IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	Re: Docket No. 2114

ORDER (I) AUTHORIZING THE DEBTORS TO AMEND THE DIP CREDIT AGREEMENTS; AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of an order (this "Order") pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1, 4001-1, and 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules"), seeking, among other things (i) authorization for the Debtors to amend each of the DIP Credit Agreements to (a) increase the aggregate principal

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/Marelli. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Docket No. 449] (the "Final DIP Order") or, if not defined therein, in the Motion or the DIP Amendment Term Sheets (as defined in the Motion), as applicable.

amount of the DIP Loans under the Senior DIP Credit Agreement from approximately $865,000,000 to $900,000,000, pursuant to a first-out super-senior debtor-in-possession financing facility (the "Amended Senior DIP Facility" and all obligations arising thereunder, the "New Tranche A DIP Obligations"), comprised of (1) first-out super-senior term loans under the existing Senior DIP Facility that are being "rolled" into the New Tranche A DIP Obligations (the "Rolled Tranche A DIP Loans") and (2) first-out super-senior "new money" term loans (the "New Money Tranche A DIP Loans" and together with the Rolled Tranche A DIP Loans, the "New Tranche A DIP Loans"), which, in each case, shall be senior in right of payment and lien priority to the Tranche A-1 DIP Loans (as defined below) and the loans under the Junior DIP Facility, and subject to the terms and conditions of the Senior DIP Credit Agreement, as amended by the Senior DIP Amendment (defined herein) (the "Amended Senior DIP Credit Agreement"); (b) increase the aggregate principal amount of the DIP Loans under the Junior DIP Credit Agreement from approximately $242,000,000 to up to $542,000,000, pursuant to a senior secured debtor-in-possession financing facility (the "Tranche A-1 DIP Facility" and all obligations arising thereunder with respect to the Tranche A-1 DIP Loans (defined below), the "Tranche A-1 DIP Obligations" and, collectively with the Junior DIP Facility, the "Amended Junior DIP Facility") consisting of senior "new money" term loans denominated in USD in an aggregate principal amount of up to $300,000,000 (the "Tranche A-1 DIP Loans" and, together with the New Tranche A DIP Loans, the "New DIP Loans", and the commitments under the Tranche A-1 DIP Facility, the "Tranche A-1 DIP Commitments"), which shall be senior in right of payment only to the loans under the existing Junior DIP Facility, and secured by the same liens that secure the existing Junior DIP Facility, and junior in right of payment and lien priority to the New Tranche A DIP Loans, and subject to the terms and conditions of the Junior DIP Credit Agreement, as amended by the Junior

DIP Amendment (defined herein) (the "Amended Junior DIP Credit Agreement" and together with the Amended Senior DIP Credit Agreement, the "Amended DIP Credit Agreements"); (c) roll or repay, as applicable, the existing Tranche A Loans with the proceeds from the issuance of the New Tranche A DIP Loans; (d) extend the maturity date under each of the Senior DIP Credit Agreement and the Junior DIP Credit Agreement; and (e) make certain other modifications to provisions of the DIP Credit Agreements in connection with the foregoing; and (ii) related relief, all as set forth in the Motion.

This Court having considered the Motion, the exhibits attached thereto, the DIP Documents[3] and the evidence submitted, and arguments of counsel made, at the hearing held by this Court with respect to the Motion (the "Hearing"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion and the Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and all applicable Local Bankruptcy Rules, and it appearing that no other or further notice is necessary; and all objections and reservations of rights, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by this Court; and it appearing that approval

[3] The definition of "DIP Documents," as used in the Final DIP Order, shall be deemed updated to include the Amended DIP Credit Agreements, the DIP Amendment Term Sheets, that certain Super-Senior Secured Debtor-in-Possession Credit Facility Commitment Letter (the "Super-Senior DIP Commitment Letter"), and that certain Tranche A-1 Senior Secured Debtor-in-Possession Credit Facility Commitment Letter (the "Tranche A-1 DIP Facility Commitment Letter"), effective as of the date of this Order.

