market practice. Interest shall accrue on each Loan, and Commitment Fees shall be calculated, for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Letter of Credit Fees shall accrue for each day on which the Letter of Credit is issued, and shall not accrue on a Letter of Credit on the day on which Letter of Credit is terminated or expires. Each determination by the Agent or FILO Agent, as applicable, of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (three hundred sixty (360) days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (three hundred sixty-five (365) or three hundred sixty-six (366), as applicable) and divided by the number of days in the shorter period (three hundred sixty (360) days, in the example). Each Loan Party confirms that it fully understands and is able to calculate the rate of interest applicable to Loans and Other Liabilities based on the methodology for calculating per annum rates provided for in this Agreement and each Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement or to any other Loan Documents, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to the Loan Parties as required pursuant to Section 4 of the *Interest Act* (Canada).

(c) If any provision of this Agreement or of any of the other Loan Documents would obligate a Loan Party to make any payment of interest or other amount payable to any of the Agent or any Lender under this Agreement or any other Loan Document in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by any of the Agent or any 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 the Agent or any Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Agent or any Lender under this Section 2.10, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Agent or any Lender which would constitute “interest” for purposes of Section 347 of the *Criminal Code* (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Agent or any Lender shall have received an amount in excess of the maximum permitted by that Section of the *Criminal Code* (Canada), the Loan Parties shall be entitled, by notice in writing to the Agent or such Lender, to obtain reimbursement from such party in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Agent or such Lender to the Borrowers. Any amount or rate of interest referred to in this Section 2.10(c) 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 remains outstanding with the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code* (Canada)) shall be included in the calculation of such effective rate and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Agent shall be conclusive for the purposes of such determination.

(d) All calculations of interest payable by the Loan Parties under this Agreement or any other Loan Document are to be made on the basis of the nominal interest rate described herein and therein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest which principle does not apply to any interest calculated under this Agreement or any Loan Document. The parties hereto acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Agent or FILO Agent, as applicable (the “Loan Account”) in the ordinary course of business. In addition, each Lender may record in such Lender’s internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Agent or FILO Agent, as applicable, and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Agent or FILO Agent, as applicable, in respect of such matters, the accounts and records of the Agent or FILO Agent, as applicable, shall control in the absence of manifest error. Upon the request of any Lender made through the Agent or FILO Agent, as applicable, the Borrowers shall execute and deliver to such Lender (through the Agent or FILO Agent, as applicable) a Note, which shall evidence such Lender’s Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender’s Note and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Revolving Lender and the Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Agent or FILO Agent, as applicable, and the accounts and records of any Revolving Lender in respect of such matters, the accounts and records of the Agent or FILO Agent, as applicable, shall control in the absence of manifest error.

2.12 Payments Generally; Agent’s Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise

expressly provided herein, all payments by the Borrowers hereunder shall be made to the Agent, for the account of the respective Lenders to which such payment is owed, at the Agent's Office in the United States or Canada, as applicable, in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein; provided that for the avoidance of doubt, the FILO Obligations shall be paid in Canadian dollars. Without limiting the generality of the foregoing, the Agent may require that any payments due under this Agreement be made in the United States dollars (other than the FILO Obligations). If, for any reason, a Borrower is prohibited by any applicable Law from making any required payment hereunder in an Optional Currency, such Borrower shall make such payment in Dollars in the Dollar Equivalent of the Optional Currency payment amount.

(b) The Agent will, subject to Section 2.14 hereof, promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Agent in Dollars after 2:00 p.m., or after the Applicable Time specified by the Agent in the case of payments in an Optional Currency, shall, at the option of the Agent, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day (other than with respect to payment of a Term SOFR Loan or Term CORRA Loan), and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Currency. Letters of Credit denominated in an Optional Currency shall be reimbursed by the applicable Borrower in that Optional Currency. All obligations of the Lenders with respect to Letters of Credit will be immediately due and payable in Dollars, provided that the amount of any amounts denominated in an Optional Currency will be redenominated into Dollars.

(d) Funding by Lenders; Presumption by Agent. Unless the Agent shall have received notice from a Lender prior to (A) the proposed date of any Borrowing of Term SOFR Loans or Term CORRA Loans (or in the case of any Borrowing of Prime Rate Loans, prior to 12:00 noon on the date of such Borrowing), or (B) the date that such Lender's participation in a Letter of Credit or Swing Line Loan is required to be funded, that such Lender will not make available to the Agent such Lender's share of such Borrowing or participation, the Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Prime Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02), Section 2.03 or Section 2.05, as applicable, and may, in reliance upon such assumption, make available to the Borrowers, the L/C Issuer or the Swing Line Lender, as applicable, a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing or participation available to the Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Agent, at (A) in the case of a payment to be made by such Lender, the applicable Bank Rate plus any administrative processing or similar fees customarily charged by the Agent in connection with the foregoing, and (B) in the case of a payment to be made by any Borrower, the interest rate applicable to Prime Rate Loans. If the Borrowers and such Lender shall pay such interest to the Agent for the same or an overlapping period, the Agent shall promptly remit to the applicable Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing or participation to the Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing or participation in such Letter of Credit or Swing Line

Loan. Any payment by a Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Agent.

(i) Payments by Borrowers; Presumptions by Agent. Unless the Agent shall have received notice from the Lead Borrower prior to the date on which any payment is due to the Agent for the account of the Lenders or any L/C Issuer hereunder that the Borrowers will not make such payment, the Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuers, as the case may be, the amount due.

With respect to any payment that the Agent makes for the account of the Lenders or any L/C Issuer hereunder as to which the Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the “Rescindable Amount”): (1) the Borrowers have not in fact made such payment; (2) the Agent has made a payment in excess of the amount so paid by the Borrowers (whether or not then owed); or (3) the Agent has for any reason otherwise erroneously made such payment; then each of the Lenders or the applicable L/C Issuers, as the case may be, severally agrees to repay to the Agent forthwith on demand the Rescindable Amount so distributed to such Lender or such L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Agent, at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation.

A notice of the Agent to any Lender or the Borrower with respect to any amount owing under this clause (c) shall be conclusive, absent manifest error.

(e) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof (subject to the provisions of the last paragraph of Section 4.02 hereof), the Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(f) Obligations of Lenders Several. The obligations of the Revolving Lenders hereunder to make Revolving Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments hereunder are several and not joint. The obligations of the FILO Term Lenders hereunder to make FILO Term Loans and to make payments hereunder are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment hereunder on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment hereunder.

(g) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Credit Party shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of, interest on, or other amounts with respect to, any of the Obligations resulting in such Credit Party’s receiving payment of a proportion of the aggregate amount of such Obligations greater than its pro rata share thereof as provided

herein (including as in contravention of the priorities of payment set forth in Section 8.03), then the applicable Credit Party receiving such greater proportion shall (a) notify the Agent of such fact, and (b) purchase (for cash at face value) participations in the Obligations of the other applicable Credit Parties, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the applicable Credit Parties ratably and in the priorities set forth in Section 8.03, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any Eligible Assignee or Participant, other than to the Lead Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Revolving Lenders

(a) The amount of each Revolving Lender's Applicable Percentage of outstanding Loans (including, for clarity, outstanding Swing Line Loans), shall be computed weekly (or more frequently in the Agent's discretion) and shall be adjusted upward or downward based on all Revolving Loans and repayments of Revolving Loans received by the Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Agent.

(b) The Agent shall deliver to each of the Revolving Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Revolving Loans for the period and the amount of repayments received for the period. As reflected on the summary statement, each Revolving Lender shall transfer to the Agent (as provided below) or the Agent shall transfer to each Revolving Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Revolving Loans made by each Revolving Lender shall be equal to such Revolving Lender's Applicable Percentage of all Revolving Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Agent by the Revolving Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Revolving Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Agent. If and to the extent any Revolving Lender shall not have so made its transfer to the Agent, such Revolving Lender agrees to pay to the Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Agent, equal to the applicable Bank Rate plus any

administrative, processing, or similar fees customarily charged by the Agent in connection with the foregoing.

2.15 Increase in Revolving Commitments.

(a) Request for Increase. So long as (i) no Default or Event of Default then exists or would arise therefrom and (ii) the FILO Agent (in its sole discretion) has provided written consent to an increase in the Aggregate Revolving Commitments pursuant to this Section 2.15, then, upon notice to the Agent (which shall promptly notify the Lenders), the Lead Borrower may from time to time, request an increase in the Aggregate Revolving Commitments by an amount (for all such requests) not exceeding C\$125,000,000; provided that any such request for an increase shall be in a minimum amount of C\$25,000,000. At the time of sending such notice, the Lead Borrower (in consultation with the Agent) shall specify the time period within which each Revolving Lender is requested to respond (which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the Revolving Lenders).

(b) Revolving Lender Elections to Increase. Each Lender shall notify the Agent within such time period whether or not it agrees to increase its applicable Revolving Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment.

(c) Notification by Agent; Additional Revolving Lenders. The Agent shall notify the Lead Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Agent, the L/C Issuer and the Swing Line Lender, to the extent that the existing Lenders decline to increase their Total Revolving Commitments to the amount requested by the Lead Borrower, the Agent, in consultation with the Lead Borrower, will use its commercially reasonable efforts to arrange for other Eligible Assignees to become a Revolving Lender hereunder (each such Revolving Lender, an "Additional Commitment Lender") and to issue commitments in an amount equal to the amount of the increase in the Aggregate Revolving Commitments requested by the Lead Borrower and not accepted by the existing Lenders (and the Lead Borrower may also invite additional Eligible Assignees to become Revolving Lenders), provided, however, that without the consent of the Agent, at no time shall the Commitment of any Additional Commitment Lender be less than C\$5,000,000.

(d) Effective Date and Allocations. If the Aggregate Revolving Commitments are increased in accordance with this Section, the Agent, in consultation with the Lead Borrower, shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Agent shall promptly notify the Lead Borrower and the Revolving Lenders of the final allocation of such increase and the Increase Effective Date and on the Increase Effective Date (i) the Aggregate Revolving Commitments, under, and for all purposes of, this Agreement shall be increased by the aggregate amount of such Commitment Increases, and (ii) Schedule 2.01 shall be deemed modified, without further action, to reflect the revised Commitments and Applicable Percentages of the Revolving Lenders.

(e) Conditions to Effectiveness of Increase. As a condition precedent to such increase, (i) the Lead Borrower shall deliver to the Agent a certificate of each Loan Party dated as of the Increase Effective Date signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (B) in the case of the applicable Borrower, certifying that, before and after giving effect to such increase,

(1) the representations and warranties contained in Article VI and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date and in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects, and except that for purposes of this Section 2.15, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01, and (2) no Default or Event of Default exists or would arise therefrom, (ii) the Borrowers, the Agent, and any Additional Commitment Lender shall have executed and delivered a Lender Joinder Agreement; (iii) the Borrowers shall cause to be delivered to the Agent an updated flood hazard determination with respect to each Mortgaged Property, duly executed and acknowledged by the appropriate Loan Parties, and evidence of flood insurance, in each case each acceptable to the Agent and as required by Section 6.07; (iv) the applicable Borrower shall have paid such fees and other compensation to the Additional Commitment Lenders and to any Lenders increasing their Commitments as the Lead Borrower and each such Person shall agree; (v) the applicable Borrower shall have paid such arrangement fees to Bank of America as the Lead Borrower and the Agent may agree; (vi) if reasonably requested by the Agent, the Borrowers shall deliver an opinion or opinions, in form and substance reasonably satisfactory to the Agent, from counsel to the Borrowers reasonably satisfactory to the Agent and dated such date; and (vii) the Borrowers and the Additional Commitment Lender shall have delivered such other instruments, documents and agreements as the Agent may reasonably have requested. On the Increase Effective Date, there shall be an automatic adjustment to the Applicable Percentage of each Revolving Lender to reflect the new Applicable Percentages of the Revolving Lenders.

(f) Other Provisions That portion of the Total Revolving Commitment of each Lender and Additional Commitment Lender constituting its portion of any Commitment Increase under this Section 2.15(f) (i)(A) shall bear interest and be entitled to receive letter of credit fees at the rates provided for with respect to the Commitments of Lenders in existence as of the Effective Date (as such rate may be amended), and (B) shall receive Commitment Fees based on the Commitment Fee applicable to Lenders as in effect on the Effective Date (as such fee may be amended), (ii) shall terminate on the Termination Date, and (iii) shall otherwise be on the same (or more restrictive) terms as set forth in, and be entitled to the benefits of, this Agreement and the other Loan Documents to the same extent as a Lender (including, without limitation, being subject to the Borrowing Base).

(g) Conflicting Provisions. This Section shall supersede any provisions in Sections 2.13 or 10.01 to the contrary.

2.16 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "Required Lenders" and "Required Revolving Lenders" and Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Agent or FILO Agent, as applicable, for the account of

such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Agent or FILO Agent, as applicable, from a Defaulting Lender pursuant to Section 10.08 shall be applied at such time or times as may be determined by the Agent or FILO Agent, as applicable, as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Agent or FILO Agent, as applicable, hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the L/C Issuer or Swing Line Lender hereunder; *third*, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender; *fourth*, as the Lead Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; *fifth*, if so determined by the Agent and the Lead Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or the Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Total Revolving Commitments hereunder without giving effect to Section 2.16(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.16(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender that is a Revolving Lender shall be entitled to receive any fee payable under Section 2.09(a) for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender that is a Revolving Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting

Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.03(g).

(C) With respect to any fee payable under Section 2.09(a) or any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrowers shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swing Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to the L/C Issuer and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's or Swing Line Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure.

All or any part of such Defaulting Lender's that is a Revolving Lender participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in Section 4.02 are satisfied at the time of such reallocation (and, unless the Lead Borrower shall have otherwise notified the Agent at such time, the Borrowers shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the aggregate Outstanding Amount of Obligations of any Non-Defaulting Lender that is a Revolving Lender to exceed such Non-Defaulting Lender's Commitment. Subject to Section 10.29, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Revolving Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender that is a Revolving Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Line Loans. If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the Borrowers shall, without prejudice to any right or remedy available to them hereunder or under applicable Law, (x) first, prepay Swing Line Loans in an amount equal to the Swing Line Lenders' Fronting Exposure and (y) second, Cash Collateralize the L/C Issuers' Fronting Exposure in accordance with the procedures set forth in Section 2.03(g).

(b) Defaulting Lender Cure. If the Lead Borrower, the Agent, the Swing Line Lender and the L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.16(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender

to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.17 Qualified Cash Release. On any day, subject to the conditions listed herein, the Lead Borrower may request that the Agent release Qualified Cash to the Lead Borrower in an amount not to exceed the amount of the then existing Qualified Cash. Each request to release Qualified Cash shall be made upon the Lead Borrower's irrevocable notice to the Agent in form and substance satisfactory to the Agent and appropriately completed and signed by a Responsible Officer of the Lead Borrower. Each such notice must be received by the Agent not later than 11:00 a.m. Eastern time on the requested date of such release of Qualified Cash. Any such request to release Qualified Cash shall be subject to the following conditions precedent: (I) no Default or Event of Default shall have occurred or be existing on the date of the release of any Qualified Cash; (II) no Default or Event of Default shall occur after giving pro forma effect to the release of any Qualified Cash (including, for the avoidance of doubt, under Section 7.15 of this Agreement), and (III) such request shall specify the amount of Qualified Cash that the Lead Borrower is requesting be released, and shall be accompanied by the calculations and such other information that Agent shall reasonably request to confirm compliance with the terms of this paragraph. Upon satisfaction of the conditions set forth above, the Agent shall arrange for the release of the requested Qualified Cash to the Lead Borrower's operating account.

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY; APPOINTMENT OF LEAD BORROWER

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws.

(ii) If any Loan Party or the Agent shall be required by any applicable Laws to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required, (B) such Loan Party or the Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrowers. Without limiting the provisions of subsection (a) above, the Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

(c) Tax Indemnifications.

(i) Without duplication of any amounts paid under subsections (a) or (b), above, the Loan Parties shall, and each Loan Party does hereby, jointly and severally indemnify each Recipient, and shall make payment in respect thereof 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 3.01(c)(i)) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, in each case, on or with respect to any obligation of any Loan Party under any Loan Document, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Lead Borrower by a Lender or the L/C Issuer (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender or the L/C Issuer, which certificate shall be conclusive absent manifest error.

(ii) Each Lender and the L/C Issuer shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 30 days after demand therefor, (x) the Agent against any Indemnified Taxes attributable to such Lender or the L/C Issuer (but only to the extent that any Loan Party has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (y) the Agent and the Loan Parties, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participation Register and (z) the Agent and the Loan Parties, as applicable, against any Excluded Taxes attributable to such Lender or the L/C Issuer, in each case, that are payable or paid by the Agent or a Loan Party in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender and the L/C Issuer hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Agent under this clause (ii).

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by the Loan Parties or by the Agent to a Governmental Authority as provided in this Section 3.01, the Lead Borrower shall deliver to the Agent or the Agent shall deliver to the Lead Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by applicable Laws to report such payment or other evidence of such payment reasonably satisfactory to the Lead Borrower or the Agent, as the case may be.

(e) Status of Lenders; Tax Documentation. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Lead Borrower and the Agent, at the time or times reasonably requested by the Lead Borrower or the Agent, such properly completed and executed documentation as prescribed by applicable Law or published by a Governmental Authority as will permit such payments to be made without withholding or at a reduced rate of withholding

(the “Documentation”). In addition, any Lender, if reasonably requested by the Lead Borrower or the Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Lead Borrower or the Agent as will enable the Lead Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation expired, obsolete or inaccurate in any material respect, deliver promptly to the Lead Borrower and the Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the Lead Borrower and the Agent of its inability to do so. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation shall not be required if in the Lender’s reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender; provided that each Lender acknowledges that such Lender’s completion, execution or submission of the Documentation that is required as of the date hereof in order for payments made under any Loan Document to be without withholding or at a reduced rate of withholding shall not subject such Lender to any material unreimbursed cost or expense and will not materially prejudice the legal or commercial position of such Lender.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Agent have any obligation to file for or otherwise pursue on behalf of a Lender or the L/C Issuer, or have any obligation to pay to any Lender or the L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or the L/C Issuer, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Loan Party, upon the request of the Recipient, agrees to repay the amount paid over to the Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to the Loan Party pursuant to this subsection the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient 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. This subsection shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Survival. Each party’s obligations under this Section 3.01 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

3.02 Illegality. If any Lender determines in good faith that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to Term SOFR or Term CORRA or to determine or charge interest rates based upon Term SOFR or Term CORRA then, on notice thereof in reasonable detail by such Lender to the Lead Borrower through the Agent, (i) any obligation of such Lender to make or continue Term SOFR Loans or Term CORRA Loans or to Convert Prime Rate Loans to Term SOFR Loans or Term CORRA Loans, as applicable, shall be suspended, (ii) if such notice asserts the illegality of such Lender making or maintaining Prime Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the U.S. Index Rate, the interest rate on which Prime Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Agent without reference to the Term SOFR component of the U.S. Index Rate until such Lender notifies the Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist, and (iii) if such notice asserts the illegality of a Canadian Lender making or maintaining Canadian Index Rate Loans the interest rate on which is determined by reference to Term CORRA, the interest rate on which Canadian Index Rate Loans of such Canadian Lender shall, if necessary to avoid such illegality, be determined by the Agent without reference to Term CORRA component of the Canadian Index Rate until such Canadian Lender notifies the Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrowers shall, upon demand from such Lender (with a copy to the Agent), prepay or, if applicable, Convert all Term SOFR Loans and/or Term CORRA Loans, as applicable, of such Lender to Prime Rate Loans (the interest rate on which Prime Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Agent without reference to the Term SOFR or Term CORRA component thereof, as applicable), either on the last day of the Interest Period (or Term CORRA Period, as applicable) therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans or Term CORRA Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loans or Term CORRA Loans, (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Term SOFR component of U.S. Index Rate with respect to any Prime Rate Loans the Agent shall during the period of such suspension compute the U.S. Index Rate applicable to such Lender without reference to the Term SOFR component thereof until the Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Term SOFR and (z) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Term CORRA component of Canadian Index Rate with respect to any Canadian Index Rate Loans, the Agent shall during the period of such suspension compute the Canadian Index Rate applicable to such Lender without reference to the Term CORRA component thereof until the Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Term CORRA. Upon any such prepayment or Conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or Converted.

3.03 Inability to Determine Rates.

(a) If in connection with any request for a Term SOFR Loan or Term CORRA Loan or a conversion of U.S. Index Rate Loans to Term SOFR Loans or a continuation of any of such Loans, or a conversion of Canadian Index Rate Loans to Term CORRA Loans or a continuation of any of such Loans, as applicable, (i) the Agent determines (which determination shall be conclusive absent manifest error) that (A)(1) with respect to Term SOFR Loans, no SOFR Successor Rate has been determined in accordance with Section 3.03(b), and the circumstances under clause (i) of Section 3.03(b) or the SOFR Scheduled Unavailability Date has occurred, or (2) with respect to Term CORRA Loans, no Term CORRA Successor Rate has been determined in accordance with Section 3.03(i)(B), and the circumstances under clause (A) of Section 3.03(i) or the Term CORRA Scheduled Unavailability Date has occurred, or (B) adequate and reasonable means do not otherwise exist for determining Term SOFR

or Term CORRA for any requested Interest Period (or Term CORRA Period, as applicable) with respect to a proposed Term SOFR Loan or Term CORRA Loan or in connection with an existing or proposed Prime Rate Loan, (ii) the Agent or the Required Lenders determine that for any reason that Term SOFR for any requested Interest Period (or Term CORRA Period, as applicable) with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, or (iii) the Agent or the Required Lenders holding Revolving Commitments or FILO Term Loan Commitments, as applicable, determine that for any reason that Term CORRA for any requested Term CORRA Period with respect to a proposed Loan does not adequately and fairly reflect the cost to such Canadian Lenders of funding such Loan, then, in each case, the Agent will promptly so notify the Lead Borrower and each Lender. Thereafter, (w) the obligation of the Lenders to make or maintain Term SOFR Loans, or to convert U.S. Index Rate Loans to Term SOFR Loans, shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods), (x) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the U.S. Index Rate, the utilization of the Term SOFR component in determining the U.S. Index Rate shall be suspended, in each case until the Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 3.03(a), until the Agent upon instruction of the Required Lenders) revokes such notice, (y) the obligation of the Canadian Lenders to make or maintain Term CORRA Loans, or to convert Canadian Index Rate Loans to Term CORRA Loans, shall be suspended (to the extent of the affected Term CORRA Loans or Term CORRA Periods), and (z) in the event of a determination described in the preceding sentence with respect to Term CORRA component of the Canadian Index Rate, the utilization of Term CORRA component in determining the Canadian Index Rate shall be suspended, in each case, until the Agent (or, in the case of a determination by the Required Lenders holding Revolving Commitments or FILO Term Loan Commitments, as applicable, described in clause (iii) of this Section 3.03(a), until the Agent upon instruction of such Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Lead Borrower may revoke any pending request for a Borrowing of, or conversion to, or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or Interest Periods) or Term CORRA Loans (to the extent of the affected Term CORRA Loan or Term CORRA Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of U.S. Index Rate Loans in the amount specified therein, (ii) any outstanding Term SOFR Loans shall be deemed to have been converted to U.S. Index Rate Loans immediately at the end of their respective applicable Interest Period, and (iii) any outstanding Term CORRA Loans shall be deemed to have been converted to Canadian Index Rate Loans (without giving effect to Term CORRA component thereof) immediately at the end of their respective applicable Term CORRA Period.

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Agent determines (which determination shall be conclusive absent manifest error), or the Lead Borrower or Required Lenders notify the Agent (with, in the case of the Required Lenders, a copy to the Lead Borrower) that the Lead Borrower or Required Lenders (as applicable) have determined, that: (i) adequate and reasonable means do not exist for ascertaining one month, three month and six month interest periods of Term SOFR, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or (ii) the SOFR Administrator has made a public statement identifying a specific date after which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the “SOFR Scheduled Unavailability Date”); then, on a date and time determined by the Agent (any such date, the “Term SOFR Replacement Date”), which date shall be

at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the SOFR Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR plus the SOFR Adjustment for any payment period for interest calculated that can be determined by the Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the “SOFR Successor Rate”).

(c) If the SOFR Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a monthly basis.

(d) Notwithstanding anything to the contrary herein, (i) if the Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) if the events or circumstances of the type described in Section 3.03(b)(i) or (ii) have occurred with respect to the SOFR Successor Rate then in effect, then in each case, the Agent and the Lead Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then current SOFR Successor Rate in accordance with this Section 3.03 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such benchmark, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a “SOFR Successor Rate”. Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Agent shall have posted such proposed amendment to all Lenders and the Lead Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Agent written notice that such Required Lenders object to such amendment.

(e) The Agent will promptly (in one or more notices) notify the Lead Borrower and each Lender of the implementation of any SOFR Successor Rate.

(f) Any SOFR Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Agent, such SOFR Successor Rate shall be applied in a manner as otherwise reasonably determined by the Agent.