of the relief requested in the Motion on a final basis is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' estates; and it appearing that the Debtors' entry into and performance with respect to the Amendments, the Amended DIP Credit Agreements and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE HEARING, THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

1. The relief sought in the Motion is GRANTED as set forth herein. The Debtors' entry into the Amendments and the other DIP Documents, to the extent applicable, is authorized and approved, subject to the terms and conditions set forth in this Order, the Amendments, and, as applicable, the other DIP Documents. The Final DIP Order, except to the extent expressly modified by the terms of this Order, shall otherwise remain in full force and effect, the terms of which shall apply to the Amended DIP Credit Agreements and New DIP Loans. For the avoidance of doubt, the New Tranche A DIP Loans shall constitute Tranche A Loans for the purposes of the Final DIP Order (including the Lien/Claims Priorities Exhibit) and the Tranche A-1 DIP Loans shall be deemed to constitute Tranche B Loans, subject to the payment priorities and other terms

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

set forth in the Amended Junior DIP Credit Agreement, for the purposes of the Final DIP Order (including the Lien/Claims Priorities Exhibit). All objections to the Motion to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. Findings Regarding the Amendments.

(a) Good and sufficient cause has been shown for entry by the Debtors into the Amendments.

(b) The Debtors' entry into the Amendments is a proper exercise of the Debtors' business judgment because the Debtors have an immediate need to extend the maturity of the DIP Facilities and to obtain additional liquidity to, among other things, fund critical business expenses of the Debtors and to fund the administrative costs of these chapter 11 cases. The access of the Debtors to liquidity through the incurrence of new indebtedness is necessary and vital to the preservation and maintenance of the Debtors' estates. Absent the relief set forth in this Order, the Debtors' estates and their businesses will be irreparably harmed. The Amendments constitute legal, valid and binding amendments to the DIP Credit Agreements pursuant to the terms thereof.

(c) The financing available under the Amended DIP Credit Agreements represents the best and only available financing option for the Debtors under the circumstances. The Debtors were unable to obtain financing on more favorable terms from sources other than the DIP Lenders.

(d) The "DIP Subordination Provisions" under and as defined in the Restructuring Support Agreement shall, for purposes of the Restructuring Support Agreement and for all other purposes, include the provisions of this Order and the Final DIP Order (as amended or supplemented by this Order) governing the creation, perfection, and subordination of liens or claims, application or turnover of proceeds or distributions, other intercreditor rights, and similar

provisions including, for the avoidance of doubt, paragraphs 5 (DIP Liens), 6 (DIP Superpriority Claims), 10 (Soft Marshaling/Application of Proceeds), 18 (Remedies Upon a DIP Termination Event), 21 (Preservation of Rights Granted Under this Final Order), 27 (Turnover), 29 (Insurance), and 31 (Credit Bidding) of the Final DIP Order, each as amended or supplemented by the terms of this Order (including, but not limited to, paragraphs 5 (DIP Obligations) 6 (DIP Liens), 7 (DIP Superpriority Claims), 13 (Preservation of Rights Granted Under this Order) and 17 (Turnover) and 18 (Credit Bidding) of this Order) (collectively, the "DIP Subordination Provisions") and such provisions shall continue to bind all parties in interest in the Chapter 11 Cases, including, without limitation, the Prepetition Secured Parties and each Consenting Stakeholder (as defined in the Restructuring Support Agreement), with respect to the Amended DIP Facilities (as defined below) and the New DIP Loans issued under the Amended Senior DIP Credit Agreement for the benefit of the DIP Secured Parties under the Amended DIP Credit Agreements.

(e) The Prepetition Secured Parties have not objected to (or, as applicable, have not been directed to object to), entry of this Order, the Debtors' entry into the Amendments, including the granting of priming liens and claims in connection therewith and by not objecting, the Prepetition Secured Parties are deemed to consent to such relief on the terms and conditions set forth in this Order.