(g) Notwithstanding anything else herein, if at any time any SOFR Successor Rate as so determined would otherwise be less than zero, the SOFR Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

(h) In connection with the implementation of a SOFR Successor Rate, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Agent shall post each such amendment implementing such Conforming Changes to the Lead Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(i) Replacement of Term CORRA or Term CORRA Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Agent determines (which determination shall be conclusive absent manifest error), or the Borrowers or Required Lenders notify the Agent (with, in the case of the Required Lenders, a copy to the Borrowers) that the Borrowers or Required Lenders (as applicable) have determined, that:

(A) adequate and reasonable means do not exist for ascertaining Term CORRA for any requested Term CORRA Period, including because none of the tenors of Term CORRA under this Agreement or the Term CORRA Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(B) the applicable administrator for Term CORRA or any Governmental Authority having jurisdiction over the Agent or such administrator with respect to its publication of Term CORRA has made a public statement identifying a specific date after which all tenors of Term CORRA under this Agreement shall or will no longer be representative or made available, or permitted to be used for determining the interest rate of syndicated loans denominated in Canadian Dollars, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Agent that will continue to provide such representative tenor(s) of Term CORRA (the latest date on which all tenors of Term CORRA under this Agreement are no longer representative or available permanently or indefinitely, the “Term CORRA Scheduled Unavailability Date”);

then, on a date and time determined by the Agent (any such date, the “Term CORRA Replacement Date”), which date shall be at the end of a Term CORRA Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (B) above, no later than the Term CORRA Scheduled Unavailability Date, Term CORRA will be replaced hereunder and under any Loan Document with Daily Simple CORRA plus the Daily Simple CORRA Adjustment for any payment period for interest calculated that can be determined by the Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document.

Notwithstanding anything to the contrary herein, (i) if the Agent determines that Daily Simple CORRA is not available on or prior to the Term CORRA Replacement Date, or (ii) if the events or circumstances of the type described in Section 3.03(i)(A) or 3.03(i)(B) have occurred with respect to the Term CORRA Successor Rate then in effect, then, the Agent and the Lead Borrower may amend this Agreement solely for the purpose of replacing Term CORRA or any then current Term CORRA Successor Rate in accordance with this Section 3.03(i) with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in Canadian Dollars for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in Canadian Dollars for such benchmarks (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto (including, without limitation, Daily Simple CORRA plus the Daily Simple CORRA Adjustment), a “Term CORRA Successor Rate”), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Agent shall have posted such proposed amendment to all Lenders and the Lead Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Agent written notice that such Required Lenders object to such amendment.

(j) If the Term CORRA Successor Rate is Daily Simple CORRA plus the Daily Simple CORRA Adjustment, all interest payments will be payable on a monthly basis.

(k) Agent will promptly (in one or more notices) notify the Lead Borrower and Lenders of implementation of any Term CORRA Successor Rate.

(l) A Term CORRA Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent market practice is not administratively feasible for Agent, the Term CORRA Successor Rate shall be applied in a manner as otherwise reasonably determined by Agent.

(m) In connection with the implementation of a Term CORRA Successor Rate, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Agent shall post each such amendment implementing such Conforming Changes to the Lead Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(n) If prior to the first day of a calendar month regarding any reference to the Term SOFR, the FILO Agent reasonably determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining Term SOFR, the FILO Agent shall give notice thereof to a Responsible Officer of the Lead Borrower by telephone or telecopy as promptly as practicable thereafter and, until the FILO Agent notifies the Lead Borrower that the circumstances giving rise to such notice no longer exist the FILO Term Loan shall bear interest with reference to the Prime Rate.

(o) Notwithstanding anything else herein, if at any time any Term CORRA Successor Rate as so determined would otherwise be less than zero, the Term CORRA Successor Rate will be deemed to be zero for all purposes of the Loan Documents.

3.04 Increased Costs; Reserves on Term SOFR Loans and Term CORRA Loans.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in Term SOFR) or the L/C Issuer;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the L/C Issuer, the Canadian interbank market or the SOFR market any other condition, cost or expense (other than Taxes) affecting this Agreement or Term SOFR Loans, Term CORRA Loans, or Swing Line Loans calculated on the basis of the Canadian Index Rate or U.S. Index Rate, as applicable, made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Term SOFR Loan, Term CORRA Loan or Swing Line Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Loan Parties will pay, or cause to be paid, to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered as a result of Loans to, or Letters of Credit issued for the account of, the Borrowers.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements or liquidity has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital or liquidity of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy and liquidity), then from time to time the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered as a result of Loans to, or Letters of Credit issued for the account of, the Borrowers.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Lead Borrower shall be conclusive absent manifest error. The Loan Parties shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Loan Parties shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Notwithstanding the foregoing, a Lender will not be entitled to demand, and the Borrowers will not be obligated to pay, any amount under this Section 3.04 unless such Lender has a general policy of claiming such amounts from its similarly situated customers generally under agreements containing comparable gross-up provisions.

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Agent) from time to time, the Borrowers shall promptly compensate, or cause to be compensated, such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, Conversion, payment or prepayment of any Loan other than a Prime Rate Loan on a day other than the last day of the Interest Period (or Term CORRA Period, as applicable) for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or Convert any Loan other than a Prime Rate Loan on the date or in the amount notified by the Lead Borrower; or

(c) any assignment of a Term SOFR Loan or Term CORRA Loan on a day other than the last day of the Interest Period (or Term CORRA Period, as applicable) therefor as a result of a request by the Lead Borrower pursuant to Section 10.13;

including any loss or expense arising from the liquidation or reemployment of funds (but not loss of profits) obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay, or cause to be paid, any customary administrative fees charged by such Lender in connection with the foregoing. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender as specified in this Section and delivered to the Lead Borrower shall be conclusive absent manifest error.

For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term SOFR Loan or Term CORRA Loan made by it at Term SOFR or Term CORRA, as applicable, for such Loan by a matching deposit or other borrowing in the Canadian interbank market or any other interbank market, for a comparable amount and for a comparable period, whether or not such Term SOFR Loan or Term CORRA Loan, as applicable, was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any Indemnified Taxes or additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers agree to pay or cause to be paid all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any Indemnified Taxes or additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and, in each

case, such Lender has declined or is unable to designate a different Lending Office in accordance with Section 3.06(a), the Lead Borrower may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Revolving Commitments or the FILO Term Loan Commitments, repayment, satisfaction or discharge of all other Obligations hereunder, and resignation of the Agent or the FILO Agent.

3.08 Availability of Credit.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as such Borrower's agent to obtain Credit Extensions (including the borrowing of FILO Term Loans), the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Lead Borrower as such Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the applicable credit facility contemplated herein with all other Borrowers.

**ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The effectiveness of this Agreement and the other Loan Documents on the Effective Date was subject to satisfaction of the following conditions precedent:

(a) The Agent's receipt of the following, each of which shall be originals, telecopies or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) (followed promptly by originals) unless otherwise specified, each dated the Effective Date and each in form and substance satisfactory to the Agent:

(i) counterparts of this Agreement duly executed by all parties hereto;

(ii) a Note executed by each applicable Borrower in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Agent may reasonably require evidencing (A) the authority of each Loan Party to enter into this Agreement and the other Loan Documents to which such Loan Party is a party or is to become a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(iv) copies of each Loan Party's Organization Documents as of the Effective Date, certified by a secretary or assistant secretary of such Loan Party to be true and correct as of the Effective Date, and (b) good standing certificates (or equivalent) for

each Loan Party as of a recent date prior to the Effective Date in its state, province or federal jurisdiction of organization or formation;

(v) an opinion of (i) Stikeman Elliott LLP, Canadian counsel to the Loan Parties, (ii) Willkie Farr & Gallagher LLP, New York counsel to the Loan Parties, and (iii) such other counsel as the Agent may reasonably require, in each case, addressed to the Agent and each Lender, as to such matters concerning the Loan Parties and the Loan Documents as the Agent may reasonably request;

(vi) a certificate of a Responsible Officer of the Lead Borrower certifying that (A) the conditions specified in Sections 4.01 and 4.02 have been satisfied;

(vii) a certificate of a Responsible Officer of the Lead Borrower certifying as to the Solvency of the Loan Parties;

(viii) copy of each of (x) the Term Loan Intercreditor Agreement and (y) the Junior/Senior Intercreditor Agreement, in each case executed by all parties thereto;

(ix) the Security Documents, including the Acknowledgement Agreement, each duly executed by the applicable Loan Parties noted on the signature pages to each such Security Document;

(x) all other Loan Documents, each duly executed by the applicable Loan Parties;

(xi) customary PPSA, RDPRM, *Bank Act* (Canada), Canadian Intellectual Property Office, tax and judgment lien searches as may be reasonably requested by the Agent prior to the Effective Date, listing all effective financing statements, lien notices or comparable documents that name any Loan Party as debtor and that are filed in those state, provincial and county jurisdictions in which any Loan Party is organized or maintains its principal place of business, the results of which are reasonably satisfactory to the Agent (in each case dated as of a date reasonably satisfactory to the Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements satisfactory to the Agent are being tendered substantially concurrently with such extension of credit or other arrangements reasonably satisfactory to the Agent for the delivery of such termination statements have been made; and

(xii) (A) all documents and instruments, including PPSA financing statements and RDPRM hypothec registrations, required by applicable Laws or reasonably requested by the Agent to be filed, registered or recorded to create or perfect the first priority Liens intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Agent, (B) the Credit Card Notifications and Account Control Agreements required pursuant to Section 6.12 hereof shall have been obtained, and (C) Account Control Agreements with respect to the Loan Parties' securities and investment accounts have been obtained;

provided that, to the extent any insurance certificate or endorsement, or any security interest in any Collateral is not able to be provided and/or perfected on the

Effective Date other than (x) Collateral constituting assets pursuant to which a security interest can be perfected by the filing of a financing statement under the PPSA or the registration of a hypothec under the Civil Code of Quebec or (y) Collateral constituting certificated equity interests of the Loan Parties, if any, to which a security interest can be perfected (or a hypothec rendered opposable to third parties) by the delivery of such certificates (provided that the foregoing shall only apply to the extent such certificated equity interests are received from the existing lenders and debtholders (including their agents) of the Lead Borrower as of the Effective Date after the Lead Borrower's use of commercially reasonable efforts and any such certificates not delivered on the Effective Date shall be delivered thereafter), in each case, after the Lead Borrower's use of commercially reasonable efforts to do so without undue burden or expense, then the provision and/or delivery of any insurance certificate or endorsement, and/or the provision and/or perfection of a security interest in such Collateral, as applicable, shall not constitute a condition precedent to the Initial Credit Extension on the Effective Date, but instead shall be required to be provided and/or perfected within ninety (90) days after the Effective Date (or such later date as mutually agreed by the Agent and the Lead Borrower acting reasonably).

(b) The Agent shall have received a duly completed Borrowing Base Certificate (which, for the avoidance of doubt, may state that the Borrowing Base is the Closing Borrowing Base).

(c) All fees required to be paid by the Borrower on the Effective Date pursuant to each Fee Letter and, to the extent invoiced at least two (2) Business Days prior to the Effective Date all reasonable and documented out-of-pocket expenses required to be reimbursed by the Borrower to the Lenders in connection with the Effective Date Transactions shall have been paid, or substantially simultaneously with the effectiveness of this Agreement shall be paid.

(d) The Agent and the Lenders shall have received all documentation and other information relating to the Borrowers and the other Loan Parties required by United States or Canadian regulatory authorities under applicable "know your customer", any Borrower that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall deliver to each Lender that so requests a Beneficial Ownership Certification, and anti-money-laundering rules and regulations, including, without limitation, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) at least three (3) Business Days prior to the Effective Date to the extent that the Lenders have reasonably requested in writing delivered to the Loan Parties at least ten (10) Business Days prior to the Effective Date.

(e) If any Borrower qualifies as a "legal entity customer" under 31 C.F.R. § 1010.230, the Agent and each Lender that requests a Beneficial Owner Certification will have received, at least three (3) Business Days prior to the Closing Date, a Beneficial Ownership Certification, consistent with the LSTA form beneficial ownership certification, in relation to each such Borrower, to the extent that the Lenders have reasonably requested in writing delivered to the Loan Parties at least 10 Business Days prior to the Closing Date

(f) The Neptune Merger shall have been consummated substantially in accordance in all material respects with the Neptune Merger Agreement.

(g) The Effective Date Refinancing shall have occurred, or substantially concurrently with the effectiveness of this Agreement shall occur.

(h) The Term Loan Credit Agreement and the initial funding thereunder, in each case, shall have been consummated.

(i) The Agent shall have received an amendment to the Saks Off 5th Canadian Trademark Sublicense Agreement referred to in clause (iv) of the definition of “Off Fifth.com Material Agreements” in form and substance satisfactory to the Agent and acknowledged by each Loan Party (as defined in the Saks Global Revolving Facility).

Without limiting the generality of the provisions of Section 9.06, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Agent and FILO Agent, shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for a Credit Extension (other than a Revolving Loan Notice or a FILO Term Loan Notice requesting only a Conversion of Revolving Loans or FILO Term Loans to the other Type, or a continuation of Term SOFR Loans or Term CORRA Loans, or a Delayed Draw FILO Term Loan Notice) and of each L/C Issuer to issue each Letter of Credit is subject to the following conditions precedent:

(a) The representations and warranties of each Loan Party contained in Article V or in any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except (i) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects, (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date, and (iii) for purposes of this Section 4.02, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 (except that on the Effective Date, shall refer to the most recent statements delivered under the Existing Credit Agreement).

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) After giving effect to the Credit Extension requested to be made on any such date and the use of proceeds thereof, Availability shall be greater than zero.

(e) After giving effect to the Credit Extension requested to be made on any such date and the use of proceeds thereof, the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments.

(f) After giving effect to the Credit Extension requested to be made on any such date and the use of proceeds thereof (through the next succeeding day), cash in all DDAs maintained by the Loan Parties shall not exceed C\$40,000,000 in the aggregate for all such DDAs.

(g) The entire amount of the Delayed Draw FILO Term Loan Commitments shall have been received by the Lead Borrower in accordance with Section 4.03.

Each Request for Credit Extension (other than a Revolving Loan Notice or a FILO Term Loan Notice requesting only a Conversion of Revolving Loans or FILO Term Loans to the other Type or a continuation of Term SOFR Loans or Term CORRA Loans) submitted by the Lead Borrower shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in Sections 4.02(a), (b) and (d) have been satisfied on and as of the date of the applicable Credit Extension. The conditions set forth in this Section 4.02 are for the sole benefit of the Credit Parties but until the Required Revolving Lenders otherwise direct the Agent to cease making Revolving Loans and issuing Letters of Credit, the Revolving Lenders will fund their Applicable Percentage of all Revolving Loans and L/C Advances and participate in all Swing Line Loans and Letters of Credit whenever made or issued, which are requested by the Lead Borrower and which, notwithstanding the failure of the Loan Parties to comply with the provisions of this Article IV, agreed to by the Agent, provided, however, the making of any such Revolving Loans or the issuance of any Letters of Credit shall not be deemed a modification or waiver by any Credit Party of the provisions of this Article IV on any future occasion or a waiver of any rights or the Credit Parties as a result of any such failure to comply.

4.03 Conditions to Extension of Delayed Draw FILO Term Loans. The obligation of each Delayed Draw FILO Term Lender to honor any Request for a Delayed Draw FILO Term Loan is subject to the following conditions precedent:

(a) Prior to January 31, 2025 no Delayed Draw FILO Term Loans shall be borrowed;

(b) On and after January 31, 2025, no more than C\$15,750,000 of Delayed Draw FILO Term Loans may be borrowed (the “Initial Delayed Draw FILO Term Loan Draw”);

(c) on or after February 28, 2025, the amount of Delayed Draw FILO Term Loan Commitments remaining after giving effect to the Initial Delayed Draw FILO Term Loan Draw may be drawn;

(d) The representations and warranties of each Loan Party contained in Article V or in any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of incurrence of Delayed Draw FILO Term Loans, except (i) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects, (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date, and (iii) for purposes of this Section 4.02, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 (except that on the Effective Date, shall refer to the most recent statements delivered under the Existing Credit Agreement);

(e) No Default or Event of Default shall exist, or would result from such proposed incurrence of Delayed Draw FILO Term Loans; ~~and~~

(f) Immediately after giving effect to the incurrence of such Delayed Draw FILO Term Loans, (i) Availability shall be greater than the sum of (x) C\$5,000,000 plus (y) an amount equal to the minimum Availability required by Section 7.15 as such date of determination; ~~and~~

(g) On and after the First Amendment Effective Date, in addition to the satisfaction of the conditions in (a) through (g) above, all Borrowings of Delayed Draw FILO Term Loans shall be approved by the FILO Agent in its sole discretion until the Lead Borrower, the Agent and the FILO Agent agree on a 13-week cash flow budget (as updated from time to time with the consent of the FILO Agent and the Agent, the "Budget"). After the Budget is agreed between the Lead Borrower, the Agent and the FILO Agent, in addition to the satisfaction of the conditions in (a) through (g) above, all Borrowings of Delayed Draw FILO Term Loans shall be used to fund disbursements in accordance with the Budget then in effect.

Notwithstanding anything to the contrary in this Agreement, including Section 2.02, (i) the Lead Borrower shall provide at least five (5) Business Days written notice prior to borrowing any Delayed Draw FILO Term Loans, (ii) each Borrowing of Delayed Draw FILO Term Loans shall be in a principal amount of C\$1,000,000 or a whole multiple of C\$1,000,000 (or C\$1,000,000) in excess thereof and (iii) the Required FILO Lenders shall have the right to terminate the Aggregate FILO Term Loan Commitments upon an Event of Default that is continuing. There shall be no more than four Borrowings of Delayed Draw FILO Term Loans. Any Delayed Draw FILO Term Loan Commitments outstanding after the fourth borrowing of Delayed Draw FILO Term Loans shall be terminated and the Borrowers shall pay the Applicable FILO Premium, if any, on such amount.

ARTICLE V REPRESENTATIONS AND WARRANTIES

To induce the Credit Parties to enter into this Agreement and to make Loans and to issue Letters of Credit hereunder, each Loan Party represents and warrants to the Agent and the other Credit Parties, with respect to itself and its Subsidiaries (other than any Excluded Subsidiary) to the extent set forth below, that:

5.01 Existence, Qualification and Power. Each Loan Party and each Subsidiary thereof (a) is a corporation, limited liability company, partnership or limited partnership, duly incorporated, organized or formed, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation, (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clauses (b)(i) and (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Effective Date, each Loan Party's name as it appears in official filings in its jurisdiction of incorporation or organization, its jurisdiction of incorporation or organization, organization type or organization number, if any, issued by its jurisdiction of incorporation or organization.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party, has been duly authorized by all necessary corporate or other organizational action, and does not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (i) any Material Contract or any Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; (c) result in or require the creation of any Lien upon any asset of any Loan Party (other than Liens in favor of the Agent under the Security Documents); or (d) violate any material Laws applicable to the Loan Parties.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for (a) the perfection, maintenance or enforcement of the Liens created under the Security Documents (including the first priority nature thereof) or (b) such as have been obtained or made and are in full force and effect.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to Debtor Relief Laws or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) The audited financial statements of the Parent^t most recently delivered pursuant to Section 6.01(a) (or on the Effective Date, the audited financial statements of HBC I L.P. most recently delivered pursuant to Section 6.01(a) of the Existing Credit Agreement) (i) were prepared in accordance with GAAP or IFRS, as the case may be, consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects, the financial condition of the Parent or HBC I L.P., as applicable, and its Subsidiaries, as of the date thereof and their respective results of operations for the period covered thereby in accordance with GAAP or IFRS consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited Consolidated balance sheet of the Parent and its Subsidiaries delivered pursuant to Section 6.01(b), and the related Consolidated statements of income or operations, and cash flows for the Fiscal Quarter ended on that date, (i) were prepared in accordance with GAAP, as the case may be, consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the financial condition of the Parent and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Since the date of the most recent audited financial statements delivered pursuant to Section 6.01(a), there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(d) The Consolidated and consolidating forecasted balance sheet and statements of income and cash flows of the Parent and its Subsidiaries delivered pursuant to Section 6.01(d) were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Loan Parties' best estimate of its future financial performance.

5.06 Litigation. Except as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of its properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document or any of the transactions contemplated hereby, or (b) except as specifically disclosed in Schedule 5.06, either individually or in the aggregate, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

5.07 No Default. No Default or Event of Default has occurred and is continuing or would result from the consummation of any transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens

(a) Each of the Loan Parties has valid title in all Real Estate or valid leasehold interests in all Real Property Leases, in each case necessary or used in the ordinary conduct of its business, except for as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties has valid title to, valid leasehold interests in, or valid licenses to use all personal property and assets material to the ordinary conduct of its business, except for as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b)(1) sets forth the address (including street address, county and state) of all Real Estate (excluding Real Property Leases) that is owned by the Loan Parties, together with a list of the holders of any mortgage thereon as of the Effective Date. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the Real Estate owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Permitted Encumbrances. Schedule 5.08(b)(2) sets forth the address (including street address, county and state) of all Real Property Leases of the Loan Parties (other than any such location where the aggregate value of the Collateral maintained at such location is at all times less than C\$5,000,000 (but including, in all events, corporate headquarters)), together with the name of each lessor and its contact information with respect to each such Real Property Lease as of the Effective Date. Each of such Real Property Leases is in full force and effect and the Loan Parties are not in default of the terms thereof, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.09 Executive Offices, Collateral Locations.

As of the Effective Date, the current location of each Loan Party's chief executive office, principal place of business, registered office according to its constating documents and, for any Loan Party organized in Quebec, domicile (within the meaning of the *Civil Code of Quebec*), the jurisdictions

in which its tangible assets and property in excess of the Security Threshold Amount are located and the locations of all of its books and records concerning the Collateral and all Account Debtors are set forth on Schedule 5.09. Each Loan Party that keeps records in the Province of Quebec relating to Collateral keeps a duplicate copy thereof at a location outside the Province of Quebec, as designated on Schedule 5.09.

5.10 Environmental Compliance.

(a) Except as specifically disclosed in Schedule 5.10, no Loan Party or any Subsidiary thereof (i) has failed to comply in any material respect, with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) to the knowledge of the Loan Parties, has become subject to any Environmental Liability, or (iii) has received notice of any claim with respect to any Environmental Liability, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.10, to the knowledge of the Loan Parties, there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any Subsidiary thereof or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or Subsidiary thereof; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or Subsidiary thereof; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof, except in each case as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Except as otherwise set forth on Schedule 5.10 and except in each case as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Loan Party or any Subsidiary thereof is undertaking, and no Loan Party or any Subsidiary thereof has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or, to their knowledge, formerly owned or operated by any Loan Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any Subsidiary thereof.

5.11 Insurance. The properties of the Loan Parties and their Subsidiaries that are necessary for the operation of their business are insured with financially sound and reputable insurance companies which are not affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks (including, without limitation, workmen's compensation, public liability, business interruption, property damage and directors and officers liability insurance) as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties or the applicable Subsidiary operates; provided that the Loan Parties may self-insure to the extent customary among companies engaged in similar businesses and operating in similar localities. Schedule 5.11 sets forth a description of all insurance maintained by or on behalf of the Loan Parties and their Subsidiaries

as of the Effective Date. As of the Effective Date, each insurance policy listed on Schedule 5.11 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.12 Taxes. The Loan Parties and their Subsidiaries have filed all federal, provincial, territorial and other material tax returns and reports required to be filed, and have paid all federal, provincial, territorial and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except, in each case, those which (i) are being contested in good faith by appropriate proceedings being diligently conducted, for which adequate reserves have been provided in accordance with GAAP or IFRS, as to which Taxes no Lien has been filed and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation, or (ii) individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no proposed tax assessment against any Loan Party or any Subsidiary that would, if made, result in a liability, taking into account any payment made in relation to such assessment, which would be reasonably expected to have a Material Adverse Effect. Schedule 5.12 sets forth as of the Effective Date for each Loan Party in respect of (i) those taxation years or other relevant periods with respect to any charges that have not yet been assessed by the CRA or the applicable provincial, local or foreign Governmental Authorities, (ii) the taxation years or other relevant periods with respect to any charges that are currently being audited by the CRA or any other applicable Governmental Authority and (iii) any assessments or threatened assessments in connection with such audit, or otherwise currently outstanding and (iv) the most recent taxation year or other relevant periods with respect to any charges that an audit by CRA or the applicable provincial, territorial, local or foreign Governmental Authorities has been completed. Except as described in Schedule 5.12, as of the Effective Date, no Loan Party has executed or filed with the CRA or any other Governmental Authority any agreement or other document extending, or having the effect of extending, the period for assessment or collection of any charges. Except for failures that could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party has duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Law to be remitted by it.