(f) The terms of the Amendments are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration.

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

IT IS HEREBY ORDERED THAT:

3. Approval of the Amendments. The Amendments are hereby approved in all respects, including, without limitation, with respect to the following:

(a) authorizing the Debtors to (A) amend and restate the existing Senior DIP Credit Agreement on the terms and conditions substantially consistent with the form of amendment attached hereto as **Exhibit A** (the "Senior DIP Amendment") to, *inter alia*, extend the Maturity Date of the Senior DIP Facility; and (B) borrow the New Tranche A DIP Loans, which shall be funded in a single draw upon entry of this Order, subject to satisfaction of certain conditions precedent set forth in the Amended Senior DIP Credit Agreement;

(b) authorizing the Debtors to roll or repay the existing Tranche A Loans in full with the proceeds from the issuance of the New Tranche A DIP Loans;

(c) authorizing the Debtors to (A) amend the Junior DIP Credit Agreement on the terms and conditions substantially consistent with the form of amendment attached hereto as **Exhibit B** (the "Junior DIP Amendment" and, together with the Senior DIP Amendment, the "Amendments") which, *inter alia*, extends the Maturity Date of the Junior DIP Facility and permits the incurrence of the New DIP Loans, and (B) borrow the Tranche A-1 DIP Loans, which shall be funded after entry of this Order pursuant to a disbursement schedule to be agreed; and

(d) granting the lenders under the Amended DIP Credit Agreements (such lenders with respect to the Amended Senior DIP Credit Agreement, the "New Tranche A DIP Lenders" and such new money lenders with respect to the Tranche A-1 DIP Loans and Tranche A-1 DIP Commitments under the Amended Junior DIP Credit Agreement, the "Tranche A-1 DIP Lenders" and, together with the Senior DIP Lenders (for the avoidance of doubt, the New Tranche A DIP Lenders shall also be Senior DIP Lenders for all purposes) and the Junior DIP Lenders (for

the avoidance of doubt, the Tranche A-1 DIP Lenders shall also be Junior DIP Lenders for all purposes), the "DIP Lenders") all rights and obligations set forth herein and in the Final DIP Order, the Amended DIP Credit Agreements, and the other DIP Documents.

4. Authorization of the Amended DIP Facilities and the DIP Documents. Without further approval of this Court, the Debtors are authorized to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, and documents (including, without limitation, the execution or recordation of guarantees, pledge agreements, security agreements, collateral agreements, trust agreements, security trustee or agent appointment agreements, powers of attorney, financing statements, and other similar documents) and to pay all fees, expenses, and other amounts authorized by the Amended DIP Credit Agreements, the other DIP Documents, and this Order, appropriate or desirable for the Debtors' performance of their obligations under or related to the Amended Senior DIP Facility and the Amended Junior DIP Facility (collectively, the "Amended DIP Facilities"), including, without limitation:

(a) the execution and delivery of the Amendments, and execution and performance under, as applicable, each of the Amended DIP Credit Agreements and the other DIP Documents and any collateral documents contemplated thereby;

(b) the non-refundable and irrevocable payment to the DIP Agents and the DIP Lenders, as the case may be, of all premiums, fees and expenses, including the Upsized DIP Fees (as defined herein) (which fees and expenses, in each case, were and were deemed to have been approved upon entry of this Order and shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or any challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise), and any amounts due (or that may become