5.13 Canadian Pension Plans.

(a) As of the Effective Date, Schedule 5.13 lists all Canadian Pension Plans and identifies those which have a “defined benefit provision” as such term is defined in the ITA. Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Loan Party is in compliance with all of their obligations under and in respect of the Canadian Pension Plans and Canadian Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations). All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable Laws. Except as set forth on Schedule 5.13, as of the Effective Date, none of the Canadian Pension Plans, other than any union sponsored multi-employer pension plans in respect of which the Loan Parties’ obligations are limited to an amount set out in the applicable collective agreement or participation agreement or a fixed percentage of the payroll thereof, has a Pension Plan Unfunded Liability. All Pension Plan Unfunded Liabilities have been properly accrued in accordance with IFRS and are fully and accurately disclosed in the Parent’s consolidated financial statements delivered under Section 6.01 in accordance with IFRS. No Canadian Pension Plan Termination Event has occurred for which liabilities exceed C\$2,500,000. Except as would not, either individually or in the aggregate, reasonably be expected to have a Material

Adverse Effect, there is no investigation by a Governmental Authority or claim (other than routine claims for payment of benefits) pending or, to the knowledge of any Loan Party, threatened involving any Canadian Pension Plan or their assets, and no facts exist which could reasonably be expected to give rise to any such investigation or claim (other than routine claims for payment of benefits).

5.14 Subsidiaries; Equity Interests.

(a) As of the Effective Date, the Loan Parties have no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.14, which Schedule sets forth the legal name, jurisdiction of incorporation or formation. Schedule 5.14 also sets forth each Loan Party (under the heading “Loan Parties”), each Pledgor Unrestricted Subsidiary (under the heading “Pledgor Unrestricted Subsidiary”), each Immaterial Subsidiary (under the heading “Immaterial Subsidiaries”), each Inactive Subsidiary (under the heading “Inactive Subsidiaries”), each Unrestricted Subsidiary (under the heading “Unrestricted Subsidiary”), each Real Estate Subsidiary (under the heading “Real Estate Subsidiary”) and any other Excluded Subsidiary (under the heading “Other Excluded Subsidiary”) as of the Effective Date. All of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party (or a Subsidiary of a Loan Party) free and clear of all Liens except for Permitted Encumbrances. Except as set forth in Schedule 5.14 as of the Effective Date, there are no outstanding rights to purchase any Equity Interests in any Subsidiary of a Loan Party. As of the Effective Date, the Loan Parties have no equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.14. The copies of the Organization Documents of each Loan Party and each amendment thereto provided pursuant to Section 4.01 are true and correct copies of each such document as of the Effective Date, each of which is valid and in full force and effect.

5.15 Margin Regulations; Investment Company Act.

(a) No Loan Party is engaged or will be engaged, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. None of the proceeds of the Credit Extensions shall be used directly or indirectly for the purpose of purchasing or carrying any margin stock, for the purpose of reducing or retiring any Indebtedness that was originally incurred to purchase or carry any margin stock or for any other purpose that might cause any of the Credit Extensions to be considered a “purpose credit” within the meaning of Regulations T, U, or X issued by the FRB.

(b) None of the Loan Parties is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.16 Disclosure.

(a) Each Loan Party has disclosed to the Agent, FILO Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to the Agent, FILO Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made,

not misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that such projected financial information is not a guarantee of future performance and actual results may differ from those set forth in such projected financial information).

(b) As of the Effective Date, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

5.17 Compliance with Laws. Each of the Loan Parties and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees binding on it or its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.18 Intellectual Property; Licenses, Etc. Except as would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Loan Parties and their Subsidiaries own, or, to their knowledge possess the right to use, all of the Intellectual Property that is reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person. Except as specifically disclosed in Schedule 5.18, no claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.19 Labour Matters.

Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect (i) there are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party or any Subsidiary thereof pending or, to the knowledge of any Loan Party, threatened, (ii) the hours worked by and payments made to employees of the Loan Parties comply with the Employment Standards Act, 2000 (Ontario) and any other similar applicable federal, provincial, territorial, municipal, local or foreign Law dealing with such matters, (iii) no Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Employment Standards Act, 2000 (Ontario) or similar provincial Law, (iv) all payments due from any Loan Party and its Subsidiaries, or for which any claim may be made against any Loan Party or any of its Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in accordance with GAAP or IFRS as a liability on the books of such Loan Party, (v) each Loan Party has withheld all employee withholdings and has made all employer contributions to be withheld and made by it pursuant to applicable Laws on account of the Canada Pension Plan and Quebec Pension Plan as maintained by the Government of Canada and the Province of Quebec, respectively, employment insurance and employee income taxes; (vi) except as set forth on Schedule 5.19, as of the Effective Date, no Loan Party or any Subsidiary is a party to or bound by any collective bargaining agreement, any management, consulting or employment agreement providing for annual compensation of greater than C\$5,000,000, including any bonus, restricted stock, stock option, or stock appreciation plan or agreement or any similar plan, agreement or arrangement (excluding any phantom share plan), (vii) there are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the Ontario Labour Relations Board or similar bodies in other provinces, and no labor organization or group of employees of any Loan Party or any Subsidiary has made a pending demand for recognition, (viii) there are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party or any Subsidiary pending or,

to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party or any of its Subsidiaries, or (ix) the consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any of its Subsidiaries is bound.

5.20 Security Documents.

(a) The General Security Agreement and other Security Documents create in favor of the Agent, for the benefit of the secured parties referred to therein, a legal, valid, continuing and enforceable security interest in, and hypothec on, the Collateral (as defined in the General Security Agreement), the enforceability of which is subject to applicable Debtor Relief Laws and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. The financing statements, hypothec registrations, releases and other filings were in appropriate form and have been filed and registered in the offices specified in Schedule 1 of the General Security Agreement and as required by applicable Laws, including in the RDPRM. The Agent has a perfected Lien on, and security interest in, to and under all right, title and interest of the grantors thereunder in all Collateral that may be perfected under the PPSA (in effect on the date this representation is made) by filing, recording or registering a financing statement or analogous document (including without limitation the proceeds of such Collateral subject to the limitations relating to such proceeds in the PPSA) or by obtaining control, in each case prior and superior in right to any other Person.

5.21 Solvency

After giving effect to the transactions contemplated by this Agreement, and before and after giving effect to each Credit Extension, each of the Loan Parties, on a standalone basis, is and will be Solvent. No transfer of property has been or will be made by any Loan Party and no obligation has been or will be 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 any Loan Party.

5.22 Deposit Accounts; Credit Card Arrangements.

(a) Annexed hereto as Schedule 5.22(a) is a list of all DDAs maintained by the Loan Parties as of the Effective Date, which Schedule includes, with respect to each DDA (i) the name and address of the depository; (ii) the account number(s) maintained with such depository; (iii) a contact person at such depository, and (iv) the identification of each Controlled Account Bank.

(b) Annexed hereto as Schedule 5.22(b) is a list describing all arrangements as of the Effective Date to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges and debit card charges for sales made by such Loan Party.

5.23 Brokers. No broker or finder brought about the obtaining, making or closing of the Loans, the transactions contemplated by the Loan Documents, and no Loan Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith.

5.24 Material Contracts. Schedule 5.24 sets forth all Material Contracts to which any Loan Party is a party or is bound as of the Effective Date. The Loan Parties are not in breach or in default in

any material respect of or under any Material Contract (excluding Real Property Leases) and have not received any notice of default under, or of the intention of any other party thereto to terminate, any Material Contract.

5.25 Casualty. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.26 Customs Broker/Carrier Agreements. Schedule 5.26 lists all arrangements, as of the Effective Date, to which any Loan Party maintains with any customs broker, freight carrier or other shipping agent, with respect to the importation, storage or transport of goods (including, for greater certainty, Inventory) for such Loan Party.

5.27 Inactive Subsidiaries. As of the Effective Date, no Inactive Subsidiary (a) is engaged in any business or has any Indebtedness or any other material liabilities (except in connection with its corporate formation) or (b) owns or holds any interest, direct or indirect, in any property or asset (other than its name).

5.28 USA PATRIOT Act; Sanctioned Persons

(a) To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the United States Trading with the Enemy Act and each of the other Foreign Assets Control Regulations (including, without limitation, the Executive Order and the USA PATRIOT Act), (ii) the United States Foreign Corrupt Practices Act of 1977, (iii) *the Corruption of Foreign Public Officials Act* (Canada), as amended (the “FCPA”), (iv) the UK Bribery Act 2010 and (v) other applicable anti-corruption Laws, and the Loan Parties have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws and applicable Sanctions, and to the knowledge of the Loan Parties and their Subsidiaries are in compliance with such anti-corruption Laws in all material respects and applicable Sanctions in all respects. No part of the proceeds of the Credit Extensions will be used, directly or, to the Loan Parties’ knowledge, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA, each of the other Foreign Assets Control Regulations or other applicable anti-corruption Laws.

(b) None of the Subsidiaries of the Parent, nor, to the knowledge of the Loan Parties, nor any director, officer, employee, agent or affiliate of the Lead Borrower is an individual or entity (for purposes of this Section 5.28(b), a “Person”) that is, or is owned or controlled by Persons (A) that are (x) an Embargoed Person or (y) the subject of any sanctions administered or enforced by the Government of Canada, the United Nations Security Council, the European Union, His Majesty’s Treasury or other applicable sanctions authority, (B) pursuant to the U.S. Iran Sanctions Act, as amended, or Executive Order 135900 (collectively, “Sanctions”) or (C) located, organized or resident in a Designated Jurisdiction (including, without limitation, Burma/Myanmar, Iran, North Korea, Sudan, Crimea, Cuba, Syria, the so-called Donetsk People’s Republic and the so-called Luhansk People’s Republic regions of Ukraine). The Loan Parties will not, directly or, to their knowledge, indirectly, use the proceeds of the Credit Extensions, or lend, contribute or otherwise make available such proceeds to any Subsidiary,

joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Credit Extensions, whether as lender, underwriter, advisor, investor or otherwise).

(c) Each of the Parent's Restricted Subsidiaries, to the extent applicable, (a) are in compliance in all material respects with the *Criminal Code* (Canada) and the PCTFA, and (b) are in compliance in all material respects with all other AML Legislation and the Canadian Economic Sanctions and Export Control Laws. Furthermore, no Loan Party nor any Subsidiary thereof is a Canadian Blocked Person. No part of the proceeds of the Credit Extensions will be used, directly or, to the Loan Parties' knowledge, indirectly, in violation of AML Legislation or the Canadian Economic Sanctions and Export Control Laws.

5.29 Loan Parties. None of the Restricted Subsidiaries or Pledgor Unrestricted Subsidiaries which do not constitute Loan Parties have any Inventory, Credit Card Receivables or other assets included in the Borrowing Base other than ordinary course trade receivables and none will obtain, acquire or otherwise own any such assets unless such Restricted Subsidiary or Pledgor Unrestricted Subsidiary becomes a Loan Party.

5.30 Affected Financial Institution. None of the Loan Parties is an Affected Financial Institution.

5.31 Saks.com Material Agreement.

(a) ~~(a)~~ The Loan Parties have provided the Agent with a true, correct and complete copy of each of the Saks.com Material Agreement as of the Effective Date and any amendments, or modifications thereto, copies of which have been delivered to the Agent pursuant to Section 6.19(a)(v). The Saks.com Material Agreement is valid and binding upon the parties thereto and is in full force and effect. Neither the Loan Parties nor any other party thereto are in breach or in default under the Saks.com Material Agreement where such breach or default could reasonably be expected to have a Material Adverse Effect, and the Loan Parties have not received or issued any notice of default under, or any notice of the intention of any other party thereto to terminate, the Saks.com Material Agreement.

(b) ~~(b)~~ The Saks.com Material Agreement is on fair and reasonable terms substantially as favorable to the Loan Parties as would be obtainable by the Loan Parties at the time in a comparable arm's length transaction with a Person other than an Affiliate of any Loan Party.

5.32 Off Fifth.com Material Agreements.

(a) ~~(a)~~ The Loan Parties have provided the Agent with a true, correct and complete copy of each of the Off Fifth.com Material Agreements as of the Effective Date and any amendments, or modifications thereto, copies of which have been delivered to the Agent pursuant to Section 6.20(a)(v). Each of the Off Fifth.com Material Agreements is valid and binding upon the parties thereto and is in full force and effect. Neither the Loan Parties nor any other party thereto are in breach or in default under any Off Fifth.com Material Agreement where such breach or default could reasonably be expected to have a Material Adverse Effect,

and the Loan Parties have not received or issued any notice of default under, or any notice of the intention of any other party thereto to terminate, any Off Fifth.com Material Agreement.

(b) Each of the Off Fifth.com Material Agreements is on fair and reasonable terms substantially as favorable to the Loan Parties as would be obtainable by the Loan Parties at the time in a comparable arm's length transaction with a Person other than an Affiliate of any Loan Party.

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than contingent indemnification claims for which a claim has not been asserted), or any Letter of Credit shall remain outstanding, the Loan Parties shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, and 6.03) cause each Restricted Subsidiary of the Parent to:

6.01 Financial Statements. Deliver to the Agent and FILO Agent, in form and detail reasonably satisfactory to the Agent:

(a) as soon as available, but in any event within 180 days after the end of the Fiscal Year of the Parent ending February 3, 2025, and thereafter, within 120 days after the end of each Fiscal Year of the Parent, (i) a Consolidated balance sheet of the Parent and its Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of income or operations, Shareholders' Equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and (ii) a consolidating balance sheet of the Parent and its Subsidiaries as at the end of such Fiscal Year, and the related consolidating statements of income or operations, Shareholders' Equity and cash flows for such Fiscal Year (all such consolidating statements to be presented by each Borrower and its Subsidiaries on a consolidated basis), setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, each such consolidated statements to be audited and accompanied by the report of a Registered Public Accounting Firm of nationally recognized standing reasonably acceptable to the Agent and FILO Agent, which report shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; and such consolidating statements to be certified by a Responsible Officer of the Lead Borrower to the effect that such statements are fairly stated in all material respects when considered in relation to the consolidated financial statements of the Parent and its Subsidiaries;

(b) as soon as available, but in any event (i) within 30 days after the end of each Fiscal Month of the Parent, management reporting that is prepared on a monthly basis, including profit and loss to Consolidated EBITDA, comparative store sales data broken out by banner and an Availability schedule, (ii)(x) within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Parent, and (ii) within 120 days after the end of the fourth Fiscal Quarter of the Parent, in each case, an unaudited Consolidated and consolidating balance sheet of the Parent and its Subsidiaries as at the end of such Fiscal Quarter, and the related unaudited consolidated and consolidating statements of income or operations, and cash flows for such Fiscal Quarter and for the portion of the Parent's Fiscal Year then ended (all such

consolidating statements to be presented by each Borrower and its Subsidiaries on a consolidated basis), setting forth in each case in comparative form the figures for (A) the corresponding Fiscal Quarter of the previous Fiscal Year and (B) the corresponding portion of the previous Fiscal Year, all in reasonable detail, such Consolidated statements to be certified by a Responsible Officer of the Lead Borrower as fairly presenting in all material respects the financial condition, results of operations, and cash flows of the Parent and its Subsidiaries as of the end of such Fiscal Quarter in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes and such consolidating statements to be certified by a Responsible Officer of the Lead Borrower to the effect that such statements are fairly stated in all material respects when considered in relation to the consolidated financial statements of the Parent and its Subsidiaries;

(c) simultaneously with the delivery of each set of Consolidated financial statements referred to in Sections 6.01(a) and 6.01(b), above, (i) a detailed calculation of the Consolidated Fixed Charge Coverage Ratio for such period, reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such Consolidated Fixed Charge Coverage Ratio, and (ii) a current schedule of all Unrestricted Subsidiaries, accompanied by the certification of a Responsible Officer of the Lead Borrower certifying that such financial information presents fairly in accordance with GAAP, the exclusion of the financial position and results of operations of all Unrestricted Subsidiaries;

(d) as soon as available, but in any event no more than 90 days after the end of each Fiscal Year of the Parent, forecasts prepared by management of the Lead Borrower, in form satisfactory to the Agent and FILO Agent, of (i) Availability, prepared on a monthly basis for the immediately following Fiscal Year (including the Fiscal Year in which the Maturity Date occurs), and (ii) the consolidated, and consolidating by Borrower, balance sheets and statements of income or operations and cash flows of the Parent and its Subsidiaries on a quarterly basis for the immediately following Fiscal Year (including the Fiscal Year in which the Maturity Date occurs), and as soon as available, any significant revisions to such forecast with respect to such Fiscal Year.

6.02 Certificates; Other Information. Deliver to the Agent and FILO Agent, in form and detail reasonably satisfactory to the Agent and the FILO Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of the Lead Borrower, and (ii) a copy of management's discussion and analysis with respect to such financial statements;

(b) ~~(i) from the Effective Date until April 30, 2025, on the third Business Day of each week, a Borrowing Base Certificate (together with supporting documentation) showing the Borrowing Base as of the close of business on the immediately preceding Saturday and thereafter (x) from November 1 until January 15 of each year, on the third Business Day of each week, a Borrowing Base Certificate (together with supporting documentation) showing the Borrowing Base as of the close of business on the immediately preceding Saturday and (y) from and after January 16 until October 31 of each year, on the 16th day of each Fiscal Month (or, if such day is not a Business Day, on the next succeeding Business Day), a Borrowing Base Certificate (together with supporting documentation) showing the Borrowing Base as of the close of business last day of the immediately preceding Fiscal Month, each Borrowing Base Certificate to be certified as complete and correct by a Responsible Officer of the Lead~~

~~Borrower; provided that at any time an Accelerated Borrowing Base Delivery Event has occurred and is continuing, such Borrowing Base Certificate shall be delivered on the third Business Day of each week, as of the close of business on the immediately preceding Saturday;~~

(c) promptly after the same are available, to the extent any of the Loan Parties is a “reporting issuer” under applicable Securities Laws, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Loan Parties, and copies of all annual, regular, periodic and special reports and registration statements which any Loan Party may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, with any national securities exchange or with any similar Canadian Governmental Authority or exchange;

(d) the financial and collateral reports described on Schedule 6.02 hereto, at the times set forth in such Schedule;

(e) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Restricted Subsidiary thereof, copies of each notice or other correspondence received from any Governmental Authority (including, without limitation, the SEC (or comparable agency in any applicable non-U.S. jurisdiction)) concerning any proceeding with, or investigation or possible investigation or other inquiry by such Governmental Authority regarding financial or other operational results of any Loan Party or any Restricted Subsidiary thereof or any other matter which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(f) promptly, such additional information regarding the business affairs, financial condition or operations of any Loan Party or any Restricted Subsidiary, or compliance with the terms of the Loan Documents, as the Agent or FILO Agent (or any Lender acting through the Agent or FILO Agent, as applicable) may from time to time reasonably request;

(g) at any time Availability shall be less than 30% of the Loan Cap, commencing the immediately following month and on a monthly basis, by not later than 11:00 am (ET) on the fifth Business Day of each Fiscal Month, a 13-week cash flow forecast (the “Cash Flow Forecast”) in form and substance consistent with the Cash Flow Forecast Template, reflecting the Loan Parties’ (i) good faith projections of all weekly cash receipts and disbursements on a line item basis in connection with the operation of their businesses for the following 13-week period, and (ii) calculations of the Borrowing Base, Inventory receipts and Availability for each week of such 13-week period; provided, that from the Effective Date until April 30, 2025, such Cash Flow Forecast shall be delivered on the Cash Flow Forecast Template on the Wednesday of each week; provided, further, that at any time Availability shall be less than or equal to the greater of (i) C\$50,000,000 and (ii) 20% of the Loan Cap, such Cash Flow Forecast shall be delivered on Wednesday of each week (or, if Wednesday is not a Business Day, on the next succeeding Business Day), as of the close of business on the immediately preceding Saturday. A Cash Flow Forecast shall continue to be delivered under this Section 6.02(g) until Availability shall be greater than 30% of the Loan Cap for thirty (30) consecutive days, in which case, a Cash Flow Forecast shall no longer be required to be delivered;

(h) within ten (10) days prior to any amalgamation, merger, consolidation, dissolution or other change in entity structure of any Pledgor Unrestricted Subsidiary, provide

notice of such change to the Agent and FILO Agent, along with such other information as reasonably requested by the Agent or FILO Agent;

(i) concurrently with the delivery of the Cash Flow Forecast referred to in Section 6.02(g) above, a variance report, in form and substance reasonably satisfactory to the Agent and FILO Agent, comparing the Loan Parties' actual cash receipts, disbursements and Inventory receipts on a line item basis for the immediately preceding month or week, as applicable, in the Cash Flow Forecast as compared to projected cash receipts, disbursements and Inventory receipts for such month or week, as applicable as set forth in the Cash Flow Forecast; and

(j) on Wednesday of each week (or if such day is not a Business Day on the next day that is a Business Day), a report describing the Loan Parties' weekly sales, margin and inventory for the immediately preceding week, in form and substance consistent with the Weekly Reporting Template.

Documents required to be delivered pursuant to Section 6.01(a), (b), or (c) or Section 6.02(d) (to the extent any such documents are included in materials otherwise filed with the SEC or comparable agency in any applicable non-U.S. jurisdiction) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Lead Borrower posts such documents, or provides a link thereto on the Lead Borrower's website on the Internet at the website address listed on Schedule 10.02 (as may be updated by the Lead Borrower from time to time); or (ii) on which such documents are posted on the Lead Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Agent have access (whether a commercial, third-party website or whether sponsored by the Agent); provided that: the Lead Borrower shall notify the Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Loan Parties hereby acknowledge that (a) the Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Loan Parties hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information (within the meaning of applicable Canadian securities laws and the United States federal securities laws) with respect to the Loan Parties and Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market related activities with respect to such Person's securities) (each, a "Public Lender"). The Loan Parties hereby agree that (w) they will identify that portion of the Borrower Materials that may be distributed to the Public Lenders by clearly and conspicuously marking such Borrower Materials "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Loan Parties shall be deemed to have authorized the Agent, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Loan Parties or their securities for purposes of applicable Canadian securities laws, United States federal securities laws and provincial and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Agent and the Arrangers shall be entitled to treat any Borrower Materials that

are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

6.03 Notices. Promptly after any Responsible Officer of the Loan Parties has actual knowledge thereof, notify the Agent and FILO Agent:

- (a) of the occurrence of any Default or Event of Default;
- (b) of any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Restricted Subsidiary thereof and any Governmental Authority (other than customary tax certiorari proceedings); or the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Restricted Subsidiary thereof, including pursuant to any applicable Environmental Laws, in each case, to the extent that such matter has resulted or would reasonably be expected to result in a Material Adverse Effect;
- (c) of (i) a failure to make any required contribution to a Canadian Pension Plan, the creation of any Lien in favor of the FSRA, or a Canadian Pension Plan, or (ii) the occurrence of a Canadian Pension Plan Termination Event, which would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Restricted Subsidiary thereof;
- (e) of any change in the Lead Borrower's chief executive officer or chief financial officer;
- (f) of the discharge by any Loan Party of its present Registered Public Accounting Firm or any withdrawal or resignation by such Registered Public Accounting Firm;
- (g) of the filing of any Lien for unpaid Taxes against any Loan Party, in each case, in excess of C\$5,000,000;
- (h) of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral under power of eminent domain or by condemnation or similar proceeding or if any material portion of the Collateral is damaged or destroyed;
- (i) of any planned or actual Disposition of Equity Interests of any Loan Party (other than between Loan Parties) which would result (or has resulted) in a Change of Control with respect to such Loan Party;
- ~~(j) of any failure by any Loan Party to pay rent at (i) any of the Loan Parties' distribution centers or warehouses, or (ii) ten percent (10%) or more of such Loan Party's Store locations if, in each case, such failure continues for more than ten (10) days following the day on which a Loan Party received notice of such failure and such failure would be reasonably likely to result in a Material Adverse Effect;~~
- (j) ~~(4)~~ five (5) days prior to the closing of any Permitted Disposition pursuant to clause (h) or (o) of the definition thereof; and

(k) ~~(j)~~ of the delivery of any notice or document under the Existing Canadian Term Loan Credit Agreement or the Term Loan Credit Agreement, to the extent not also delivered hereunder.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth details of the occurrence referred to therein and stating what action the Lead Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities (beyond any applicable grace or cure period), including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, and (b) all lawful claims (including, without limitation, claims of landlords, warehousemen, customs brokers, freight forwarders, consolidators, and carriers) which, if unpaid, would by Law become a Lien upon its property; except, in each case, where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, as applicable, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, (d) no Lien has been filed with respect thereto and (e) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. Each Loan Party shall also duly and timely collect all amounts on account of any sales or transfer taxes required by law to be collected by it, and shall duly and timely remit to the appropriate Governmental Authority any such amounts required by law to be remitted by it except, in each case, where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, as applicable, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, (d) no Lien has been filed with respect thereto and (e) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. Nothing contained herein shall be deemed to limit the rights of the Agent with respect to determining Reserves pursuant to this Agreement.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization or formation except in a transaction permitted by Section 7.04 or 7.05; (b) take all reasonable action to maintain all material rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its material Intellectual Property, except to the extent such Intellectual Property is no longer used or useful in the conduct of the business of the Loan Parties.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, in all material respects, ordinary wear and tear excepted and casualty and condemnation excepted and in accordance with industry practices; and (b) make all necessary repairs thereto and renewals and replacements thereof in accordance with customary industry practice except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance

(a) Maintain with financially sound and reputable insurance companies reasonably acceptable to the Agent that are not affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by

Persons engaged in the same or similar business and operating in the same or similar locations or as is required by Law, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and as are reasonably acceptable to the Agent.

(b) Maintain for themselves and their Restricted Subsidiaries, a Directors and Officers insurance policy, and a “Blanket Crime” policy including employee dishonesty, forgery or alteration, theft, disappearance and destruction, robbery and safe burglary, property, and computer fraud coverage with responsible companies in such amounts as are customarily carried by business entities engaged in similar businesses similarly situated.

(c) Cause fire and extended coverage policies maintained with respect to any Collateral to be endorsed or otherwise amended to include (i) a lenders’ loss payable clause (regarding personal property), in form and substance satisfactory to the Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Agent, (ii) a provision to the effect that none of the Loan Parties, Credit Parties or any other Person shall be a co-insurer and (iii) such other provisions as the Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(d) Cause commercial general liability policies to be endorsed to name the Agent as an additional insured.

(e) Cause business interruption policies to name the Agent as a loss payee and to be endorsed or amended to include (i) a provision that, from and after the Effective Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Agent, (ii) a provision to the effect that none of the Loan Parties, the Agent or any other party shall be a co-insurer and (iii) such other provisions as the Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(f) Cause each such policy referred to in this Section 6.07 to also provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days’ prior written notice thereof by the insurer to the Agent (giving the Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days’ prior written notice thereof by the insurer to the Agent.

(g) Deliver to the Agent, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Agent, including an insurance binder) together with evidence satisfactory to the Agent of payment of the premium therefor.

(h) Permit any representatives that are designated by the Agent to inspect the insurance policies maintained by or on behalf of the Loan Parties and to inspect books and records related thereto and any properties covered thereby.

None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide

waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws; Compliance with Canadian Pension Plans

(a) Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP or IFRS, as applicable, (ii) such contest effectively suspends enforcement of the contested Laws, and (iii) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

(b) With respect to Loan Parties, cause each of its Canadian Pension Plans (other than any Canadian Pension Plan which is a “multi-employer pension plan”, as defined under the *Pension Benefits Act* (Ontario) or any similar type of plan subject to pension benefits standards legislation of another jurisdiction in Canada) to be duly registered and administered in all material respects in compliance with the *Pension Benefits Act* (Ontario) or other applicable pension benefits standards legislation and all other applicable laws (including regulations, orders and directives), and the terms of the Canadian Pension Plans and any agreements relating thereto. Each Loan Party shall ensure:

(i) that no Lien arises on any of its assets in respect of any Canadian Pension Plan (other than Liens in respect of employee contributions withheld from pay but not yet due to be remitted to any Canadian Pension Plan);

(ii) it makes all required contributions to any Canadian Pension Plan when due;

(iii) it takes all steps reasonably required by the Agent to ensure that the Agent has a perfected Lien on any and all reversionary rights of a Loan Party in and to any overfunded contribution amounts or surpluses in a Canadian Pension Plan; and

(c) Comply in all material respects with the requirements of all Canadian Economic Sanctions and Export Control Laws.

6.09 Books and Records; Accountants.

(a) Maintain proper books of record and account, in which full, true and correct entries in conformity in all material respects with GAAP, as the case may be, consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties or such Restricted Subsidiary, as the case may be.

(b) at all times retain a Registered Public Accounting Firm which is reasonably satisfactory to the Agent and instruct such Registered Public Accounting Firm to cooperate with, and

be available to, the Agent or its representatives to discuss the Loan Parties' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such Registered Public Accounting Firm, as may be reasonably raised by the Agent.

6.10 Inspection Rights.

(a) In addition to the rights set forth in clauses (b) and (c) hereof, permit representatives and independent contractors of the Agent and FILO Agent to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and Registered Public Accounting Firm, all at the expense of the Loan Parties and at such reasonable times during normal business hours one time each Fiscal Year for each Borrower, upon reasonable advance notice to the Lead Borrower; provided, however, that when a Default or an Event of Default exists the Agent or FILO Agent (or any of their representatives or independent contractors) may do any of the foregoing at the expense of the Loan Parties at any time during normal business hours and without advance notice. Unless an Event of Default has occurred and is continuing, the Borrowers shall have the right to have a representative at any and all inspections conducted at the Borrowers' headquarters.

(b) Upon the request of the Agent after reasonable prior notice, permit the Agent or professionals (including investment bankers, consultants, accountants, and lawyers) retained by the Agent to conduct commercial finance examinations and other evaluations of the Loan Parties, including, without limitation, of (i) the Borrowers' practices in the computation of the Borrowing Base and (ii) the assets included in the Borrowing Base, and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. The Agent agrees (and the Loan Parties acknowledge) that it shall request at least one (1) commercial finance examination for each Borrower in any twelve (12) month period. The Loan Parties shall pay the fees and expenses of the Agent and such professionals with respect to one (1) commercial finance examination for each Borrower in any twelve (12) month period; provided that as the Agent in its sole discretion may elect, the Loan Parties shall pay for one (1) additional commercial finance examination for each Borrower in each twelve (12) month period; provided, further, that if Availability is at any time less than the greater of (x) fifteen percent (15%) of the Loan Cap and (y) C\$50,000,000 for five (5) consecutive Business Days, the Agent shall request (and the Loan Parties shall pay for) at least two (2) commercial finance examinations for each Borrower in any twelve (12) month period. Notwithstanding the foregoing, (i) the Agent may cause one (1) additional commercial finance examination in any twelve (12) month period to be undertaken for each Borrower as it in its discretion deems necessary or appropriate, at the Credit Parties' expense, and (ii) the Agent may cause additional commercial finance examinations be undertaken if required by applicable Laws or if an Event of Default shall have occurred and be continuing, at the expense of the Loan Parties. Unless an Event of Default has occurred and is continuing, the Lead Borrower shall have the right to have a representative at any and all commercial finance examinations and other evaluations of the Loan Parties.

(c) Upon the request of the Agent after reasonable prior notice, permit the Agent or professionals (including appraisers) retained by the Agent to conduct appraisals of the Collateral, including, without limitation, the assets included in the Borrowing Base. The Agent agrees (and the Loan Parties acknowledge) that it shall request at least one (1) inventory appraisal in any twelve (12) month period. The Loan Parties shall pay the fees and expenses of the Agent and such professionals with respect to one (1) such inventory appraisal in any twelve (12) month period; provided that as the Agent in its sole discretion may elect, the Loan Parties shall pay for one (1) additional inventory appraisal in each twelve (12) month period; provided, further, that if Availability is at any time less than the greater of (x) fifteen percent (15%) of the Loan Cap and (y) C\$50,000,000 for five (5)

consecutive Business Days, the Agent shall request (and the Loan Parties shall pay for) at least two (2) inventory appraisals in any twelve (12) month period. Notwithstanding the foregoing, (i) the Agent may cause one (1) additional inventory appraisal in any twelve (12) month period to be undertaken for each Borrower as it in its discretion deems necessary or appropriate, at the Credit Parties' expense, and (ii) the Agent may cause additional inventory appraisals to be undertaken if required by applicable Laws or if an Event of Default shall have occurred and be continuing, at the expense of the Loan Parties. Unless an Event of Default has occurred and is continuing, the Borrowers shall have the right to have a representative at any and all appraisals of the Collateral conducted at the Borrowers' headquarters.

(d) It is understood and agreed that the appraisals, inspections and examinations provided for in this Section 6.10 shall also be for the benefit of the FILO Agent and the FILO Term Loan Lender, and the FILO Agent shall have the right to conduct any such inspections and examinations, at the Loan Parties' expense, to the extent such any such inspections and examinations are not conducted by the Agent pursuant to this Section 6.10. Unless otherwise agreed by the FILO Agent, in its exclusive discretion, in the event the Agent does not cause at least one (1) Inventory appraisals in any twelve (12) month period, the FILO Agent may provide written notice to the Agent requesting that the Agent cause such appraisals to be conducted and, in the event that the Agent does not engage an acceptable appraiser to conduct such Inventory appraisal(s), then within thirty (30) days after receipt of such request, the Agent may engage the same acceptable appraiser as otherwise engaged by the Agent for such purposes to do so (on terms which require such acceptable appraiser to use the same methodology (including, without limitation, as to scope and assumptions) as used in the inventory appraisals conducted for the Agent) on its behalf at the expense of the Borrowers. In such case, each Loan Party will, and will cause each of its Restricted Subsidiaries to, permit the acceptable appraiser engaged by the Agent to conduct, and will, and will cause each of its Restricted Subsidiaries to, cooperate with such acceptable appraiser in connection with the subject appraisal. The Borrowers irrevocably acknowledges and agrees that the results of such appraisal(s) shall be used by the Agent for determinations with respect to the applicable NOLV and the Borrowing Base, and to the extent applicable, the eligibility of Inventory to be included in the Borrowing Base and Reserves.

(e) The Borrowers will cooperate with the Agent, the FILO Agent and the appraiser, and shall provide the appraiser with all information requested (in a manner consistent with past appraisals) by the appraiser on or prior to January 15, 2025 for the period ending December 31, 2024 by January 31, 2025, to allow the appraiser to use deliver a new inventory appraisal by February 28, 2025, which appraisal shall be used by the Borrowers and Agent for purposes of the determination of the Borrowing Base until such time as a new appraisal is delivered hereunder. The Borrowers shall pay for all costs and expenses associated with such appraisal. The inventory appraisal required under this Section 6.10(e) shall not reduce or limit the Agent's rights for additional appraisals under Section 6.10(c). For the avoidance of doubt, to the extent the Borrowers provide the relevant information to the appraiser by January 31, 2025, the Borrowers shall not breach this Section if the appraisal is not delivered by February 28, 2025.

6.11 Additional Loan Parties; Additional Collateral.

(a) Notify the Agent at the time that any Person becomes, after the Effective Date, a Restricted Subsidiary of the Parent (including any Excluded Subsidiary which no longer qualifies as an Excluded Subsidiary and any Person which is required to become either a borrower or a guarantor under the Term Loan Credit Agreement), and promptly thereafter (and in any event within ninety (90) days or such longer period as the Agent may agree in its direction), cause any such Person which is not an Excluded Subsidiary to (i) become a Loan Party by executing and delivering to the Agent a Joinder

Agreement or such other documents as the Agent shall deem appropriate for such purpose and (ii) grant a Lien to the Agent on such Person's assets to secure the Obligations in order that such Person shall be a Loan Party. In no event shall compliance with this Section 6.11 waive or be deemed a waiver or consent to any transaction giving rise to the need to comply with this Section 6.11 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Restricted Subsidiary, an approval of such Person as a Guarantor hereunder or permit the inclusion of any acquired assets in the computation of the Borrowing Base or any component thereof. For the avoidance of doubt, in the event any Person is required to become a Borrower hereunder, the Agent and the Lenders shall have received all documentation and other information relating to the Borrowers and the other Loan Parties required by regulatory authorities under applicable AML Legislation.

(b) In no event shall compliance with this Section 6.11 waive or be deemed a waiver or consent to any transaction giving rise to the need to comply with this Section 6.11 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Restricted Subsidiary, an approval of such Person as a Guarantor hereunder or permit the inclusion of any acquired assets in the computation of the Borrowing Base or any component thereof.

(c) In no event shall any Unrestricted Subsidiary under clause (a) of the definition thereof (other than RioCan Joint Venture and the respective Subsidiaries of each of the foregoing) own or hold total assets or annual revenue in an amount in excess of 1.00% of the consolidated assets or annual revenues of the Parent and its Restricted Subsidiaries as of the last day of the most recently completed fiscal quarter, in each case determined in accordance with GAAP or IFRS, as applicable.

6.12 Cash Management.

(a) On or prior to the Effective Date (or such later date to which the Agent may agree in writing):

(i) deliver to the Agent copies of notifications (each, a "Credit Card Notification") reasonably satisfactory in form and substance to the Agent which have been executed on behalf of any Loan Party and delivered to such Loan Party's credit card clearinghouses and processors listed on Schedule 5.22(b); and

(ii) enter into an Account Control Agreement satisfactory in form and substance to the Agent with each Controlled Account Bank (collectively, the "Controlled Accounts"); provided that such Controlled Accounts shall in no event include any Excluded Accounts.

(b) ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Controlled Account all amounts on deposit in each DDA, other than any Excluded Accounts (net of any minimum balances, not to exceed C\$50,000 required to be kept in the subject DDA by the depository institution at which DDA is maintained, but in no event in excess of C\$2,500,000 in the aggregate for all such DDAs (other than during the months of November, December and January, during which months such cash shall not exceed C\$4,000,000 at any time in the aggregate)) and all payments due from all Credit Card Issuers and Credit Card Processors.

(c) After the occurrence and during the continuance of a Cash Dominion Event, cause the ACH or wire transfer to the concentration account maintained by the Agent at Bank of America (the "Collection Account") (in the case of any Loan Party), no less frequently than daily (and

whether or not there are then any outstanding Obligations), all cash receipts and collections received by each Loan Party from all sources, including, without limitation, the following:

(i) all available cash receipts from the sale of Inventory (including without limitation, proceeds of credit card charges) and other assets (whether or not constituting Collateral);

(ii) all proceeds of collections of Accounts;

(iii) all Net Proceeds, and all other cash payments received by a Loan Party from any Person or from any source or on account of any Disposition of Collateral or other transaction or event, including, without limitation, any Prepayment Event; and

(iv) the then entire ledger balance of each Controlled Account (net of (A) any minimum balances required to be kept in such Controlled Account by the depository institution at which such Controlled Account is maintained plus (B) up to C\$2,500,000 in the aggregate (other than during the months of November, December and January, during which months such cash shall not exceed C\$4,000,000 at any time in the aggregate)).

(d) Each Collection Account shall at all times be under the sole dominion and control of the Agent. The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no right of withdrawal from the Collection Accounts, (ii) the funds on deposit in each Collection Account shall at all times be collateral security for the Obligations, and (iii) the funds on deposit in the Collection Accounts shall be applied to the Obligations as provided in this Agreement. In the event that, notwithstanding the provisions of this Section 6.12, any Loan Party receives or otherwise has dominion and control of any such cash receipts or collections, such receipts and collections shall be held in trust by such Loan Party for the Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into a Controlled Account, a Collection Account or dealt with in such other fashion as such Loan Party may be instructed by the Agent. Upon Payment in Full, all remaining amounts in the Collection Accounts shall be released and transferred to the Loan Parties as designated by the Lead Borrower.

(e) Upon the request of the Agent, cause bank statements and/or other reports to be delivered to the Agent, accurately setting forth all amounts deposited in each Controlled Account to ensure the proper transfer of funds as set forth above.

6.13 Information Regarding the Collateral.

(a) Furnish to the Agent at least ten (10) days (or within such other period as may be agreed to by the Agent) prior written notice of any change in: (i) any Loan Party's name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Loan Party's chief executive office, its principal place of business, domicile (within the meaning of the *Civil Code of Quebec*), any office in which it maintains books or records relating to Collateral, or any office or facility at which Collateral in excess of C\$5,000,000 owned by it is located (including the establishment of any such new office or facility); provided, that any Loan Party may change its corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral, to any other location in a province or territory of Canada in which it had such a location as of the Effective Date (with prior notice of such change to Agent); or (iii) any Loan Party's type of organization or jurisdiction of incorporation or formation. The

Loan Parties shall not effect or permit any change referred to in the preceding sentence unless all filings have been made under the PPSA or otherwise that are required in order for the Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral for its own benefit and the benefit of the other Credit Parties.

(b) Should any of the information on any of the Schedules hereto become inaccurate or misleading in any material respect as a result of changes after the Effective Date, advise the Agent and FILO Agent in writing of such revisions or updates as may be necessary or appropriate to update or correct the same. From time to time as may be reasonably requested by the Agent or FILO Agent, the Lead Borrower shall supplement each Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter arising after the Effective Date that, if existing or occurring on the Effective Date, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (except to the extent such information was only required as of the Effective Date) (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein). Notwithstanding the foregoing, no supplement or revision to any Schedule or representation shall be deemed the Credit Parties' consent to the matters reflected in such updated Schedules or revised representations nor permit the Loan Parties to undertake any actions otherwise prohibited hereunder or fail to undertake any action required hereunder from the restrictions and requirements in existence prior to the delivery of such updated Schedules or such revision of a representation; nor shall any such supplement or revision to any Schedule or representation be deemed the Credit Parties' waiver of any Default or Event of Default resulting from the matters disclosed therein.

6.14 Physical Inventories.

Cause not less than one physical inventory of the Loan Parties' inventory to be undertaken, at the expense of the Loan Parties, in each Fiscal Year and periodic cycle counts, in each case consistent with past practices, conducted by such inventory takers as are satisfactory to the Agent acting reasonably and following such methodology as is consistent with the methodology used in the immediately preceding inventory or as otherwise may be satisfactory to the Agent, acting reasonably. The Agent, at the expense of the Loan Parties, may participate in and/or observe each scheduled annual physical count of Inventory which is undertaken on behalf of any Loan Party. The Lead Borrower shall promptly post the results of each such inventory (as well as any other physical inventories or cycle counts undertaken by a Loan Party) to the Loan Parties' stock ledgers and general ledgers, as applicable.

6.15 Environmental Laws.

(a) Conduct its operations and keep and maintain its Real Estate in material compliance with all Environmental Laws; (b) obtain and renew all material environmental permits necessary for its operations and properties; and (c) implement any and all investigation, remediation, removal and response actions that are appropriate or necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Restricted Subsidiaries shall be required to undertake any such clean-up, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP or IFRS, as applicable.

6.16 Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any Law, or which any Agent may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties; provided however, that such documentation shall not increase the duties, liabilities or obligations of any Loan Party hereunder or reduce the rights of any Loan Party hereunder. The Loan Parties also agree to provide to the Agent, from time to time upon request, evidence satisfactory to the Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

(b) If any material assets of the type that is Collateral, are acquired by any Loan Party after the Effective Date (other than assets constituting Collateral under the Security Documents that become subject to the perfected first-priority Lien under the Security Documents upon acquisition thereof), notify the Agent thereof, and the applicable Loan Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be necessary or shall be requested by any Agent to grant and perfect such Liens, including actions described in paragraph (a) and (c) of this Section 6.16, all at the expense of the applicable Loan Parties. In no event shall compliance with this Section 6.16(b) waive or be deemed a waiver or consent to any transaction giving rise to the need to comply with this Section 6.16(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute consent to the inclusion of any acquired assets in the computation of the Borrowing Base.

(c) Upon the request of the Agent, cause each of the Loan Parties' customs brokers, freight forwarders, consolidators and/or carriers to deliver an agreement (including, without limitation, a Customs Broker/Carrier Agreement) to the Agent covering such matters and in such form as the Agent may reasonably require.

6.17 Monetization Efforts. The Borrowers shall cooperate, in good faith, with the Agent, FILO Agent (and their respective advisors) to provide updates and access to information regarding the asset monetization efforts of the Loan Parties and their Subsidiaries (including with respect to the Specified Canadian Leasehold Collateral), including, in each case, (x) updates of progress toward asset monetization efforts and (y) to the extent reasonably requested by the Agent or FILO Agent, weekly conference calls with the Agent, FILO Agent (and their respective advisors).

6.18 Most Favored Nation.

If, following the Effective Date, the Term Loan Credit Agreement is amended, amended and restated, supplemented or otherwise modified, or is replaced by a replacement credit facility, and in any such case, the definitive documentation in respect thereof amends any of the provisions thereof which are substantially replicated in this Agreement in a manner which is less favorable to the Borrowers and Guarantors than the terms of this Agreement, then such provisions in this Agreement shall be deemed amended to conform to the modified provisions in the Term Loan Credit Agreement, without the need for any further notice to or approval or agreement by the parties. The Borrowers agree to provide prompt notice to the Agent and FILO Agent of the entering into of any such amendment, amendment or restatement, supplement or other agreement giving rise to any such amendment to this Agreement, and upon request of the Agent or FILO Agent, to enter into any amending agreement reasonably required by the Agent or FILO Agent with respect of this Agreement

in order to reflect herein any such provisions amended therein. Notwithstanding anything herein to the contrary, the provisions of this Section 6.18 shall only apply so long as the Term Loan Credit Agreement is outstanding (and such and such baskets, triggers, and covenants modified as a result of this Section 6.18 shall automatically be amended to the language in effect prior to the application of this provision).

6.19 Saks.com Material Agreement.

(a)(i) Perform and observe all the payment terms and other material terms and provisions of the Saks.com Material Agreement to be performed or observed by it; (ii) maintain the Saks.com Material Agreement in full force and effect (other than with respect to a Permitted Store Closing); (iii) enforce all of its rights that are material to the Loan Parties or the Agent under the Saks.com Material Agreement in accordance with its terms; (iv) take such actions as may be from time to time reasonably requested by the Agent with respect to the enforcement or administration of the Saks.com Material Agreement; (v) promptly upon the execution thereof, provide the Agent with copies of all material amendments, modifications and supplements to the Saks.com Material Agreement; and (vi) provide the Agent and the Lenders with such information and reports with regard to the Saks.com Material Agreement as either shall reasonably request from time to time.

6.20 Off Fifth.com Material Agreements.

(a)(i) Perform and observe all the payment terms and other material terms and provisions of each Off Fifth.com Material Agreement to be performed or observed by it; (ii) maintain each such Off Fifth.com Material Agreement in full force and effect (other than with respect to a Permitted Store Closing); (iii) enforce all of its rights that are material to the Loan Parties or the Agent under each such Off Fifth.com Material Agreement in accordance with its terms; (iv) take such actions as may be from time to time reasonably requested by the Agent with respect to the enforcement or administration of the Off Fifth.com Material Agreements; (v) promptly upon the execution thereof, provide the Agent with copies of all material amendments, modifications and supplements to the Off Fifth.com Material Agreements; and (vi) provide the Agent and the Lenders with such information and reports with regard to the Off Fifth.com Material Agreements as either shall reasonably request from time to time.

6.21 Financial Consultant.

(a) At the Agent's or FILO Agent's election, in their respective sole discretion, the Agent may engage for the benefit of the Credit Parties, on terms and conditions acceptable to the Agent and FILO Agent and at the sole cost of the Loan Parties, a financial consultant acceptable to the Agent and FILO Agent (the "Financial Consultant"). The Financial Consultant shall assist management of the Loan Parties in all aspects of the management of the businesses and properties of the Loan Parties and shall, among other things, assist Loan Parties in the preparation of and compliance with, on an ongoing basis, the Cash Flow Forecast and compliance with the terms and conditions set forth in this Agreement and the other Loan Documents.

(b) Each of the Loan Parties irrevocably authorizes and directs the Financial Consultant to consult with the Agent, FILO Agent and the Lenders and to share with the Agent, FILO Agent and the Lenders the Cash Flow Forecast and all other budgets, records, projections, financial information, reports and other information prepared by or in the possession of the Financial Consultant relating to any Loan Party, including without limitation, the assets and financial condition of the Loan Parties as well as the operations of the businesses of the Loan Parties. Each Loan Party agrees to provide the Financial Consultant with complete access to all of the books and records of such Loan Party, all of the premises of

such Loan Party and to all management and employees of such Loan Party as may be reasonably requested as and when deemed reasonably necessary by the Financial Consultant.

6.22 Post-Closing Covenant.

(a) The Borrower and FILO Agent will enter into the Store Closing Engagement Letter no later than January 3, 2025, which date may be extended by the FILO Agent in its reasonable discretion.

(b) The Borrowers shall use reasonable best efforts to enter into a software license agreement for the use of “ReStore for Retail” with ReStore App, LLC (a/k/a ReStore for Retail), in form and substance reasonably acceptable to ReStore by January 15, 2025. The Borrowers shall use commercially reasonable efforts to have the software fully operational by no later than February 28, 2025; provided that operational integration of software systems shall not be required

(c) The Lead Borrower, HBC Europe Holding SARL and GHBC Groupe Inc. shall have shall have executed and delivered an intercompany subordination agreement, in form and substance reasonably satisfactory to the Agent, with respect to all intercompany indebtedness outstanding as of the Effective Date by (a) the Lead Borrower to HBC Europe Holding SARL and (b) the Lead Borrower to GHBC Groupe Inc., by no later than 15 days after the Effective Date (or such later date as may be agreed to by the Agent in its Reasonable Credit Judgment)

6.23 Consignment Matters.

(a) The Borrowers shall place orders for C\$25,000,000 of additional consignment inventory under the Gordon Brothers Consignment Agreement or any other Consignment Agreement with ReStore or its Affiliates no later than January 15, 2025 for immediate delivery and an additional C\$25,000,000 of consignment inventory no later than January 31, 2025 for immediate delivery under the current Gordon Brothers Consignment Agreement. If required, the ReStore or its Affiliates will provide a new C\$60,000,000 consignment facility with terms to reflect structure and purpose of the new facility that are on terms (taken as a whole) no worse to ReStore and its Affiliates than in the existing Gordon Brothers Consignment Agreement.