due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the Amended DIP Credit Agreements, or the other DIP Documents, with respect to those indemnified and/or reimbursable parties specifically set forth therein, including (A) those certain fees, as set forth in that certain confidential Lender Fee Letter, dated as of May 29, 2026 (the "Fee Letter Fees"),[5] (B) for the ratable account of each Senior DIP Lender, upon, and on the date of, any prepayment (whether voluntary or mandatory) or repayment of any New Tranche A DIP Loans (or any other satisfaction in respect thereof) or any cancellation of any commitment with respect thereof (any such date, an "Exit Fee Trigger Date"), an exit fee (the "Tranche A Exit Fee") in an amount equal to the sum of (x) 2.00% of the original principal amount of the New Tranche A DIP Loans so prepaid, repaid, refinanced, accelerated, or of the commitments with respect thereto so cancelled (the "Exit Fixed Fee Amount"), *plus* (y) solely with respect to any prepayment or repayment of New Tranche A DIP Loans prior to December 1, 2026, an amount equal to (1) the aggregate amount of interest (calculated at the interest rate in effect on the date that notice of such prepayment or repayment is delivered to the Senior DIP Agent in accordance with the terms of the Amended Senior DIP Credit Agreement) that would have been payable to the Senior DIP Lenders had such prepaid or repaid New Tranche A DIP Loans remained outstanding through and including December 1, 2026, *minus* (2) the actual aggregate amount of interest paid to the Senior DIP Lenders from and after the effective date of the Senior DIP Amendment (the amount payable pursuant to this clause (y), the "Exit Make-Whole Fee Amount"); provided, that no Exit Make-Whole Fee Amount shall be payable with respect to any New Tranche A DIP Loans that are repaid or prepaid in an aggregate amount equal to the aggregate

[5] The Debtors are authorized and directed to perform under that certain Lender Fee Letter, substantially in the form filed under seal [Docket No. 2116], including with respect to the payment of the fees set forth therein.

increase in the Debtors' cash balances that are directly attributable to Customer Support (as defined in the Senior DIP Amendment), as reflected in the Debtors' actual cash flow reporting, which Tranche A Exit Fee shall be earned upon entry of this Order and payable on the applicable Exit Fee Trigger Date, (C) amendment fees to the existing Senior DIP Lenders as of the record date for any amendment, payable in cash on the Closing Date (as defined in the Amended Senior DIP Credit Agreement), in the amount of (1) to each existing Senior DIP Lender (or its Loan Counterparty (as defined in the Tranche A DIP Amendment Term Sheet (as defined in the Motion))) that timely elects to roll 100% of its existing Tranche A Loans into Rolled Tranche A DIP Loans, 1.00% of the outstanding principal amount of such Rolled Tranche A DIP Loans of such existing Senior DIP Lender (or Loan Counterparty), or (2) to each existing Senior DIP Lender (or Loan Counterparty) that timely elects to roll less than 100% of its existing Tranche A Loans into Rolled Tranche A DIP Loans, 0.50% of the outstanding principal amount of such Rolled Tranche A DIP Loans of such existing Senior DIP Lender (or Loan Counterparty) (the "Amendment Fees"), (D) an exit fee in an amount equal to 2.00% of the principal amount of the Tranche A-1 DIP Loans payable in cash, and due and payable to the Tranche A-1 DIP Lenders upon any permitted voluntary or mandatory prepayments, cancellation of the commitments with respect to any Tranche A-1 DIP Loans, refinancing, acceleration, maturity, or any other permitted satisfaction (in whole or in part) of the Tranche A-1 DIP Loans, and calculated by reference to the original principal amount of the Tranche A-1 DIP Loans so repaid, prepaid, or the commitments with respect to any Tranche A-1 DIP Loans which are cancelled (the "Tranche A-1 Exit Fee"), (E) a commitment fee in an amount equal to 5.00% of the principal amount of Tranche A-1 DIP Commitments, payable in kind on the Closing Date (as defined in the Amended Junior DIP Credit Agreement) (the "Commitment Fee"); (F) a funding fee in an amount equal to 4.00% of the