(b) At all times, consignment inventory shall be capped at 15% of aggregate Eligible Inventory (it being understood that at no time shall any consigned inventory be included in the calculation of Eligible Inventory or Eligible In-Transit Inventory) (the “Consignment Cap”).

(c) Commencing on the 45-day period beginning January 15, 2025, the Borrowers shall have, on at least one occasion during each 45 day period, at least the lesser of (x) C\$55,000,000 and (y) the Cap of consignment inventory, with a minimum amount of consignment Inventory at any time of not less than C\$40,000,000, until vendor payables aging has been acceptably normalized in FILO Agent’s sole discretion.

6.24 Specified Distribution Requirements. Cause (a) ordinary course distributions from the RioCan JVCo to be made in manner consistent with past practices and (b) for the proceeds of such distributions, allocable to the Loan Parties’ and their Subsidiaries’ (including any Excluded Subsidiaries’) collective interest in the RioCan JVCo to be distributed to the Loan Parties.

6.25 Weekly Advisor Calls. Cause the Company FA (as defined in the First Amendment) and senior management of the Loan Parties to attend weekly calls with the Agent, FILO Agent and their

respective advisors at such time as mutually agreed commencing with the first full week following the appointment of the Company FA to discuss liquidity, operational performance and strategic transactions.

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than contingent indemnification claims for which a claim has not been asserted), or any Letter of Credit shall remain outstanding, no Loan Party shall, nor shall it permit any Restricted Subsidiary or, solely with respect to Sections 7.01, 7.03, 7.05, and 7.10 below, any Pledgor Unrestricted Subsidiary, to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired or sign or file or suffer to exist under the PPSA or any similar Law or statute of any jurisdiction a financing statement or registration that names any Loan Party or any Restricted Subsidiary thereof, or any Pledgor Unrestricted Subsidiary as debtor; sign or suffer to exist any security agreement authorizing any Person thereunder to file such financing statement or registration; or collaterally assign or otherwise transfer as collateral security any accounts or other rights to receive income, other than, as to all of the above, Permitted Encumbrances.

7.02 Investments. Make any Investments, except Permitted Investments.

7.03 Indebtedness; Disqualified Stock; Equity Issuances

(a) Create, incur, assume, guarantee, suffer to exist or otherwise become or remain liable with respect to, any Indebtedness, except Permitted Indebtedness; or (b) issue Disqualified Stock.

7.04 Fundamental Changes. Merge, dissolve, wind up into, liquidate, amalgamate, consolidate with or into another Person (or agree to do any of the foregoing) except that so long as no Default or Event of Default shall have occurred and be continuing prior to or immediately after giving effect to any action described below or would result therefrom:

(a) any Restricted Subsidiary which is not a Loan Party may merge or amalgamate with or dissolve into (i) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries which are not Loan Parties, provided that when any wholly-owned Restricted Subsidiary is merging or amalgamating with another Restricted Subsidiary, the wholly-owned Restricted Subsidiary shall be the continuing or surviving Person;

(b) any Restricted Subsidiary which is a Loan Party may merge or amalgamate or dissolve into any Restricted Subsidiary which is a Loan Party or into a Borrower, provided that in any merger, amalgamation or dissolution involving a Borrower, such Borrower shall be the continuing or surviving Person; and

(c) in connection with a Permitted Acquisition, any Restricted Subsidiary of a Loan Party may merge or amalgamate with or into or consolidate with any other Person or permit any other Person to merge or amalgamate with or into or consolidate with it; provided that (i) the Person surviving such merger or amalgamation shall be a wholly-owned Restricted Subsidiary of a Loan Party and such Person shall become a Loan Party to the extent required in accordance

with the provisions of Section 6.11 hereof, and (ii) in the case of any such merger or amalgamation to which any Loan Party is a party, such Loan Party is the surviving Person.

7.05 Dispositions. Make any Disposition except Permitted Dispositions. Notwithstanding anything in this Section 7.05 to the contrary, no Disposition shall be permitted if after giving effect to any Disposition, any Default or Event of Default or Overadvance shall exist or result therefrom.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that each of the following shall be permitted so long as no Default or Event of Default shall have occurred and be continuing prior, or immediately after giving effect, to the following, or would result therefrom provided that, except as permitted pursuant to clause (e) below, no Restricted Payment shall be made by any Loan Party to any Unrestricted Subsidiary:

- (a) each Subsidiary may make Restricted Payments to any Loan Party;
- (b) each Loan Party may make Restricted Payments to any other Loan Party;
- (c) the Loan Parties and each Restricted Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other Equity Interests of such Person;
- (d) the Lead Borrower or Canadian Holdco2 may purchase, redeem or otherwise acquire Equity Interests issued by them in the ordinary course of business and/or may declare or pay cash dividends to the holders of their Equity Interests in the ordinary course of business, in an aggregate amount not to exceed C\$4,125,000 in any twelve month period; provided that: (a) no Default or Event of Default exists or would arise as a result of such Restricted Payment and (b) immediately after giving pro forma effect to such Restricted Payment, Availability shall be greater than fifteen percent (15%) of the Loan Cap;
- (e) if the RP Conditions are satisfied, the Lead Borrower or Canadian Holdco2 may purchase, redeem or otherwise acquire Equity Interests issued by it and/or may declare or pay cash dividends to the holders of its Equity Interests or repurchase, redeem, or otherwise acquire Equity Interests in an amount not to exceed \$4,250,000 per fiscal year;
- (f) the Restricted Subsidiaries of the Lead Borrower or Canadian HoldCo2 may make a Restricted Payment with amounts received from an Excluded Subsidiary (i) to any Person entitled to receive such amounts that are funded solely from the proceeds of ordinary course distributions received directly or indirectly from RioCan JVCo, and (ii) to any other Restricted Subsidiary and to a Borrower to repay the Term Loan Debt and the Revolving Obligations set forth in Section 2.05(i) hereof, in each case, funded with (x) proceeds of Indebtedness incurred by an Excluded Subsidiary under a financing arrangement permitted under clause (j) of “Permitted Indebtedness” or (y) proceeds of dividends and distributions received directly or indirectly from RioCan JVCo, any Pledgor Unrestricted Subsidiary or any other Excluded Subsidiary as a result of a Permitted Disposition under clause (h) or (o) of the definition thereof;
- (g) [reserved];

(h) each Subsidiary and each Loan Party may make Restricted Payments to Parent or any holding company thereof in order to pay taxes required to be paid to any taxing authority by such Loan Party or such Subsidiary or the direct or indirect holders of its Equity Interests as contemplated in the definition of “Net Proceeds” from the proceeds of any transaction giving rise to such Net Proceeds; and

(i) cash distributions by any Borrower and/or any Restricted Subsidiary to allow HBSFA Holdings Ltd. to pay any Canadian income taxes attributable to income, operations or activities of the Borrower and/or its Subsidiaries;

Notwithstanding the foregoing, no Restricted Payments shall be made in the first fiscal year occurring after the Effective Date other than pursuant to clauses (a), (b), and (h).

7.07 Prepayments of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness (other than the Revolving Obligations), or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) (i) as long as no Default or Event of Default then exists, regularly scheduled or mandatory repayments, repurchases, redemptions or defeasances of (A) Permitted Indebtedness (other than Material Indebtedness, Subordinated Indebtedness, Term Loan Debt, and the Existing Canadian Term Loan Debt) and (B) Subordinated Indebtedness in accordance with the subordination terms thereof and (ii) mandatory repayments, repurchases, redemptions or defeasances of the Term Loan Debt (a) on the maturity date of the Term Loan Debt and (b) from the proceeds of Term Loan Priority Collateral in accordance with the Term Loan Credit Agreement and the Existing Canadian Term Loan Credit Agreement, as applicable (as in effect on the Effective Date or as thereafter modified in accordance with the Term Loan Intercreditor Agreement), (b) voluntary prepayments, repurchases, redemptions or defeasances of (i) subject to Sections 2.05(f) and (g) with respect to any FILO Term Loan prepayment, the Obligations hereunder, (ii) Indebtedness pursuant to clause (p) of the definition of “Permitted Indebtedness”, so long as the RP Conditions are satisfied at the time of and immediately after giving effect to such prepayment, (iii) Indebtedness of any Loan Party to another Loan Party in accordance with the terms of this Agreement, (iv) Indebtedness under the Term Loan Credit Agreement subject to the Prepayment Conditions, (v) Indebtedness of an Immaterial Subsidiary under clause (m) of the definition of “Permitted Indebtedness” may be repaid to a Loan Party or to any other Immaterial Subsidiary so long as such payment is ultimately transferred to a Loan Party, (vi) Material Indebtedness subject to the Prepayment Conditions, and (vii) Indebtedness under the Existing Canadian Term Loan Credit Agreement, subject to the Prepayment Conditions, and (c) Permitted Refinancings of any such Indebtedness.

Notwithstanding anything herein to the contrary, the optional prepayment, redemption, regularly scheduled principal or interest payments and payment of fees, expenses and indemnification obligations of any indebtedness owing from a Loan Party to a “loan party” or equivalent term under any Saks Global Facility shall be (A) subordinated to the Obligations on terms reasonably satisfactory to the Agent, (B) limited to interest payments made in kind, and (C) subject to a prohibition on the final maturity occurring within the date that is ninety-one (91) days after the final stated maturity date of this Agreement.

7.08 Change in Nature of Business. Engage in any line of business substantially different from those lines of business conducted by the Loan Parties and their Restricted Subsidiaries on the Effective Date or any business reasonably related, complimentary or incidental thereto (it being understood that the ownership of Equity Interests in any real estate investment trust and property development activities shall be deemed to be a related business).

7.09 Transactions with Affiliates. Enter into, renew, extend or be a party to any transaction of any kind with any Affiliate of any Loan Party, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, provided that the foregoing restriction shall not apply to (a) a transaction between or among the Loan Parties, or a transaction permitted by Section 7.04, (b) transactions described on Schedule 7.09 hereto, (c) advances or reimbursements for commissions, travel and other similar purposes in the ordinary course of business to directors, officers and employees, (d) the payment of reasonable fees and out-of-pocket costs to directors, and compensation, bonuses, employee benefit arrangements and stock option plans paid to, and indemnities provided for the benefit of, directors, officers or employees of the Parent or any of its Restricted Subsidiaries, (e) aircraft use benefits provided to senior executives for personal use to be reimbursed at cost; (f) as long as no Change of Control results therefrom, any issuances of securities of any Loan Party (other than Disqualified Stock) or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership or equity incentive plans of the Parent or any of its Restricted Subsidiaries, (g) as long as no Default or Event of Default then exists or would arise therefrom and clause (h) of the definition of "Permitted Disposition" is otherwise complied with, a RE Sale-Leaseback and the performance of its obligations thereunder, (h) Restricted Payments permitted pursuant to Section 7.06, (i) Investments permitted pursuant to clauses (g), (h), (m), (p), and (x) of the definition of "Permitted Investments", (j) Indebtedness permitted pursuant to clauses (b), (m), (q), (s) and (y) of the definition of "Permitted Indebtedness", (k) Dispositions permitted pursuant to clauses (f) and (g) of the definition of "Permitted Disposition" and (l) payment of management fees of up to C\$1,000,000 in the aggregate per annum and reimbursement of reasonable expenses of up to C\$1,000,000 per annum incurred for the sole benefit of one or more of the Loan Parties.

7.10 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than (x) this Agreement or any of the other Loan Documents, (y) the Term Loan Documents or (z) the Existing Canadian Term Loan Documents) that (a) limits the ability (i) of any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary to make Restricted Payments or other distributions to any Loan Party or to otherwise transfer property to or invest in a Loan Party, (ii) of any Restricted Subsidiary to Guarantee the Obligations, (iii) of any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary to make or repay loans to a Loan Party, or (iv) of the Loan Parties, any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person in favor of the Agent except to the extent such Contractual Obligation exists, as of the Effective Date, pursuant to the Organization Documents of such Loan Party, Restricted Subsidiary or Pledgor Unrestricted Subsidiary and such Loan Party, Restricted Subsidiary or Pledgor Unrestricted Subsidiary has received the required consent under such Organization Documents to grant a Lien in favor of the Agent or such restriction is otherwise set forth on Schedule 7.10; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under clause (c) of the definition of "Permitted Indebtedness" solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person; provided that neither the Term Loan Debt nor the Existing Canadian Term Loan Debt shall not restrict the Indebtedness, Guarantees and security contemplated by this Agreement and the other Loan Documents.

7.11 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to extend credit to others for the purposes of purchasing or carrying margin stock or to refund Indebtedness originally incurred for such

purpose, (b) to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions or for any purpose which would violate the Sanctions or any anti-corruption Laws, or (c) for any purpose other than, (i) on the Effective Date, (A) to fund any original issue discount or upfront fees under this Agreement or the Term Loan Credit Agreement, (B) to replace, backstop or cash collateralize any existing letters of credit, guarantees, surety bonds or similar instruments for the account of the Lead Borrower and its subsidiaries, (C) for working capital needs, and (D) to pay fees and expenses incurred in connection with the Effective Date Transactions, and (ii) after the Effective Date, for working capital, capital expenditures, and other lawful general corporate purposes (including (A) the acquisition of working capital assets in the ordinary course of business, (B) the financing of Capital Expenditures of the Loan Parties, and (C) the making of Permitted Acquisitions, other Investments and Restricted Payments, in each case to the extent not prohibited under this Agreement and the other Loan Documents.

7.12 Amendment of Material Documents.

(a) Change or amend the terms of any Subordinated Indebtedness (or any indenture or agreement in connection therewith) if the effect of such amendment is to: (i) increase the interest rate on such Subordinated Indebtedness; (ii) change the dates upon which payments of principal or interest are due on such Subordinated Indebtedness other than to extend such dates; (iii) change any default or event of default other than to delete or make less restrictive any default provision therein, or add any covenant with respect to such Subordinated Indebtedness; (iv) change the redemption or prepayment provisions of such Subordinated Indebtedness other than to extend the dates therefor or to reduce the premiums payable in connection therewith; (v) grant any security or collateral to secure payment of such Subordinated Indebtedness; or (vi) change or amend any other term if such change or amendment would materially increase the obligations of the Loan Parties thereunder or confer additional material rights on the holder of such Subordinated Indebtedness in a manner adverse to any Loan Party, the Agent or any Lender, in each case, without the prior consent of the Agent.

(b) Amend, modify or waive any of a Loan Party's rights under (or, in the case of clause (c) or (d) below, agree or consent to amend, modify or waive any of the terms of) (a) its Organization Documents in a manner materially adverse to the Credit Parties, (b) any Material Contract, (c) any instrument, document or agreement relating to Material Indebtedness (other than (x) the Term Loan Documents or (y) on account of any Permitted Refinancing thereof or Subordinated Indebtedness which is provided for in clause (a) of this Section), 7.12(a)), in each case, to the extent that such amendment, modification or waiver (A) would result in an Event of Default under any of the Loan Documents or, (B) would be in violation of the Junior/Senior Intercreditor Agreement (in the case of any amendment, modification or waiver of any Existing Canadian Term Loan Document), (C) would be materially adverse to the Credit Parties, or (D) otherwise would be reasonably likely to have a Material Adverse Effect, or (d) the Term Loan Credit Agreement or the Loan Documents (as defined in the Term Loan Credit Agreement) to the extent that such amendment, modification or waiver is prohibited under the Term Loan Intercreditor Agreement.

(c) amend, supplement, modify, waive, terminate or cancel the Saks.com Material Agreement, in each case to the extent that such amendment, supplement, modification, waiver, termination or cancellation would result in a Default or an Event of Default under any of the Loan Documents.

(d) amend, supplement, modify, waive, terminate or cancel any Off Fifth.com Material Agreement, in each case to the extent that such amendment, supplement, modification, waiver, termination or cancellation would result in a Default or an Event of Default under any of the Loan Documents.

7.13 Fiscal Year. Change the Fiscal Year of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP or IFRS, as applicable.

7.14 Deposit Accounts; Credit Card Processors. Open new DDAs unless, if applicable, the Loan Parties shall have delivered to the Agent appropriate Account Control Agreements with respect to concentration accounts of the Loan Parties consistent with the provisions of Section 6.12 and otherwise satisfactory to the Agent. No Loan Party shall maintain or enter into any agreements with Credit Card Issuers or Credit Card Processors other than the ones expressly contemplated herein or with such other Credit Card Issuers or Credit Card Processors to whom a Credit Card Notification has been furnished.

7.15 Financial Covenant. At any time permit Availability to be less than the greater of (x) 10% of the Loan Cap and (y) C\$32,500,000; provided, that in the event no Revolving Loans are outstanding, Availability shall be calculated as the result of (x) the Revolving Loan Cap, minus (y) the Total Revolving Outstandings, plus (z) Qualified Cash.

7.16 Inactive Subsidiaries. Notwithstanding any other term or provision in this Agreement or any other Loan Document, no Inactive Subsidiary shall (i) engage in any trade or business, (ii) own any assets (other than its name) or (iii) create, incur, assume or permit to exist any Indebtedness.

7.17 Immaterial Subsidiaries Covenant Baskets. Notwithstanding any term or provision in this Agreement, (i) Investments in Immaterial Subsidiaries including Permitted Acquisitions, (ii) intercompany loans and advances made to any Immaterial Subsidiary pursuant to clause (b) of the definition of "Permitted Indebtedness", (iii) Guarantees by any Loan Party of any Permitted Indebtedness in favor of any Immaterial Subsidiary, (iv) sales, transfers, conveyances, assignments or other dispositions of the properties or assets of any Loan Party to any Immaterial Subsidiary made pursuant to clause (n) of the definition of "Permitted Disposition", and (v) Restricted Payments made by any Loan Party to any Immaterial Subsidiary shall not, collectively, exceed C\$5,000,000 in the aggregate at any time outstanding (after taking in to account any contemporaneous distribution or payment from Immaterial Subsidiaries to Loan Parties at the time of any such transaction); provided, that for purposes of any determination made with respect to this Section 7.17, the amount of Indebtedness outstanding from any Immaterial Subsidiary pursuant to clause (b) of the definition of "Permitted Indebtedness" shall be the amount of such Indebtedness outstanding at such time of determination.

7.18 Pensions and Benefit Plans.

No Loan Party shall (i) permit any Pension Plan Unfunded Liability to exist other than in accordance with applicable Laws, and other than where same could not reasonably be expected to have a Material Adverse Effect, (ii) terminate or wind-up a defined benefit Canadian Pension Plan unless (A) there are no Pension Plan Unfunded Liabilities in respect of or resulting from such termination or wind-up, or (B) upon such termination or wind-up, the Loan Parties would be able to meet the Payment Conditions on a pro form basis assuming payment of all of the Pension Plan Unfunded Liabilities in respect of or resulting from such termination or wind-up on the date of such termination or wind-up as if the payment were made under Section 7.07(b)(i) and, pending the payment thereof, an Availability

Reserve would be implemented in the amount of such Pension Plan Unfunded Liabilities in respect of or resulting from such termination or wind-up.

7.19 Hazardous Materials.

No Loan Party shall cause or permit a Release of any Hazardous Material on, at, in, under, above, to or from any of the Real Estate where such Release would (a) violate in any respect, or form the basis for any Environmental Liabilities under, any Environmental Laws, or (b) otherwise adversely impact the value or marketability of any of the Real Estate or any of the Collateral, other than such violations or Environmental Liabilities that could not reasonably be expected to have a Material Adverse Effect.

7.20 Sale Leasebacks.

No Loan Party shall enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred (a “Sale and Leaseback Transaction”); provided that (a) a RE Sale-Leaseback shall be permitted to the extent permitted by clause (h) of the definition of “Permitted Disposition”, and (b) a Sale and Leaseback Transaction shall be permitted so long as (i) no Default or Event of Default has occurred and is continuing or would result after giving effect to any such Sale and Leaseback Transaction, (ii) if such Sale and Leaseback Transaction relates to personal property, it (A) is made for cash consideration in an amount not less than the fair value of such property (or, if greater, the amount advanced (as reflected in the most recently delivered Borrowing Base Certificate), or available to be advanced, against such assets under the Borrowing Base), (B) the cash proceeds from any such Sale and Leaseback Transaction are used to repay the Loans in accordance with Section 2.05, and (C) is pursuant to a lease on market terms, and (iii) if such Sale and Leaseback Transaction relates to real property, (A) it is on reasonable terms and will not adversely affect the business or operations of any Loan Party, (B) the Agent is provided with the reasonable details of such proposed Sale and Leaseback Transaction in advance thereof, along with any agreement, document or other information relating thereto as the Agent may request, acting reasonably, and (C) if requested by the Agent, the purchaser executes and delivers a Collateral Access Agreement in favor of, and on terms reasonably satisfactory to, the Agent.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. Any Borrower or any other Loan Party fails to pay when and as required to be paid, (i) any amount of principal of any Loan or any L/C Obligation, or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) any interest, fee or other amount payable hereunder, which failure continues for five (5) days; or

(b) Specific Covenants. (i) Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02(a), 6.02(b), 6.02(d), 6.02(g), 6.03(a), 6.05(a), 6.07 (but only with respect to fire and extended coverage policies maintained with respect to the Collateral), 6.10, 6.11, 6.12, 6.13, 6.14, 6.22, 6.23 or Article VII; or

(c) Limited Grace. Any Loan Party fails to perform or observe any term, covenant or agreement contained in (i) Section 6.01 and such failure continues for ten (10) Business Days or (ii) Section 6.21 and such failure continues for fifteen (15) Business Days, solely with respect to this clause (ii), from the date the Agent provided written notice of such failure to the Lead Borrower; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith by any Borrower or any other Loan Party (including, without limitation, any Borrowing Base Certificate) shall be false or misleading in any material respect (or in the case of any representation and warranty qualified by materiality, in any respect) when made or deemed made; or

(f) Cross-Default. Any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise but after giving effect to any applicable grace period) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto (in each case, after giving effect to any applicable grace period), or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Material Indebtedness or the beneficiary or beneficiaries of any Guarantee thereof (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed in full (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or

(g) Insolvency Proceedings, Etc. Any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver and manager, monitor, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or a proceeding shall be commenced or a petition filed, without the application or consent of such Person, seeking or requesting the appointment of any receiver, interim receiver, receiver and manager, monitor, trustee, custodian, conservator, examiner, liquidator, rehabilitator or similar officer is appointed and the appointment continues undischarged, undismitted or unstayed for 60 calendar days or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) Any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due in the ordinary course of business, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 10 days after its issuance or levy; or

(i) Judgments. There is entered against any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary (i) in the case of any judgment or order for the payment of money relating to or arising out of Dutch leases and/or related lease guarantees entered into by Parent, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding C\$5,000,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), (ii) in the case of any of any judgments or order for the payment of money not described in preceding clause (i), one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding C\$20,000,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (iii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (each of the proceeding clauses (i) through (iii) individually, a “Qualifying Judgment”) and, in each case, (A) enforcement proceedings are commenced in the United States or Canada against assets of any Loan Party by any creditor or creditors upon such Qualifying Judgment, or (B) other than a Qualifying Judgment arising out of Dutch leases and/or related lease guarantees entered into by Parent, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary, there is a period of thirty (30) consecutive days during which (1) a stay of enforcement of such Qualifying Judgment, by reason of a pending appeal or otherwise, is not in effect, or (2) the same is not discharged, satisfied or vacated; or

(j) [Reserved].

(k) Canadian Pension Plan. Any event or condition shall occur or exist with respect to a Canadian Pension Plan that would reasonably be expected to subject any Loan Party to any tax, penalty or other liabilities under the *Pension Benefits Act* (Ontario) or any other applicable pension benefits standards legislation or other applicable Laws, or if a Loan Party is in default with respect to required payments to a Canadian Pension Plan or any Lien arises on the assets of a Loan Party (save for contribution amounts not yet due) in connection with any Canadian Pension Plan or if a Canadian Pension Plan is partially or fully terminated or a trustee or other similar official is appointed to monitor, run, or unwind a Canadian Pension Plan, where any of the foregoing events, conditions, defaults or Liens would reasonably be expected to result in a Material Adverse Effect; or

(l) Invalidity of Loan Documents. (i) Any material provision of any Loan Document, at any time after its execution and delivery and for any reason, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any material provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any material provision of any Loan Document, or

purports to revoke, terminate or rescind any provision of any Loan Document or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Security Document; or (ii) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party or any other Person not to be, a valid and perfected Lien on any Collateral, with the priority required by the applicable Security Document; or

(m) Change of Control. There occurs any Change of Control; or

(n) Cessation of Business. Except as otherwise expressly permitted hereunder, the Loan Parties, taken as a whole, shall take any action to suspend the operation of their business in the ordinary course, liquidate all or a material portion of their assets or Store locations, or employ an agent or other third party to conduct a program of closings, liquidations or “Going-Out-Of-Business” sales of any material portion of their business; or

(o) Subordination; Intercreditor Agreements. (i) The provisions of the Term Loan Intercreditor Agreement, the Junior/Senior Intercreditor Agreement or the subordination provisions of the documents evidencing or governing the subordination of any Subordinated Indebtedness (together with the provisions of the Term Loan Intercreditor Agreement and the Junior/Senior Intercreditor Agreement, the “Subordination Provisions”) shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the Term Loan Debt, Existing Canadian Term Loan Debt or the applicable Subordinated Indebtedness or such holder shall fail to comply with such Subordination Provisions; or (ii) any Borrower or any other Loan Party shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Credit Parties, or (C) that all payments of principal of or premium and interest on the Term Loan Debt, Existing Canadian Term Loan Debt or the applicable Subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions.

(p) Saks Global Revolving Facility. Any “Loan Party” (as defined in the Saks Global Revolving Facility) (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise, but after giving effect to any applicable grace period) in respect of the Saks Global Revolving Facility, or (B) fails to observe or perform any other agreement or condition relating to the Saks Global Revolving Facility or contained in any instrument or agreement evidencing, securing or relating thereto (in each case, after giving effect to any applicable grace period), or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of the Saks Global Revolving Facility or the beneficiary or beneficiaries of any Guarantee thereof (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed in full (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity or such Guarantee to become payable or cash collateral in respect thereof to be demanded.

(q) License. In the event of a Permitted IP Transaction (as defined in the Saks Global Revolving Facility) involving Intellectual Property used or useful in the Loan Parties’ business, such Person acquiring such Intellectual Property fails to grant a license to Agent (or terminates such license at any time (other than in the event such Intellectual Property is no longer used or useful in the Loan Parties’ business)) for the purpose of enabling the Agent or

any of its agents or representatives (or the Loan Parties with the consent of the Agent) to exercise any rights and remedies under the Loan Documents.

8.02 Remedies Upon Event of Default.

If any Event of Default occurs and is continuing, the Agent may, or, at the request of the Required Lenders shall, take any or all of the following actions:

(a) declare the Commitments of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such Commitments and obligations shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other Obligations (excluding Other Liabilities not then due and payable), including the Applicable FILO Premium to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) require that the Borrowers Cash Collateralize the L/C Obligations in an amount equal to 104% of the L/C Obligations; and

(d) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies of the Credit Parties under this Agreement, any of the other Loan Documents or applicable Laws, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties;

provided, however, that upon the occurrence of any Default or Event of Default with respect to any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary under Section 8.01(g) or (h) the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans, all interest accrued thereon and all other Obligations shall automatically become due and payable, and the obligation of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Agent or any Lender.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

8.03 Application of Funds.

(a) After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received from any Loan Party, from the liquidation of any Collateral of any Loan Party, or on account of the Obligations, shall be applied by the Agent against the Obligations in the following order:

First, to payment of that portion of the Revolving Obligations (excluding the Other Liabilities and any Facility Guaranty thereof made by the Loan Parties) constituting reasonable and documented fees, indemnities, Credit Party Expenses and other amounts (including reasonable and documented fees, charges and disbursements of counsel to the Agent and amounts payable under Article III) payable to the Agent, in its capacity as such;

Second, to payment of that portion of the Revolving Obligations (excluding the Other Liabilities and any Facility Guaranty thereof made by the Loan Parties) constituting indemnities (including indemnities under Section 10.04 hereof), Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Revolving Lenders and the L/C Issuer (on account of Letters of Credit) and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to the extent not previously reimbursed by the Revolving Lenders, to payment to the Agent of that portion of the Revolving Obligations constituting principal and accrued and unpaid interest on any Permitted Overadvances made to the Loan Parties;

Fourth, to the extent that Swing Line Loans made to the Borrowers have not been refinanced by a Revolving Loan, payment to the Swing Line Lender of that portion of the Revolving Obligations constituting accrued and unpaid interest on the Swing Line Loans made to the Borrowers;

Fifth, to the extent that Swing Line Loans made to the Borrowers have not been refinanced by a Revolving Loan, payment to the Swing Line Lender of that portion of the Revolving Obligations constituting unpaid principal on the Swing Line Loans made to the Borrowers;

Sixth, to payment of that portion of the Revolving Obligations constituting accrued and unpaid interest on the Revolving Loans and Other Liabilities (excluding Excess Revolving Obligations and the Outstanding Amount of FILO Term Loans, if any, the Other Liabilities and any Facility Guaranty thereof made by the Loan Parties), and fees ratably among the Revolving Lenders in proportion to the respective amounts described in this clause Sixth payable to them;

Seventh, to payment of (x) that portion of the Revolving Obligations constituting unpaid principal of the Revolving Loans and L/C Borrowings, and to the Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit (in each case, exclusive of Excess Revolving Obligations), ratably among the Revolving Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Seventh held by them and (y) hedging and cash management obligations to the extent the Lead Borrower has requested that such hedging and cash management obligations be secured on a *pari passu* basis with the Revolving Loans and a reserve has been established therefor (it being understood and agreed that the Agent may establish reserves for

hedging and cash management obligations in its reasonable discretion, whether or not so designated);

Eighth, to payment of all Other Liabilities (excluding the Other Liabilities and any Facility Guaranty thereof made by the Loan Parties, but including without limitation the cash collateralization of unliquidated indemnification obligations as provided in Section 10.04), ratably among the Credit Parties in proportion to the respective amounts described in this clause Eighth held by them;

Ninth, to payment of that portion of the Revolving Obligations arising from Cash Management Services furnished to any Restricted Subsidiary or HBC India, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them;

Tenth, to payment of all Other Liabilities arising from Bank Products furnished to any Restricted Subsidiary, ratably among the Credit Parties in proportion to the respective amounts described in this clause Tenth held by them;

Eleventh, to payment of that portion of the FILO Obligations constituting reasonable and documented fees, indemnities, Credit Party Expenses and other amounts (including reasonable and documented fees, charges and disbursements of counsel to the FILO Agent and amounts payable under Article III) payable to the Agent, in its capacity as such;

Twelfth, to payment of that portion of the FILO Obligations constituting indemnities (including indemnities under Section 10.04 hereof), Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the FILO Term Lenders and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Twelfth payable to them

Thirteenth, to payment of that portion of the FILO Obligations constituting accrued and unpaid interest on FILO Term Loans owing to the FILO Term Lenders and any fees owing to the FILO Term Lenders, including the Applicable FILO Premium, ratably among the FILO Term Lenders in proportion to the amounts described in this clause Thirteenth payable to them;

Fourteenth, to payment of that portion of the FILO Obligations constituting unpaid principal of FILO Term Loans, ratably among the FILO Term Lenders in proportion to the amounts described in this clause Fourteenth held by them;

Fifteenth, to payment of Excess Revolving Obligations in the order as determined by the Agent; and

Last, the balance, if any, after all of the Obligations have been Paid in Full, to the Loan Parties or as otherwise required by applicable Laws;

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the Other Liabilities, if any, in the order set forth above.

Excluded Swap Obligations with respect to any Loan Party shall not be paid with amounts received from such Loan Party or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to the Obligations otherwise set forth above in this Section.

8.04 DIP Financings; Proceedings under Debtor Relief Laws. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, if any Loan Party shall be subject to any proceeding with respect to any Debtor Relief Laws:

(a) If the Agent or any Revolving Secured Party shall seek to provide any Loan Party with any DIP Financing, with such DIP Financing to be secured by all or any portion of the Collateral (including assets that, but for the application of Section 552 of the Bankruptcy Code or other applicable Debtor Relief Law or other Law would be Collateral), then the FILO Agent and each FILO Term Loan Lender agrees and confirms that it shall be deemed to have consented to such DIP Financing and to the Liens securing the same (or securing any claim for diminution in value in connection therewith) and that it shall not object to any such DIP Financing or to the Liens securing the same (or securing any claim for diminution in value in connection therewith) (nor support any other Person objecting to such DIP Financing or to the Liens securing the same (or securing any claim for diminution in value in connection therewith) or request the Agent make any such objection), on any grounds whatsoever so long as (i) the Agent retains its Lien on the Collateral to secure the FILO Obligations, subordinate to the Liens securing such DIP Financing which satisfies the terms and conditions of this Section 8.04 (and any Lien securing any claim for diminution in value in connection therewith), but otherwise with the same relative priority as existed immediately prior to the commencement of such proceeding with respect to Debtor Relief Laws; provided that, if in connection with any DIP Financing provided, or consented to, by the Agent or the Revolving Secured Parties, any Liens on the Collateral held by the Agent, for the benefit of the Revolving Secured Parties, or any Liens securing such DIP Financing, are subject to a surcharge or are subordinated to an administrative priority claim or are subject to a Carve Out, court ordered charge, fee or other similar interest or right, and so long as the amount of such surcharge, claim, Carve Out, court ordered charge, fee or other similar interest or right is reasonable under the circumstances, then the Liens of the Administrative Agent on the Collateral securing the FILO Obligations, shall also be subordinated to such surcharge, claim, Carve Out, court ordered charge, fee or other similar interest or right to the same extent as the Revolving Obligations and/or DIP Financing, as applicable, (ii) the aggregate principal amount of loans and letter of credit accommodations outstanding under any such DIP Financing, together with the Outstanding Amount of Revolving Loans (giving effect to any repayments), does not exceed the Maximum Revolving Amount, (iii) such agreement contains a minimum “excess availability” covenant, in each case, no less restrictive than contained in Section 7.15 of this Agreement, (iv) the agent under such DIP Financing shall implement, and maintain, at all times, a reserve against all borrowing bases under such DIP Financing in an amount equal to the sum of the Carve Out, any fees, costs or expenses of a liquidation agent, any surcharge, administrative priority claim, court ordered charge, fee or other similar interest or right to which the Obligations and/or DIP Financing are subordinated, and (v) to the extent any term or condition contained in such DIP Financing (x) corresponds to a term or condition contained in this Agreement the modification or waiver of which would, pursuant to Section 10.01 or Section 10.01-A, require the consent of the FILO Agent or the FILO Term Loan Lender and (y) would be less restrictive to the Loan Parties than the corresponding term or condition contained in this Agreement, such term or condition shall be approved by the FILO Agent or the FILO Term Loan Lender in its, reasonable discretion (a DIP Financing complying with the provisions of this paragraph referred to herein as a

“Conforming DIP”). The FILO Agent and the FILO Term Lenders shall be afforded an opportunity to participate on a pro rata basis in any DIP Financing, provided that the portion of the DIP Financing provided by the FILO Agent and the FILO Term Lenders shall be subordinate to any portion of such DIP Financing provided by the Agent and Revolving Secured Parties and to all other outstanding Obligations owing to the Agent and Revolving Secured Parties (other than in respect of Excess Revolving Obligations).

(b) The FILO Agent and the FILO Term Loan Lenders hereby agree that they shall not, and shall not permit any Affiliate controlled by any of them to, (i) provide or offer to provide any DIP Financing to the Loan Parties or (ii) or endorse (except as provided in clause (a) above) the provision of any DIP Financing to the Loan Parties in any proceeding with respect to Debtor Relief Laws, in each case solely to the extent any Liens that are senior or *pari passu* in priority to the Liens securing the Revolving Obligations are granted on the Collateral.

(c) All adequate protection granted to the Agent in any proceeding with respect to Debtor Relief Laws, including all Liens granted to the Agent in any proceeding with respect to Debtor Relief Laws as adequate protection, are intended to be for the benefit of all Credit Parties and shall be subject to Section 8.03, subject to any court order affecting the rights and interests of the parties hereto not in conflict with the terms hereof. Without limiting the foregoing, the FILO Agent, on behalf of the FILO Secured Parties, shall have the right to seek adequate protection for the FILO Term Loans solely in the form of payment of interest at the then applicable interest rate for the FILO Term Loans and reimbursement of reasonable expenses of the FILO Agent (including fees, indemnities and other amounts (other than principal and interest) of the FILO Agent); provided, however, that the Agent, on behalf of itself and the Revolving Secured Parties, may contest (or support any other Person contesting) any request by the FILO Agent or any FILO Secured Party for such adequate protection from proceeds of Collateral unless each of the following conditions is satisfied: (w) such payments are approved by a final order of the United States or Canadian Bankruptcy Court approving a DIP Financing consented to by the Agent or any Revolving Secured Party, (x) the Agent and the Revolving Secured Parties are also receiving adequate protection payments covering their interest, fees and expenses, (y) the amount of all such payments is added to the Maximum Revolving ~~Credit Insolvency~~ Amount, and (z) the FILO Agent, on behalf of the FILO Secured Parties, agrees to pay over an amount not to exceed the payments so received if the Revolving Obligations and all obligations under such DIP Financing are not paid in full in such proceeding with respect to Debtor Relief Laws.

(d) The FILO Agent and each FILO Term Loan Lender agrees not to (i) seek (or support any other Person seeking) relief from the automatic stay or any other stay in any proceeding with respect to Debtor Relief Laws in respect of any Loan Party, without the prior written consent of the Agent, or (ii) oppose any request by the Agent, any Revolving Secured Party, or, in the case of any DIP Financing consented to by the Agent or any Revolving Secured Party, any Person providing such DIP Financing for relief from the automatic stay or any other stay in any proceeding with respect to Debtor Relief Laws in respect of any Loan Party.

(e) In the event that any FILO Secured Party becomes a judgment lien creditor in respect of any Collateral securing the Revolving Obligations, such judgment lien shall be subordinated to any Lien on such Collateral securing the Revolving Obligations on the same basis and to the same extent as the Liens on the Collateral of the Agent securing the FILO

Obligations are subordinated (including with respect to the proceeds thereof being subject to Section 8.03) to those Liens securing the Revolving Obligations hereunder.

8.05 Separate Classification. Whether or not it is held that the Revolving Obligations and the FILO Obligations together constitute only one secured claim (rather than separate classes of secured claims), the FILO Secured Parties hereby agree that in any proceeding under any Debtor Relief Laws of any Loan Party, all payments and distributions shall applied as if the Revolving Obligations and the FILO Obligations were separate classes of secured claims against the Loan Parties in respect of the Collateral with the effect that the holders of the Revolving Obligations and the holders of the FILO Obligations shall be entitled to receive payment of all amounts owing to them as set forth pursuant to the priorities in Section 8.03 (whether or not allowed in such proceeding under any Debtor Relief Laws, and including in respect of post-petition interest and expenses) that would be owing to them as if the holders of the Revolving Obligations and the holders of the FILO Obligations were so classified as a separate claim and secured by a separate Lien, with the holders of each of the FILO Obligations and the Revolving Obligations hereby acknowledging and agreeing to turn over to the holders of the Revolving Obligations or the FILO Obligations, as applicable, payments or proceeds of Collateral otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence.

8.06 Avoidance and Reinstatement. If a Revolving Secured Party or a FILO Secured Party receives payment or property on account of an Obligation or FILO Obligations and the payment is subsequently invalidated, avoided, declared to be fraudulent or preferential, a transfer at undervalue, set aside or otherwise required to be transferred to a trustee, monitor, interim, receiver, receiver or similar official or the estate of any Loan Party (in each instance, to the extent required by applicable law, a "Recovery"), then, to the extent of the Recovery, the Revolving Obligations or the FILO Obligations intended to have been satisfied by the payment will be reinstated as Revolving Obligations or FILO Obligations, as applicable, as of the date of such payment, and no payment with respect to, or discharge of the Obligations or the FILO Obligations, as applicable, will be deemed to have occurred for all purposes hereunder. If this Agreement is terminated prior to a Recovery, this Agreement will be reinstated in full force and effect, and such prior termination will not diminish, release, discharge, impair, or otherwise affect the obligations of the Loan Parties from the date of reinstatement. Upon such reinstatement of the Revolving Obligations, each Revolving Secured Party and FILO Secured Party will disgorge and deliver to the Agent any Collateral or proceeds thereof received in payment of, or to discharge, the Revolving Obligations to effect the reinstatement required pursuant to the terms hereof. No Revolving Secured Party or FILO Secured Party may benefit from a Recovery, and any distribution made to a Revolving Secured Party or FILO Secured Party as a result of a Recovery will be paid over to the Agent for application to the Revolving Obligations in accordance with Section 8.03 (after application to any DIP Financing that is a Conforming DIP or is otherwise consented to by the FILO Agent).

8.07 Payments Over. In the event that, notwithstanding the provisions of this Article VIII, payments or proceeds of Collateral shall be received by any Revolving Secured Party or any FILO Secured Party in violation of the priorities set forth herein, such payments or proceeds of Collateral shall be held in trust for the benefit of and shall be paid over to or delivered to the Agent upon the Agent's or the Required Lenders' written demand.

8.08 Subrogation. Until the Revolving Obligations are paid in full in cash, the FILO Secured Parties shall have no right of subrogation to the rights of the Revolving Secured Parties to receive payments or distributions of cash or property applicable to the Revolving Obligations. For purposes of such subrogation, no payments or distributions to the Revolving Secured Parties of any cash or property to which the FILO Secured Parties would be entitled except for the provisions of this Agreement, and no payment over to the Revolving Secured Parties pursuant to this Agreement by the FILO Secured Parties, as between any Loan Party, its creditors (other than the Revolving Secured Parties), and the FILO Secured Parties shall be deemed to be a payment by the Loan Parties to or on account of the FILO Obligations.

ARTICLE IX THE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders (in its capacity as a Lender), the Swing Line Lender and the L/C Issuer hereby irrevocably appoints Bank of America to act on its behalf as the administrative agent and collateral agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof (including, without limitation, acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations), together with such actions and powers as are reasonably incidental thereto. Each of the FILO Term Lenders (in its capacity as a FILO Term Lender) hereby irrevocably appoints ReStore to act on its behalf as the FILO Agent hereunder and under the other Loan Documents and authorizes the FILO Agent to take such actions on its behalf and to exercise such powers as are delegated to the FILO Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Agent and the other Credit Parties, and no Loan Party or any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) Without limiting the generality of the foregoing Section 9.01(a), for the purposes of holding any hypothec granted pursuant to the laws of the Province of Quebec, (i) each of the Credit Parties hereby irrevocably appoints and authorizes the Agent, in its capacity as Agent, and, to the extent necessary, ratifies the appointment and authorization of the Agent, to act as the hypothecary representative of the applicable Credit Parties as contemplated under Article 2692 of the *Civil Code of Quebec*, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Agent under any related deed of hypothec and (ii) each of the FILO Term Lenders hereby irrevocably appoints and authorizes the FILO Agent, in its capacity as FILO Agent, and, to the extent necessary, ratifies the appointment and authorization of the FILO Agent, to act as the hypothecary representative of the applicable FILO Term Lenders as contemplated under Article 2692 of the *Civil Code of Quebec*, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the FILO Agent under any related deed of hypothec. The Agent shall have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Agent pursuant to any such deed of hypothec and applicable Law. The FILO Agent shall have the sole and exclusive right and authority to exercise,

except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the FILO Agent pursuant to any such deed of hypothec and applicable Law. Any person who becomes a Credit Party shall, by its execution of an Assignment and Assumption, be deemed to have consented to and confirmed the Agent as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Credit Party, all actions taken by the Agent in such capacity. The substitution of the Agent pursuant to the provisions of this Article IX also constitute the substitution of the Agent as hypothecary representative as aforesaid.

9.02 Further Provisions Regarding Appointment of the Agent as agent under the Loan Documents.

(a) The Agent, its subsidiaries and associated companies may each retain for its own account and benefit any fee, remuneration and profits paid to it in connection with (i) its activities under the Security Documents; and (ii) its engagement in any kind of banking or other business with any Credit Party.

(b) Nothing in this Agreement constitutes the Agent or the FILO Agent as a trustee or fiduciary of, nor shall the Agent or the FILO Agent have any duty or responsibility to, any Credit Party.

(c) The Agent and the FILO Agent shall have no duties or obligations to any other Person except for those which are expressly specified in the Loan Documents or mandatorily required by applicable Laws.

(d) The Agent and the FILO Agent may appoint one or more Delegates on such terms (which may include the power to sub-delegate) and subject to such conditions as the Agent or the FILO Agent, as applicable, thinks fit, to exercise and perform all or any of the duties, rights, powers and discretions vested in it by any of the Security Documents and shall not be obliged to supervise any Delegate or be responsible to any person for any loss incurred by reason of any act, omission, misconduct or default on the part of any Delegate.

(e) The Agent and the FILO Agent may (whether for the purpose of complying with any applicable Laws or regulation of any overseas jurisdiction, or for any other reason) appoint (and subsequently remove) any person to act jointly with the Agent or the FILO Agent, as applicable, either as a separate agent or as a co-agent on such terms and subject to such conditions as the Agent or the FILO Agent, as applicable, thinks fit and with such of the duties, rights, powers and discretions vested in the Agent by any Security Document as may be conferred by the instrument of appointment of that person.

(f) The Agent and the FILO Agent shall notify the Credit Parties of the appointment of each appointee (other than a Delegate).

(g) The Agent and the FILO Agent may pay reasonable remuneration to any Delegate or appointee, together with any costs and expenses (including legal fees) reasonably incurred by the Delegate or appointee in connection with its appointment. All such remuneration, costs and expenses shall be treated, for the purposes of this Agreement and any Fee Letter, as paid or incurred by the Agent or the FILO Agent, as applicable.

(h) Each Delegate and each appointee shall have every benefit, right, power and discretion and the benefit of every exculpation (together "Rights") of the Agent (in its capacity as

agent) under the Security Documents, and each reference to the Agent (where the context requires that such reference is to the Agent in its capacity as agent) in the provisions of the Security Documents which confer Rights shall be deemed to include a reference to each Delegate and each appointee.

(i) Each Credit Party confirms its approval of the Security Documents and authorizes and instructs the Agent: (i) to execute and deliver the Security Documents; (ii) to exercise the rights, powers and discretions given to the Agent (in its capacity as agent) under or in connection with the Security Documents together with any other incidental rights, powers and discretions; and (iii) to give any authorizations and confirmations to be given by the Agent (in its capacity as agent) on behalf of the Credit Parties under the Security Documents.

(j) The Agent may accept without inquiry the title (if any) which any person may have to the Collateral from the Loan Parties.

(k) On a disposal of any of the Collateral from the Loan Parties which is permitted under the Loan Documents, the Agent shall (at the cost of the Loan Parties) execute any release of the security interest constituted under any Security Documents or other claim over that Collateral, enter into any necessary release, reassignment, and/or retransfer agreement necessary or desirable to perform that release, and issue any certificates of non-crystallisation of floating charges that may be required or take any other action that the Agent considers desirable.

(l) The Agent shall not be liable for: (i) any defect in or failure of the title (if any) which any person may have to any assets over which security is intended to be created by any Security Document; any loss resulting from the investment or deposit at any bank of moneys which it invests or deposits in a manner permitted by the Security Documents; (ii) the exercise of, or the failure to exercise, any right, power or discretion given to it by or in connection with any Loan Document or any other agreement, arrangement or document entered into, or executed in anticipation of, under or in connection with, any Loan Document; or any shortfall which arises on enforcing the Security Documents.

(m) The Agent shall not be obligated to (i) obtain any authorization or environmental permit in respect of any of the Collateral from the Loan Parties or any of the Security Documents; (ii) hold in its own possession any Security Document, title deed or other document relating to the Collateral from the Loan Parties or the Security Documents; (iii) perfect, protect, register, make any filing or give any notice in respect of the Security Documents (or the order of ranking of any Security Document), unless that failure arises directly from its own gross negligence or willful misconduct; or (iv) require any further assurances in relation to any Security Document.

(n) In respect of the Security Documents, the Agent shall not be obligated to (i) insure, or require any other person to insure, the Collateral from the Loan Parties; or (ii) make any enquiry or conduct any investigation into the legality, validity, effectiveness, adequacy or enforceability of any insurance existing over the Collateral from the Loan Parties.

(o) In respect of the Security Documents, the Agent shall not have any obligation or duty to any person for any loss suffered as a result of: (i) the lack or inadequacy of any insurance; or (ii) the failure of the Agent to notify the insurers of any material fact relating to the risk assumed by them, or of any other information of any kind, unless Required Lenders have requested it to do so in writing and the Agent has failed to do so within fourteen (14) days after receipt of that request.

(p) The perpetuity period under the rule against perpetuities if applicable to this Agreement and the Security Documents shall be 80 years from the date of this Agreement.

In the event of any conflict between the provisions of this Section 9.02 and the other provisions of Article IX, the other provisions of Article IX will control (except to the extent any provision of this Section 9.02 is necessary or customary to preserve or protect the Agent's and/or the Lenders' rights, obligations and liabilities in a particular jurisdiction in which case such provision of this Section 9.02 will govern).

9.03 [Reserved].

9.04 [Reserved].

9.05 Rights as a Lender. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Agent hereunder and without any duty to account therefor to the Lenders.

9.06 Exculpatory Provisions. The Agent and FILO Agent, as applicable, shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agent and FILO Agent, as applicable:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agent or FILO Agent, as applicable, is required to exercise as directed in writing by the Applicable Lenders, provided that the Agent or FILO Agent, as applicable, shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent or FILO Agent, as applicable, to liability or that is contrary to any Loan Document or Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Loan Parties, or any of their Affiliates or any Account Debtor that is communicated to or obtained by the Person serving as the Agent or FILO Agent, as applicable, or any of its Affiliates in any capacity.