principal amount of the Tranche A-1 DIP Commitments, payable in kind upon the initial funding of the Tranche A-1 DIP Loans (the "Funding Fee"), (G) a ticking fee in an amount equal to 10.00% *per annum* times the actual daily amount of the aggregate outstanding Tranche A-1 DIP Commitments from and after the Closing Date (the "Ticking Fee"), (H) original issue discount with respect to the New Tranche A DIP Loans issued at 0.50% ("OID" and, together with the Fee Letter Fees, the Tranche A Exit Fee, the Amendment Fees, the Tranche A-1 Exit Fee, the Commitment Fee, the Funding Fee, and the Ticking Fee, the "Upsized DIP Fees"), and (I) with respect to the DIP Secured Parties, any applicable premium and all reasonable and documented costs and expenses as may become due from time to time under the Amended DIP Credit Agreements, the other DIP Documents, and this Order, including fees and expenses of counsel, financial advisors, and other professionals retained by the DIP Agents and the DIP Lenders (to the extent provided by the DIP Documents), and the other fees and expenses of other professionals as specifically provided for in the Amended DIP Credit Agreements, the other DIP Documents, and this Order; and

(c) the performance of all other acts necessary, appropriate, or desirable under, or in connection with, the Amended DIP Credit Agreements, and the other DIP Documents.

5. DIP Obligations. Upon execution and delivery of the Amended DIP Credit Agreements, the DIP Amendment Term Sheets, the Super-Senior DIP Commitment Letter, and the Tranche A-1 DIP Facility Commitment Letter, such DIP Documents shall constitute legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of this Order, the Final DIP Order, the DIP Credit Agreements and the other DIP Documents, against the Debtors and their estates and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the

conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing. The DIP Obligations shall be due and payable, without notice or demand, in accordance with and subject to the terms of this Order, the Final DIP Order, and the DIP Credit Agreements. Except as permitted by this Order or the Final DIP Order, no authorized obligation, payment, transfer, or grant of security hereunder, under the Final DIP Order, or under the DIP Credit Agreements or the other DIP Documents to the DIP Agents and/or the DIP Lenders shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 544, 545, and 547 to 550, or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

6. DIP Liens. Subject and subordinate to the Carve Out and to the exceptions set forth in the DIP Documents, and at all times subject to the relative rank and priorities set forth in the Lien/Claim Priorities Exhibit attached to the Final DIP Order as Exhibit 1 and this paragraph 6, effective and automatically perfected upon entry of the First Interim Order, DIP Obligations (including, for the avoidance of doubt and upon entry of this Order, the New Tranche A DIP Obligations and the Tranche A-1 DIP Obligations) shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in (such liens and security interests granted (i) with respect to the Senior DIP

Obligations of the Senior DIP Agents[6] (including the Joint DIP Security Agent) and the holders of New Tranche A DIP Loans under the Amended Senior DIP Facility, the "Tranche A DIP Liens" to the Senior DIP Agent for the benefit of the Senior DIP Secured Parties, (ii) (a) with respect to the Amended Junior DIP Facility and the Tranche A-1 DIP Loans and Tranche B Loans thereunder, the "Tranche B DIP Liens," (subject to the payment priorities set forth in the Amended Junior DIP Credit Agreement), and (b) with respect to the Junior DIP Facility and the Tranche C Loans thereunder, the "Tranche C DIP Liens," in each case to the Junior DIP Agent for the benefit of the Junior DIP Secured Parties, and together with the Tranche A DIP Liens and the Tranche B DIP Liens, collectively, the "DIP Liens"[7]) all assets (whether tangible, intangible, real, personal, or mixed) of the Debtors (and their bankruptcy estates) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date (including the Prepetition Collateral), now owned or hereafter acquired, including, without limitation, all accounts, chattel paper, claims and causes of action (other than Avoidance Actions (as defined below)), commercial tort claims, deposit accounts, documents, equipment, general intangibles (including, without limitation, payment intangibles and software), goods (including, without limitation, fixtures), instruments, intellectual property, inventory, investment property (including, without limitation, all securities (whether certificated or uncertificated), security entitlements and commodity contracts), money, cash, cash equivalents, and all deposit accounts, securities accounts,

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[6] For the avoidance of doubt, for purposes of the Final DIP Order and this Order "Senior DIP Agent" shall include the Senior DIP Agent (as defined in the Final DIP Order) and also the Joint DIP Security Agent, in its capacity as security agent on behalf of the Senior DIP Agent or Senior DIP Lenders, and "Junior DIP Agent" shall include the Junior DIP Agent (as defined in the Final DIP Order) and also the Joint DIP Security Agent, in its capacity as security agent on behalf of the Junior DIP Agent or Junior DIP Lenders (including, for the avoidance of doubt, the Tranche A-1 DIP Lenders).