The Agent and FILO Agent, as applicable, shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Applicable Lenders (as the Agent or FILO Agent, as applicable, shall believe in good faith shall be necessary under the circumstances as provided in Sections 10.01 and

8.02) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction.

The Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Agent in writing by the Loan Parties, a Lender or the L/C Issuer. In the event that the Agent obtains such actual knowledge or receives such a notice, the Agent shall give prompt notice thereof to each of the other Credit Parties. Upon the occurrence of a Default or an Event of Default, the Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Applicable Lenders. Unless and until the Agent shall have received such direction, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as it shall deem advisable in the best interest of the Credit Parties. In no event shall the Agent be required to comply with any such directions to the extent that the Agent believes that its compliance with such directions would be unlawful.

The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

9.07 Reliance by Agent.

The Agent or the FILO Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including, but not limited to, any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent or the FILO Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Agent may presume that such condition is reasonably satisfactory to such Lender or the L/C Issuer unless the Agent shall have received written notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agent and the FILO Agent may consult with legal counsel (who may be counsel for any Loan Party), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.08 Delegation of Duties. The Agent or the FILO Agent may perform any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Agent or the FILO Agent, as applicable. The Agent, the FILO Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agent, the FILO Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit

facilities provided for herein as well as activities as the Agent or the FILO Agent, as applicable. The Agent and the FILO Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

9.09 Resignation of Agents. The Agent may at any time give written notice of its resignation to the Lenders, the L/C Issuer and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Lead Borrower (not to be unreasonably withheld or delayed; provided that no consent of the Lead Borrower shall be required if an Event of Default under Sections 8.01(a), 8.01(f) or 8.01(g) has occurred), to appoint a successor, which shall be (i) a Lender, (ii) a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States or (iii) a financial institution that is listed on Schedule I, II or III of *the Bank Act* (Canada), has received an approval to have a financial establishment in Canada pursuant to Section 522.21 of the *Bank Act* (Canada) or is not a foreign bank for purposes of the *Bank Act* (Canada), and if such financial institution is not resident in Canada and is not deemed to be resident in Canada for purposes of the ITA, then such financial institution (i) deals at arm's length with each Loan Party for purposes of the ITA, (ii) is not, and deals at arm's length (for the purposes of the ITA) with each Person who is, a specified shareholder (as defined in subsection 18(5) of the ITA) of any Loan Party and (iii) is not a "specified entity" (within the meaning of subsection 18.4(1) of the ITA) in respect of a Loan Party. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Agent meeting the qualifications set forth above; provided that if the Agent shall notify the Lead Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent hereunder.

The FILO Agent may at any time give written notice of its resignation to the FILO Term Lenders and the Lead Borrower. Upon receipt of any such notice of resignation, the FILO Term Lenders shall have the right, with the consent of the Lead Borrower (not to be unreasonably withheld or delayed; provided that no consent of the Lead Borrower shall be required if an Event of Default under Sections 8.01(a), 8.01(f) or 8.01(g) has occurred), to appoint a successor, which shall be (i) a Lender, (ii) a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States or (iii) a financial institution that is listed on Schedule I, II or III of *the Bank Act* (Canada), has received an approval to have a financial establishment in Canada pursuant to Section 522.21 of the *Bank Act*

(Canada) or is not a foreign bank for purposes of the *Bank Act* (Canada), and if such financial institution is not resident in Canada and is not deemed to be resident in Canada for purposes of the ITA, then such financial institution (i) deals at arm's length with each Loan Party for purposes of the ITA, (ii) is not, and deals at arm's length (for the purposes of the ITA) with each Person who is, a specified shareholder (as defined in subsection 18(5) of the ITA) of any Loan Party and (iii) is not a "specified entity" (within the meaning of subsection 18.4(1) of the ITA) in respect of a Loan Party. If no such successor shall have been so appointed by the FILO Term Lenders and shall have accepted such appointment within 30 days after the retiring FILO Agent gives notice of its resignation, then the retiring FILO Agent may on behalf of the FILO Term Lenders, appoint a successor FILO Agent meeting the qualifications set forth above; provided, that if the FILO Agent shall notify the Lead Borrower and the FILO Term Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring FILO Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the FILO Agent shall instead be made by or to each FILO Term Lender directly, until such time as the FILO Term Lenders appoint a successor FILO Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as FILO Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) FILO Agent, and the retiring FILO Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor FILO Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring FILO Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring FILO Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring FILO Agent was acting as FILO Agent hereunder.

9.10 Non-Reliance on Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.14, the Agent shall not have any duty or responsibility to provide any Credit Party with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agent or the FILO Agent, as applicable.

9.11 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Arrangers, Co-Syndication Agents or Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity as the Agent, a Lender or the L/C Issuer hereunder.

9.12 Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or

by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Loan Parties) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer, the Agent and the other Credit Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer, the Agent, such Credit Parties and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer the Agent and such Credit Parties under Sections 2.03(i), 2.03(j) and 2.03(k) as applicable, 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, examiner, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Agent and, in the event the Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agent and its agents and counsel, and any other amounts due the Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Agent to authorize or consent to or accept or adopt on behalf of any Credit Party any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Credit Party or to authorize the Agent to vote in respect of the claim of any Credit Party in any such proceeding.

9.13 Collateral and Guaranty Matters. The Credit Parties irrevocably authorize the Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Agent under any Loan Document (i) upon Payment in Full, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) if approved, authorized or ratified in writing by the Applicable Lenders in accordance with Section 10.01;

(b) to subordinate any Lien on any property granted to or held by the Agent under any Loan Document to (i) the holder of any Lien on such property that is permitted by clause (h) of the definition of Permitted Encumbrances, (ii) the holder of any Lien on such property that is permitted by clause (x) of the definition of Permitted Encumbrances, if the secured parties in respect thereof shall have entered into an intercreditor agreement with the Agent and (iii) the holders of the Term Loan Debt, if the secured parties in respect thereof shall have entered into the Term Loan Intercreditor Agreement; and

(c) to release any Guarantor that is a Restricted Subsidiary from its obligations under the Facility Guaranty if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder or under any other Loan Document.

Upon request by the Agent at any time, the Applicable Lenders will confirm in writing the Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Facility Guaranty pursuant to this Section 9.13. In each case as specified in this Section 9.13, the Agent will, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.13.

9.14 Notice of Transfer.

The Agent may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 10.06.

9.15 Reports and Financial Statements.

By signing this Agreement, each Lender:

- (a) agrees to furnish the Agent at such frequency as the Agent may reasonably request with a summary of all Other Liabilities due or to become due to such Lender. In connection with any distributions to be made hereunder, the Agent shall be entitled to assume that no amounts are due to any Lender on account of Other Liabilities unless the Agent has received written notice thereof from such Lender and if such notice is received, the Agent shall be entitled to assume that the only amount due to such Lender on account of Other Liabilities is the amount set forth in such notice;
- (b) is deemed to have requested that the Agent furnish, and the Agent agrees to furnish, such Lender, promptly after they become available, copies of all Borrowing Base Certificates and financial statements required to be delivered by the Borrowers hereunder;
- (c) is deemed to have requested that the Agent furnish, and the Agent agrees to furnish, such Lender, promptly after they become available, copies of all commercial finance examinations and appraisals of the Collateral received by the Agent (collectively, the "Reports");
- (d) expressly agrees and acknowledges that the Agent makes no representation or warranty as to the accuracy of the Borrowing Base Certificates, financial statements or Reports, and shall not be liable for any information contained in any Borrowing Base Certificate, financial statement or Report;
- (e) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(f) may request that the Agent furnish such Lender copies of any other information or material delivered by the Loan Parties pursuant to the requirements of the Credit Agreement or any other Loan Document;

(g) agrees to keep all Borrowing Base Certificates, financial statements, Reports and other information or material confidential in accordance with the provisions of Section 10.07 hereof; and

(h) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to any Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (ii) to pay and protect, and indemnify, defend, and hold the Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the 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.

9.16 Agent for Perfection.

Each Credit Party hereby appoints each other Credit Party as agent for the purpose of perfecting Liens for the benefit of the Credit Parties, in assets which, in accordance with the PPSA or any other Laws of Canada (or any province or territory thereof) can be perfected only by possession or control. Should any Credit Party (other than the Agent) obtain possession or control of any such Collateral, such Credit Party shall notify the Agent thereof, and, promptly upon the Agent's request therefor shall deliver such Collateral to the Agent or otherwise deal with such Collateral in accordance with the Agent's instructions.

9.17 Indemnification of Agent. Without limiting the obligations of Loan Parties hereunder, to the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under Section 10.04 to be paid by them to the Agent (or any sub-agent thereof), the Lenders shall indemnify the Agent, the FILO Agent, any sub-agent thereof, the L/C Issuer and any Related Party, as the case may be ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Agent, the FILO Agent's any sub-agent thereof, the L/C Issuer and their Related Parties in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by the Agent, any sub-agent thereof, the L/C Issuer and their Related Parties in connection therewith; provided, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's, the FILO Agent's, any sub-agent's, the L/C Issuer's and their Related Parties' gross negligence, bad faith or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.18 Relation among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agent or the FILO Agent) authorized to act for, any other Lender.

9.19 Intercreditor Agreements. The Agent and the FILO Agent are hereby authorized to enter into each of the Term Loan Intercreditor Agreement and the Junior/Senior Intercreditor Agreement and any other document evidencing an intercreditor arrangement to the extent contemplated by the terms hereof, and the parties hereto acknowledge that the Term Loan Intercreditor Agreement, Junior/Senior Intercreditor Agreement or each other document evidencing an intercreditor arrangement is binding upon them. Each Lender (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Term Loan Intercreditor Agreement, Junior/Senior Intercreditor Agreement or any other document evidencing an intercreditor arrangement entered pursuant to the immediately preceding sentence and (b) hereby authorizes and instructs the Agent and the FILO Agent to enter into the Term Loan Intercreditor Agreement, Junior/Senior Intercreditor Agreement and any other document evidencing an intercreditor arrangement entered into pursuant to the immediately preceding sentence and, in each case (other than with respect to the Junior/Senior Intercreditor Agreement), to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each Lender hereby authorizes the Agent to enter into any amendment to the Term Loan Intercreditor Agreement, the Junior/Senior Intercreditor Agreement and any other document evidencing an intercreditor arrangement, in each case, to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by this Agreement or the other Loan Documents. Promptly after execution thereof, the Agent shall provide each Lender with a copy of the Term Loan Intercreditor Agreement, the Junior/Senior Intercreditor Agreement and any other document evidencing an intercreditor arrangement, and any amendment to or other modification of any of the foregoing.

9.20 Risk Participation.

(a) Upon the earlier of Substantial Liquidation or the Determination Date, if all Obligations have not been repaid in full (other than those relating to the Other Liabilities and excluding FILO Term Loans), then the other Revolving Lenders shall purchase from the Revolving Lenders (on the date of Substantial Liquidation or the Determination Date, as applicable) such portion of the Obligations (other than those Obligations relating to the Other Liabilities, but including, for clarity, participations in any outstanding Letters of Credit and Swing Line Loans) so that each Revolving Lender shall, after giving effect to any such purchases, hold its Liquidation Percentage of all outstanding Obligations and all other Obligations (excluding FILO Term Loans).

(b) [reserved].

(c) All purchases of Obligations under this Section 9.20 shall be at par, for cash, with no premium, discount or reduction.

(d) No Lender shall be responsible for any default of any other Lender in respect of any other Lender's obligations under this Section 9.20, nor shall the obligations of any Lender hereunder be increased as a result of such default of any other Lender. Each Lender shall be obligated to the extent provided herein regardless of the failure of any other Lender to fulfil its obligations hereunder. If any Lender fails to make available any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 9.20 within two (2) Business Days after receipt of written notice from the Agent requesting such payment, without limiting the other provisions of this Agreement, the Agent (for the benefit of the other Lenders entitled to such payment) shall be entitled to recover from such defaulting Lender (acting through the Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available at a rate per annum equal to the applicable Bank Rate, plus any administrative, processing or similar fees customarily charged by the Agent in connection with the foregoing. A

certificate of the Agent submitted to any Lender with respect to any amounts payable under this Agreement shall be conclusive in the absence of manifest error.

(e) Each Lender shall execute such instruments, documents and agreements and do such other actions as may be necessary or proper in order to carry out more fully the provisions and purposes of this Section 9.20 and the purchase of, or participations in, the Obligations, as applicable, as provided herein.

(f) The obligations of each Lender under this Section 9.20 are irrevocable, absolute, and unconditional and shall not be subject to any qualification or exception or be affected by any circumstance whatsoever including, without limitation, (i) lack of validity or enforceability of this Agreement or any of the Loan Documents, (ii) the existence of any claim, counterclaim, recoupment, setoff, defense or other right which any Loan Party may have at any time against any of the Lenders, any Borrower or any other Person for any reason whatsoever, (iii) the occurrence or continuance of an Event of Default, (iv) any adverse change in the condition (financial or otherwise) of any Borrower, Loan Party or any other Person, or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(g) No fees required to be paid on any assignment pursuant to Section 10.06 of this Agreement shall be payable in connection with any assignment under this Section 9.20.

9.21 Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Agent or the FILO Agent, as applicable, makes a payment hereunder in error to any Lender, FILO Agent, or other Credit Party, whether or not in respect of an Obligation due and owing by the Borrowers at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Agent or the FILO Agent, as applicable, forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Agent or the FILO Agent, as applicable, at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation. Each Credit Party irrevocably waives any and all defenses, including any “discharge for value” (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Agent and the FILO Agent, as applicable, shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE X MISCELLANEOUS

10.01 Amendments, Etc.

(a) Except as expressly provided in, or contemplated by, Section 2.15 and subject to Section 3.03(b), no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Agent, with the consent of the Required Lenders, and the Lead Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that, except as provided in, or contemplated by, Section 2.15, no such amendment, waiver or consent shall:

(i) increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood and agreed that amendment or waiver of any condition precedent set forth in Section 4.01 or 4.02 or of any Default or Event of Default shall not be considered an extension or increase in Commitments for purposes hereof);

(ii) as to any Lender, postpone any date fixed by this Agreement or any other Loan Document for (i) any scheduled payment or mandatory prepayment of principal, interest, fees or other amounts due hereunder or under any of the other Loan Documents without the written consent of such Lender, or (ii) any scheduled or mandatory reduction or termination of the Aggregate Revolving Commitments or the Aggregate FILO Term Loan Commitments hereunder or under any other Loan Document, without the written consent of such Lender;

(iii) as to any Lender, reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing held by such Lender, or (subject to clause (iv) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document to or for the account of such Lender, without the written consent of such Lender; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” and to waive any obligation of the Borrowers to pay interest at the Default Rate and only the consent of the Required Revolving Lenders shall be necessary to waive any obligation of the Borrowers to pay Letter of Credit Fees at the Default Rate;

(iv) change Section 2.13 or Section 8.03 in a manner that would alter the order of application, or pro rata sharing, of payments required thereby, without the written consent of each Lender adversely affected thereby;

(v) change any provision of this Section or the definition of “Required Lenders”, “Required Revolving Lenders”, “Required FILO Lenders” or any other provision hereof or of any Loan Document specifying the number or percentage of Lenders required to amend, waive or otherwise modify any right hereunder or under any other Loan Document or make any determination or grant any consent hereunder or thereunder, without the written consent of each Lender affected thereby;

(vi) except as expressly permitted hereunder or under any other Loan Document, release, or limit the liability of, any Loan Party without the written consent of each Lender affected thereby;

(vii) except for Permitted Dispositions or as provided in Section 9.13, release all or substantially all of the Collateral from the Liens of the Security Documents without the written consent of each Lender affected thereby;

(viii) increase any advance rate percentage set forth in the definition of “Borrowing Base” without the written consent of each Revolving Lender affected thereby; provided that the foregoing shall not limit the discretion of the Agent or FILO Agent to add, increase, reduce, change, establish or eliminate any Reserves;

(ix) so long as any portion of FILO Term Loans is outstanding, (i) increase any advance rate percentage set forth in the definition of “Borrowing Base” (or any component definition of any of the foregoing terms) without the written consent of each FILO Term Lender

or (ii) alter the order of application of any payments to FILO Term Loans as set forth in Section 2.05;

(x) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as otherwise provided in such definition, the time period for which a Permitted Overadvance may remain outstanding without the written consent of each Lender; and

(xi) except as expressly permitted herein or in any other Loan Document, subordinate the Liens on any Collateral, or the Obligations hereunder to any other Indebtedness, without the written consent of each Lender;

and, provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Agent in addition to the Lenders required above, affect the rights or duties of any Agent under this Agreement or any other Loan Document; (iv) only the consent of the Required FILO Term Lenders shall be required to make any amendment, waiver or consent to the provisions of Section 4.03 of this Agreement; (v) any Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; and (vi) any amendment or waiver that disproportionately and adversely affects any Class of Lenders shall require the written consent of each Lender of such Class. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender to the extent required by Section 10.01(a)(i) and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, (x) no provider or holder of any Bank Products or Cash Management Services 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 any Loan Party, (y) any Loan Document may be amended and waived with the consent of the Agent at the request of the Lead Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure ambiguities or defects or (iii) to cause any Loan Document to be consistent with this Agreement and the other Loan Documents and (z) no Lender consent is required to effect any amendment or supplement to the Term Loan Intercreditor Agreement or Junior/Senior Intercreditor Agreement, if applicable, that is for the purpose of adding holders of the obligations under the Term Loan Debt or Existing Canadian Term Loan Debt as parties thereto, as expressly contemplated by the terms of the Term Loan Intercreditor Agreement or Junior/Senior Intercreditor Agreement, if applicable (it being understood that any such amendment, modification or supplement may make such other changes to the Term Loan Intercreditor Agreement or Junior/Senior Intercreditor Agreement, if applicable, that, in the good faith determination

of the Agent, are required to effectuate the foregoing and provided, that such other changes are not adverse, in any material respect, to the interests of the Lenders).

(c) If any Lender does not consent (a “Non-Consenting Lender”) to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been approved by the Required Lenders, the Lead Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Lead Borrower to be made pursuant to this paragraph).

Section 10.01-A. Certain FILO Consents Rights, Etc. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, in addition to any required consent under Section 10.01, (x) with respect to clauses (a) through (n) below, (i) no amendment, waiver or consent shall, unless in writing and signed by the FILO Agent in addition to the Lenders required herein, affect the rights or duties of, or any fees or other amounts payable to, the FILO Agent under this Agreement or any other Loan Document, and (ii) unless the Required FILO Lenders have consented thereto, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall and (y) with respect to clause ~~(mo)~~ below, unless the Designated FILO Agent has consented thereto, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall:

(a) except in connection with, and solely with respect to, a Conforming DIP, (i) increase the aggregate Revolving Commitments, (ii) subordinate the Revolving Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien (other than with respect to the Term Loan Debt as set forth in the Term Loan Intercreditor Agreement), as the case may be, or (iii) add new tranches of Indebtedness under this Agreement that are senior to or *pari passu* in right of repayment with the FILO Obligations;

(b) (i) Directly or indirectly or have the effect of changing the definitions of “Borrowing Base” or any component definition thereof, or increase the advance rates applied to eligible assets in the Borrowing Base, or (i) directly or indirectly or have the effect of changing the definitions of “Availability”; provided that the Agent shall not change, reduce or eliminate any Reserves, in each case, in a way that would be more favorable to the Loan Parties, without the prior written consent of the FILO Agent;

(c) Directly or indirectly or have the effect of changing the definitions of “Permitted Overadvance”, “Permitted Insolvency Increase Amount”, “Excess Revolving Obligations”, “Inadvertent Overadvance”, “Inadvertent Overadvance Amounts”, “Maximum Revolving Amount” or “Unintentional Overadvance”;

(d) Directly or indirectly or have the effect of changing the definitions of “Appraised Value”, “Carve Out”, “Conforming DIP”, “DIP Financing”, “Insolvency Increase Amount”, “Prepayment Conditions”, “Applicable FILO Premium”, “Applicable FILO Premium Trigger Event”, “Make-Whole Amount”, “Loan Cap”, “Availability Reserves”, “Inventory Reserves”, “Reserves”, or “Qualified Cash”- ~~or “Maximum Revolving Credit Insolvency Amount”~~;

(e) Directly or indirectly or have the effect of changing the definitions of “Borrowing Base Certificate”, “Cash Management Services”, “Eligible Assignee” (in a manner which would directly make

assignments of the FILO Loan more restrictive or would permit the Loan Parties or their Affiliates to be Eligible Assignees) or “FILO Obligations”;

(f) cease to deduct from the Borrowing Base the then-outstanding aggregate principal amount of the FILO Term Loans;

(g) except in connection with, and solely with respect to, a Conforming DIP, directly or indirectly amend, modify or waive the provisions of Section 7.15 in a manner that would reduce the amount set forth in clause (ix) thereof or that would reduce the percentage (or the calculation of what such percentage is being applied to) set forth in clause (ix) thereof;

(h) directly or indirectly or have the effect of changing the definitions of “Consolidated EBITDA”, “Fixed Charge Coverage Ratio” (or any component definition thereof), “Cash Dominion PeriodEvent”, “Free Cash Flow”, “RP Conditions”, or “Payment Conditions”, in each case, in a way that would be more favorable to the Loan Parties;

(i) increase the interest rates applicable to the Revolving Obligations as of the Effective Date (other than any increase occurring because of fluctuations in underlying rate indices or imposition of the Default Rate), or of the Default Rate applicable to the Revolving Obligations in an amount greater than 2.00%, unless such increase is accompanied by an equivalent increase in the interest rates applicable to the FILO Obligations; provided, however, that, for the avoidance of doubt, the foregoing shall not apply to any interest or fees payable to the Agent or any lender in connection with any DIP Financing that is a Conforming DIP;

(j) directly or indirectly change, modify or waive any of the provisions of (i) Section 2.01 or Section 2.08 in a manner that relates to the FILO Obligations, (ii) Section 2.09(c), (iii) Section 2.13 in a manner adverse to the FILO Term Loan Lenders, (iv) Section 6.01, (v) Section 6.02(b) in a manner that reduces the frequency of the delivery of Borrowing Base Certificates or eliminates any requirement to deliver Borrowing Base Certificates as set forth in Section 6.02(b) as of the Effective Date, (vi) Section 6.10(a), (vii) Section 6.10(b) or Section 6.10(c) in a manner that reduces the frequency of appraisals or commercial finance examinations or is otherwise adverse to the FILO Term Loan Lenders, (viii) Section 7.01, (ix) Section 7.03, (x) Section 8.03, (xi) Section 8.04, (xii) Section 9.21, or (xiii) this Section 10.01-A;

(k) amend or modify the Term Loan Intercreditor Agreement or the Junior/Senior Intercreditor Agreement in manner adverse to the FILO Term Loan Lender;

(l) require any mandatory prepayments or scheduled repayments of the Revolving Obligations except as in effect on the date hereof or, prior to the occurrence of any Default or Event of Default, require that any payment on the Revolving Obligations be made earlier than the date originally scheduled for such payment;

(m) except as expressly permitted hereunder (as in effect on the date hereof), release any Collateral or any Loan Party from the Facility Guaranty;

(n) change any conditions, covenants, defaults or Events of Default that expressly restrict any Loan Party from making payments of the FILO Obligations that would otherwise be permitted as in effect on the date hereof; or

(o) directly or indirectly change, modify or waive or forbear from any of the provisions of (i) Section 6.02(a), (ii) Section 6.02(b), (iii) Section 6.02(d), (iv) Section 6.02(g), (v) Section 6.03(a), (vi) Section 6.05(a), (vii) Section 6.07, (viii) Section 6.10, (ix) Section 6.11, (x) Section 6.12, (xi) Section 6.13, (xii) Section 6.14, (xiii) Article VII, or (xiv) Section 8.01.

- Notwithstanding Section 10.01, each Fee Letter described in clause (iii) and clause (iv) of the definition thereof may be amended, or rights or privileges thereunder waived, in each case, at any time after the Effective Date, in a writing executed only by the parties thereto, and with the consent of the Agent, such consent not to be unreasonably denied, withheld, delayed or conditioned.
- For the avoidance of any doubt and notwithstanding Sections 10.01, 10.01-A or anything else to the contrary in this Agreement or any other Loan Document, the FILO Agent and each FILO Secured Party, agrees that, other than with respect to amounts payable pursuant to Section 8.04(c), the payment of principal, interest and fees on account of FILO Obligations may be limited in connection with the provision of a DIP Financing that is a Conforming DIP or is otherwise consented to by the FILO Agent.

Notwithstanding Sections 10.01, 10.01-A or anything else to the contrary in this Agreement or any other Loan Document, the FILO Agent and each FILO Secured Party, agrees that neither it nor they will raise any objection to, or oppose, and shall be deemed to have consented to the release of any Loan Party from its obligations under any Loan Document or to any private or public sale or other disposition of all or any portion of the Collateral (and any post-petition or post-filing assets subject to adequate protection Liens or comparable Liens under any Debtor Relief Law in favor of the Agent) free and clear of any Liens and other claims (a) at any time after the occurrence and during the continuance of an Event of Default under this Agreement if the Agent has consented to such release or sale; provided, however, that after the occurrence and during the continuance of an Event of Default under this Agreement and prior to the commencement of any proceeding under Debtor Relief Laws involving any Loan Party, any such sale by the Agent shall be made in accordance with applicable Law and the Agent shall provide not less than five (5) Business Days' prior written notice to the FILO Agent of any proposed sale, or (b) under Section 363 of the Bankruptcy Code (or other similar provision of any Debtor Relief Law) in each case under the foregoing clauses (a) and (b), if the Agent has consented to such release or sale, and in connection with each of the foregoing clauses (a) and (b), each FILO Secured Party shall be deemed to have consented to such release and hereby irrevocably authorizes the Agent to release any Lien on any of the Collateral; provided that any Lien of the Agent on such Collateral attaches to the net proceeds of such sale or other disposition of the Collateral received by the Agent and that all proceeds of the Collateral received by the Agent from such sale or other disposition are, after application to any DIP Financing, applied in accordance with Section 8.03. This paragraph shall be referred to herein as the "Specified Release Paragraph".

- Section 10.01-B. FILO Purchase Option for Revolving Obligations.

(a) If (i) the Agent delivers a notice of its intent to take an Enforcement Action with respect to all or a material portion of the Collateral, (ii) the Agent takes an Enforcement Action, (iii) Revolving Obligations are accelerated or the Revolving Commitments are terminated, (iv) the Agent and the Revolving Lenders fail to make any requested Revolving Loans for three (3) consecutive Business Days at a time when there was sufficient Availability therefor or (v) there is an Event of Default under 8.01(g) (the events in clauses (i) through (v), each a "Purchase Option Event"), then the FILO Term Loan Lenders shall have the opportunity to purchase all (but not less than all) of the Revolving Obligations

(other than Excess Revolving Obligations); provided that such option (but not future options based on future Purchase Options Events) shall expire if the applicable FILO Term Lenders fail to deliver a written notice (a “Revolving Credit Purchase Notice”) to the Agent within ten Business Days following the first date the FILO Agent obtains knowledge of the occurrence of such Purchase Option Event, which Revolving Credit Purchase Notice shall (i) be signed by the applicable FILO Term Loan Lenders committing to such purchase (the “Revolving Credit Purchasing Creditors”) and indicate the percentage of the Revolving Obligations (other than Excess Revolving Obligations) to be purchased by each Revolving Credit Purchasing Creditor (which aggregate commitments must add up to one hundred percent (100%) of the Revolving Obligations) and (ii) confirm that the offer contained therein is irrevocable. For the avoidance of doubt, if a Purchase Option Event occurs and the FILO Term Lenders’ option has expired with respect to that Purchase Option Event, then the FILO Term Lenders’ purchase right with respect to subsequent Purchase Option Events shall not have expired. Upon receipt of such Revolving Credit Purchase Notice by the Agent, the Revolving Credit Purchasing Creditors shall have from the date of delivery thereof to and including the date that is ten Business Days after the Revolving Credit Purchase Notice was received by the Agent to purchase all (but not less than all) of the Revolving Obligations (other than Excess Revolving Obligations) (the date of such purchase, the “Revolving Credit Purchase Date”).

(b) On the Revolving Credit Purchase Date, the Agent and the other Revolving Secured Parties shall, subject to any required approval of any Governmental Authority, if any, sell to the Revolving Credit Purchasing Creditors all (but not less than all) of the Revolving Obligations (other than Excess Revolving Obligations). On such Revolving Credit Purchase Date, the Revolving Credit Purchasing Creditors shall (i) pay to the Agent, for the benefit of the Revolving Secured Parties, as directed by the Agent, in immediately available funds the full amount (at par) of all Revolving Credit Revolving Obligations (other than Excess Revolving Obligations) together with all accrued and unpaid interest and fees thereon, all in the amounts specified by the Agent and determined in good faith in accordance with the Loan Documents or other applicable documents, (ii) furnish such amount of cash collateral in immediately available funds as the Agent determines is reasonably necessary to secure the Revolving Secured Parties on terms reasonably satisfactory to the Agent in connection with any (x) asserted indemnification claims, and (y) all Revolving Obligations in respect of or relating to Letters of Credit but not in any event in an amount greater than 104% thereof, and (iii) agree to reimburse the Revolving Secured Parties for any loss, cost, damage or expense resulting from the granting of provisional credit for any checks, wire or ACH transfers that are reversed or not final or other payments provisionally credited to the Revolving Obligations and as to which the Agent and the other Revolving Secured Parties have not yet received final payment as of the Revolving Credit Purchase Date. Such purchase price shall be remitted by wire transfer in immediately available funds to such bank account of the Agent (for the benefit of the applicable Revolving Secured Parties) as the Agent shall have specified in writing to the FILO Agent. Interest and fees shall be calculated to but excluding the Revolving Credit Purchase Date if the amounts so paid by the applicable Revolving Credit Purchasing Creditors to the bank account designated by the Agent are received in such bank account prior to 2:00 p.m., and interest shall be calculated to and including such Revolving Credit Purchase Date if the amounts so paid by the Revolving Credit Purchasing Creditors to the bank account designated by the Agent are received in such bank account after 2:00 p.m. Notwithstanding anything to the contrary contained in the Loan Documents, the Loan Parties hereby consent to and approve the assignment of the Revolving Obligations contemplated by this Section.

(c) Any purchase pursuant to the purchase option described in this Section shall, except as provided below, be expressly made without representation or warranty of any kind by the Agent or the other Revolving Secured Parties as to the Revolving Obligations, the Collateral or otherwise, and without recourse to the Agent and the other Revolving Secured Parties as to the Revolving Obligations, the

Collateral or otherwise, except that the Agent and each of the other Revolving Secured Parties, as to itself only, shall represent and warrant only as to (i) the principal amount of the Revolving Obligations being sold by it, (ii) that such Person has not created any Lien on, or sold any participation in, any Revolving Obligations being sold by it, and (iii) that such Person has the right to assign the Revolving Obligations being assigned by it.

(d) In connection with any purchase of Revolving Obligations pursuant to this Section, each Revolving Secured Party agrees to enter into and deliver to the Revolving Credit Purchasing Creditors on the Revolving Credit Purchase Date, as a condition to closing, an assignment agreement substantially in the form of Exhibit E to this Agreement or any other form approved by the Agent and, at the expense of the Loan Parties, each of the Revolving Secured Parties shall deliver all possessory Collateral (if any), together with any necessary endorsements and other documents (including any applicable stock powers or note powers), then in such Revolving Secured Party's possession or in the possession of its agent or bailee, or turn over control as to any pledged Collateral, deposit accounts or securities accounts of which such Revolving Secured Party or its agent or bailee then has control, as the case may be, to the FILO Agent to act as the successor Agent and otherwise take such actions as may be reasonably appropriate to effect an orderly transition to the FILO Agent to act as the successor Agent. Upon the consummation of the purchase of the Revolving Obligations pursuant to this Section, the Agent shall be deemed to have resigned as an "agent" or "administrative agent" or "collateral agent" (or any similar role) for the Credit Parties or the Revolving Secured Parties, as applicable, under the Loan Documents; provided the Agent (and all other agents under this Agreement) shall be entitled to all of the rights and benefits of a former "agent" or "administrative agent" or "collateral agent" under this Agreement.

Notwithstanding the foregoing purchase of the Revolving Obligations by the Revolving Credit Purchasing Creditors, the Revolving Secured Parties shall retain those contingent indemnification obligations and other obligations under the Loan Documents which by their terms would survive any repayment of the Revolving Obligations.

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail or telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Loan Parties, the Agent, FILO Agent, the L/C Issuer or the Swing Line Lender, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic

communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agent or FILO Agent, as applicable, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Agent or FILO Agent, as applicable, that it is incapable of receiving notices under such Article by electronic communication. The Agent, FILO Agent or the Lead Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Agent or FILO Agent, as applicable, otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Loan Parties' or the Agent's transmission of Borrower Materials through the Internet other than for direct, actual damages resulting from the gross negligence, bad faith or willful misconduct of the Agent as determined by a final non-appealable judgment of a court of competent jurisdiction; provided, however, that in no event shall the Agent have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Loan Parties, the Agent, the FILO Agent, the L/C Issuer and the Swing Line Lender may change its address, electronic mail address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Lead Borrower, the Agent, the FILO Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Agent or FILO Agent,

as applicable, from time to time to ensure that the Agent or FILO Agent, as applicable, has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrowers or their securities for purposes of United States Federal or state securities laws.

(e) Reliance by Agent, L/C Issuer and Lenders. The Agent, the FILO Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Revolving Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Agent, the FILO Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrowers. All telephonic notices to and other telephonic communications with the Agent or FILO Agent may be recorded by the Agent or FILO Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Credit Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether any Credit Party may have had notice or knowledge of such Default or Event of Default at the time.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at Law in connection with such enforcement shall be instituted and maintained exclusively by, the Agent in accordance with Section 8.02 for the benefit of all the Lenders and the L/C Issuer; provided, however, that the foregoing shall not prohibit (a) the Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, or (c) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.13); and provided, further, that if at any time there is no Person acting as Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b) and (c) of the preceding proviso and subject to Section

2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay all Credit Party Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agent and FILO Agent (and any sub-agent thereof), each other Credit Party, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the reasonable and documented fees, charges and disbursements of counsel for the Indemnitees) and without duplication of amounts payable under Section 10.04(a), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, any bank advising or confirming a Letter of Credit and any other Person seeking to enforce the rights of a Borrower, beneficiary, transferee, or assignee or Letter of Credit proceeds or the holder of an instrument or document related to any Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claims of, or amounts paid by any Credit Party to, a Controlled Account Bank or other Person which has entered into a control agreement with any Credit Party hereunder, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party or any of the Loan Parties’ directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith, or willful misconduct of such Indemnitee, or (y) arise from disputes solely among the Indemnitees, and in such event solely to the extent that the underlying dispute does not (1) arise as a result of an action, inaction or representation of, or information provided by or on behalf of the Loan Parties or their Subsidiaries or Affiliates, or (2) relate to any action of such Indemnitee in its capacity as Agent, FILO Agent, Arranger or Co-Documentation Agent. Without limiting the provisions of Section 3.01(c), this Section 10.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, liabilities, claims, damages, etc. arising from any non-Tax claim. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 10.04 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, any Subsidiary of any Loan Party, its directors, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents are consummated.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Loan Party or its Subsidiaries or Affiliates, or to their respective equity holders or creditors or to any other Person arising out of, related to or in connection with any aspect of the Transaction, except to the extent of direct (as opposed to special, indirect, consequential or punitive) damages determined in a final non appealable judgment by a court of competent jurisdiction to have resulted from such Indemnitee's gross negligence, bad faith or willful misconduct. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through Syndtrak, IntraLinks or other similar information transmission systems in connection with this Agreement, other than for direct, actual damages resulting from the gross negligence, bad faith or willful misconduct of such Indemnitee as determined by a final non-appealable judgment of a court of competent jurisdiction.

(d) Payments. All amounts due under this Section shall be payable on demand therefor.

(e) Limitation of Liability. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(f) Survival. The agreements in this Section shall survive the resignation of any Agent, the FILO Agent, the L/C Issuer or the Swing Line Lender, the assignment of any Commitment or Loan by any Lender, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Loan Parties is made to any Credit Party, or any Credit Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Credit Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Agent or FILO Agent, as applicable, upon demand its Applicable Percentage (without duplication) of any amount so recovered from or repaid by the Agent or FILO Agent, as applicable, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Bank Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the Payment in Full and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written consent of the Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of subsection Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Credit Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments) and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it; provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitments and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitments (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than C\$5,000,000 unless each of the Agent and, so long as no Default or Event of Default has occurred and is continuing, the Lead Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. 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 with respect to the Loans or the Commitments assigned, except that this clause (ii) shall not apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Lead Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default under any of Sections 8.01(a), 8.01(f) or 8.01(g) has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund with respect to such Lender; provided that (i) the Lead Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Agent within ten (10) Business Days after having received notice thereof and (ii) the consent of the Lead Borrower shall not be required with respect to an assignment of FILO Term Loans to an Eligible Assignee; and

(B) the consent of the Agent, the L/C Issuer and the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitments if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) the consent of the FILO Agent shall be required for assignments of the FILO Term Loan; and

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500, provided, however, that the Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Loan Parties or any of the Loan Parties' Subsidiaries or Affiliates, (B) to any Defaulting Lender or any of its Subsidiaries or Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), (C) to a natural Person, or (D) to a Disqualified Lender.

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Lead Borrower and the Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent, the L/C Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Laws without compliance with the provisions of this paragraph, then the assignee of

such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Agent, acting solely for this purpose as an agent of the Borrowers (and such agency being solely for tax purposes), shall maintain at the Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Loan Parties, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Lead Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Loan Parties, the Agent, the L/C Issuer or the Swing Line Lender, sell participations to any Person (other than a natural person, a Disqualified Lender, or the Loan Parties or any of the Loan Parties' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitments and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Loan Parties, the Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any Participant shall agree in writing to comply with all confidentiality obligations set forth in Section 10.07 as if such Participant was a Lender hereunder.

(i) Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (i) through (iv) of the first

proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.02 as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participation Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participation 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 (a) to the Lead Borrower, or (b) 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. The entries in the Participation Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participation Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participation Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or Section 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent or 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 and then only to the extent that the applicable Lender would have been entitled to such greater payment. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 or Section 3.04 unless the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Loan Parties, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Resignation as L/C Issuer or Swing Line Lender after Assignment or Resignation. Notwithstanding anything to the contrary contained herein, if at any time Bank of America assigns all of its Commitments and Loans pursuant to subsection (b) above, or resigns as Agent in accordance with the provisions of Section 9.08, Bank of America may, (i) upon 30 days' notice to the Lead Borrower and the Lenders, resign as L/C Issuer and/or (ii) with duplication of any notice required under Section 9.08, upon 30 days' notice to the Lead Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Lead Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Lead Borrower to appoint any such successor shall affect the resignation of Bank of America as L/C Issuer or Swing Line Lender, as the case may be. If Bank of America resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the

L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Prime Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Prime Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit, and (c) the successor Swing Line Lender shall repay all outstanding Obligations with respect to Swing Line Loans due to the resigning Swing Line Lender.

10.07 Treatment of Certain Information; Confidentiality. Each of the Credit Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates, Approved Funds, and to its and its Affiliates' and Approved Funds' respective partners, directors, officers, employees, agents, funding sources, attorneys, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement (including any electronic agreement contained in any Platform) containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap Contract relating to any Loan Party and its obligations, (g) with the consent of the Lead Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to any Credit Party on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Credit Parties acknowledges that (a) the Information may include material non-public information concerning the Loan Parties or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with Law, including Federal and state securities Laws.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing or if any Lender shall have been served with a trustee process or similar attachment relating to property of a Loan Party, each Lender, the L/C Issuer and each of their respective Affiliates and Participants is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Agent or the Required Lenders, to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or other property at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of any Borrower or any other Loan Party against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, regardless of the adequacy of the Collateral, and irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent, the L/C Issuer and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Lead Borrower and the Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, but subject to the provisions of Section 2.10(c) hereof, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Law (the "Maximum Rate"). Subject to the provisions of Section 2.10(c) hereof with respect to the Revolving Loans, in determining whether the interest contracted for, charged, or received by the Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Laws, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

10.11 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith

shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Credit Parties, regardless of any investigation made by any Credit Party or on their behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default or Event of Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. Further, the provisions of Sections 3.01, 3.04, 3.05 and 10.04 and Article IX, without limitation, shall survive and remain in full force and effect regardless of the repayment of the Obligations, the expiration of the Letters of Credit or the termination of the Aggregate Commitments or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agent may require such indemnities and collateral security as it shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to the Other Liabilities, and (z) any Obligations that may thereafter arise under Section 10.04 hereof.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Agent, the L/C Issuer or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.05, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Lead Borrower may, at its sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.05 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with Laws; and

(e) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Lead Borrower to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE AGENT, ANY LENDER, THE L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE LOAN PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY 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.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. EACH LOAN PARTY HEREBY AGREES THAT SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING BROUGHT IN ANY NEW YORK STATE COURT OR FEDERAL COURT MAY BE MADE UPON SUCH PERSON AS THE LEAD BORROWER MAY PROVIDE THE AGENT IN WRITING (THE “PROCESS AGENT”), AND EACH LOAN PARTY HEREBY IRREVOCABLY APPOINTS THE PROCESS AGENT ITS AUTHORIZED AGENT TO ACCEPT SUCH SERVICE OF PROCESS, AND AGREES THAT THE FAILURE OF THE PROCESS AGENT TO GIVE ANY NOTICE OF ANY SUCH SERVICE SHALL NOT IMPAIR OR AFFECT THE VALIDITY OF SUCH SERVICE OR OF ANY JUDGMENT RENDERED IN ANY ACTION OR PROCEEDING BASED THEREON.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm’s-length commercial transaction between the Loan Parties, on the one hand, and the Credit Parties, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Loan Parties with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Loan

Party or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by applicable Law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

10.17 USA PATRIOT Act and PCTFA Notice. Each Lender that is subject to the USA PATRIOT Act and the PCTFA and the Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act and the PCTFA, 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 or the Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act and the PCTFA. Each Loan Party is in compliance, in all material respects, with the USA PATRIOT Act and the PCTFA. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the USA PATRIOT Act and the PCTFA. The Loan Parties shall, promptly following a request by the Agent or any Lender, provide all documentation and other information that the Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, the Beneficial Ownership Regulation and the PCTFA.

10.18 Foreign Assets Control Regulations. Neither of the advance of the Loans nor the use of the proceeds thereof or of any Letter of Credit will violate any Sanctions or any applicable anti-corruption Laws. Furthermore, none of the Loan Parties or their affiliates (a) is or will become an Embargoed Person or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such Embargoed Person or in any manner violative of the Foreign Assets Control Regulations and other applicable anti-corruption Laws.

10.19 Time of the Essence. Time is of the essence of the Loan Documents.

10.20 Press Releases.

(a) Each Credit Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Agent or its Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days’ prior notice to the Agent and without the prior written consent of the Agent unless (and only to the extent that) such Credit Party or Affiliate is required to do so under Law and then, in any event, such Credit Party or Affiliate will consult with the Agent before issuing such press release or other public disclosure.

(b) Each Loan Party consents to the publication by the Agent or any Lender of advertising material relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo or trademark. The Agent or such Lender shall provide a draft reasonably in advance of any advertising material to the Lead Borrower prior to the publication thereof. The Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements.

10.21 Additional Waivers.

(a) Except as provided herein or in any other Loan Document, the Obligations are the joint and several obligation of each Loan Party. To the fullest extent permitted by applicable Laws, the obligations of each Loan Party shall not be affected by (i) the failure of any Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement or any other Loan Document, (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Agent or any other Credit Party, or (iv) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible Payment in Full). The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible Payment in Full), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise.

(b) Except as provided herein or in any other Loan Document, to the fullest extent permitted by applicable Laws, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the indefeasible Payment in Full. The Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other Loan Party, or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Loan Party hereunder except to the extent that all of the Obligations have been indefeasibly Paid in Full in cash and the Aggregate Commitments have been terminated. Each Loan Party waives any defense arising out of any such election even though such election operates, pursuant to Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Loan Party against any other Loan Party.

(c) Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible Payment in Full. In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible Payment in Full and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such

indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. Subject to the foregoing, to the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Loans made to another Borrower hereunder or other Obligations incurred directly and primarily by any other Borrower (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrower in an amount, for each of such other Borrower, equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA") or a similar provision under any other Debtor Relief Law, (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, Section 5 of the UFCA, or a similar provision under any other Debtor Relief Law or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, Section 5 of the UFCA, or a similar provision under any other Debtor Relief Law.

(d) Notwithstanding any other provision contained in this Agreement or 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 or joint and several basis, then Loan Parties' Obligations, to the extent such Obligations are secured, only shall be several obligations and not joint or joint and several obligations.

10.22 No Strict Construction.

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.23 Judgment Currency.

(a) If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 10.23 referred to as the "Judgment Currency") an amount due under any Loan Document in any currency (the "Obligation Currency") other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the courts of any jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any jurisdiction (the applicable date as of which such conversion is made pursuant to this Section 10.23 being hereinafter in this Section 10.23 referred to as the "Judgment Conversion Date").

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 10.23(a), there is a change in the rate of exchange prevailing between the Judgment

Conversion Date and the date of actual receipt for value of the amount due, the applicable Loan Party or Loan Parties shall pay such additional amount (if any) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from any Credit Party under this [Section 10.23](#) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term “rate of exchange” in this [Section 10.23](#) means the rate of exchange at which the Agent, on the relevant date at or about 12:00 noon (New York time), would be prepared to sell, in accordance with the Agent’s normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

10.24 Attachments.

The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

10.25 Electronic Execution of Assignments and Certain Other Documents.

(a) The words “execute,” “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

(b) This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “Communication”), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each of the Loan Parties to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation each of the Loan Parties enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Agent and each of the Credit Parties of a manually signed paper Communication which has been converted into electronic form (such

as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Agent and each of the Credit Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“Electronic Copy”), which shall be deemed created in the ordinary course of the such Person’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Agent has agreed to accept such Electronic Signature, the Agent and each of the Credit Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification and (b) upon the request of the Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

10.26 ENTIRE AGREEMENT.

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

10.27 Keepwell.

Each Loan Party that is a Qualified ECP Guarantor at the time the Facility Guaranty or the grant of a security interest under the Loan Documents, in each case, by any Specified Loan Party becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor’s obligations and undertakings under the Facility Guaranty voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until Payment in Full. Each Loan Party intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a “keepwell, support, or other agreement” for the benefit of, each Specified Loan Party for all purposes of the Commodity Exchange Act.

10.28 Canadian Anti-Money Laundering Legislation.

If the Agent has ascertained the identity of any Loan Party or any authorized signatories of any Loan Party for the purposes of the PCTFA and other applicable AML Legislation, then the Agent:

- (a) 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 the Agent within the meaning of the applicable AML Legislation; and

(b) shall provide to each Lender, copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that the Agent has no obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties 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.

10.29 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

Solely to the extent any Lender or L/C Issuer that is 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 or L/C Issuer 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 party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any applicable Resolution Authority.

10.30 Language.

The parties herein have expressly requested that this Agreement and all related documents be drawn up in the English language. A la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.

10.31 Acknowledgement Regarding Any Supported QFCs.

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, “QFC Credit Support” and each such QFC, a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such

Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

10.32 Amendment and Restatement.

This Agreement is an amendment and restatement of the Existing Credit Agreement, it being acknowledged and agreed that as of the Effective Date all obligations of the Loan Parties outstanding under or in connection with the Existing Credit Agreement and any of the other Loan Documents (such obligations, collectively, the “Existing Obligations”) constitute obligations under this Agreement. This Agreement is in no way intended to constitute a novation of the Existing Credit Agreement or the Existing Obligations. With respect to (i) any date or time period occurring and ending prior to the Effective Date, the Existing Credit Agreement and the other Loan Documents shall govern the respective rights and obligations of any party or parties hereto also party thereto and shall for such purposes remain in full force and effect; and (ii) any date or time period occurring or ending on or after the Effective Date, the rights and obligations of the parties hereto shall be governed by this Agreement (including, without limitation, the exhibits and schedules hereto) and the other Loan Documents. From and after the Effective Date, any reference to the Existing Credit Agreement in any of the other Loan Documents executed or issued by and/or delivered to any one or more parties hereto pursuant to or in connection therewith shall be deemed to be a reference to this Agreement, and the provisions of this Agreement shall prevail in the event of any conflict or inconsistency between such provisions and those of the Existing Credit Agreement.

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ANNEX B

Schedule 2.01

Commitments and Applicable Percentages

Revolving Lender	Revolving Loan Commitment	Applicable Percentage (Revolving Commitments)
Bank of America, N.A. (acting through its Canada branch)	C\$88,888,889	44.444444444%
Royal Bank of Canada	C\$88,888,889	44.444444444%
Citibank, N.A. Canada Branch	C\$22,222,222	11.111111111%
TOTAL	C\$200,000,000	100.000000000%

FILO Term Lender	Total FILO Term Loans and FILO Term Loan Commitment	Applicable Percentage (Total FILO Term Loans and FILO Term Loan Commitments)
HCS 102, LLC	C\$56,976,000	37.65%
First Eagle PEI Fund SPV, LLC	C\$21,627,000	14.29%
Tiger Asset Solutions Canada, ULC	C\$14,244,000	9.41%
1903 Partners, LLC	C\$14,244,000	9.41%
Sixth Street Specialty Lending, Inc.	C\$30,012,000	19.83%
GA Group Solutions, LLC	C\$14,244,000	9.41%
TOTAL	C\$151,347,000	100.00%