[7] The definitions of "DIP Superpriority Claims," "DIP Obligations" and "DIP Liens," as used in the Final DIP Order, shall be deemed updated to include the DIP Superpriority Claims, DIP Obligations and DIP Liens as amended by the Amendments and this Order effective as of the date of this Order (including, for the avoidance of doubt, the New Tranche A DIP Obligations and the Tranche A-1 DIP Obligations).

commodities accounts, lockboxes and all other demand, deposit, time, savings cash management, passbook and similar accounts, together with all money, cash, securities, instruments and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights, and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products, and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds (including, without limitation, all proceeds from any directors'/officers' liability insurance policies), indemnity, warranty, licenses, royalties, income, payments, claims, damages, and proceeds of suit) of any and all of the foregoing, and all collateral security and guarantees given by any person with respect to any of the foregoing, the right, title, or interest in any capital stock, investment property, partnership, membership, or other equity or similar interests in any entity (whether or not such entity is a Debtor), including all capital stock, securities accounts, investment property, partnership, and membership, other equity or similar interests (and including all rights, beneficial interests, causes of action, and choses of action related thereto) of the Debtors, whether existing as of the Petition Date or after acquired (all such property, excluding the Excluded Assets under (and as defined in) the DIP Documents, the "DIP Collateral"); *provided*, *however*, that DIP Collateral shall also include the proceeds or property recovered, unencumbered or otherwise, of any claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549, and 550 ("Avoidance Actions" and, such proceeds, the "Avoidance Proceeds"); *provided, further*, that solely with respect to the DIP Obligations in respect of the Tranche C Loans, the DIP Collateral shall not include Avoidance Proceeds. The DIP Liens will otherwise have the following priorities:

(a) *First Priority Liens on Unencumbered Property*. Pursuant to Bankruptcy Code section 364(c)(2), subject and subordinate to the Carve Out, a valid, binding, continuing,

enforceable, fully-perfected, first-priority senior security interest in and lien upon all of the DIP Collateral, including, without limitation, all prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter created, acquired, or arising, and wherever located, that, on or as of the Petition Date, is not subject to Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) and including Avoidance Proceeds (collectively, the "Previously Unencumbered Property") subject and subordinate only to the Carve Out and subject to the priorities set forth in the Lien/Claim Priorities Exhibit.

(b) *Priming Liens*. Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, fully perfected, first-priority priming security interest and lien (the "Priming Liens") on all DIP Collateral (including Emergency Loan Collateral and Prepetition Senior Loan Collateral) that does not constitute Previously Unencumbered Property, whether in existence on the Petition Date or thereafter created, acquired, or arising, and wherever located, to the extent that such DIP Collateral is subject to any of the Prepetition Liens, subject and subordinate only to the Carve Out and to Permitted Prior Liens, and as to the Carve Out Reserves. The Priming Liens shall prime and be senior in all respects to the liens and security interests in such property of the Prepetition Secured Parties with respect to the Prepetition Emergency Loan Agreement and the Prepetition Senior Loan Agreement (including, without limitation, the Prepetition Liens, the Adequate Protection Liens granted hereunder and any purported prepetition liens (the "Primed Liens")). Notwithstanding anything herein to the contrary, the Priming Liens shall be (i) subject and junior to the Permitted Prior Liens and, except in accordance with the Carve Out, will have no recourse to the Carve Out Reserves, or the funds therein (in all cases, for the

avoidance of doubt, subject and subordinate to the Carve Out) in all respects, and (ii) subject to the priorities set forth in the Lien/Claim Priorities Exhibit.

(c) *No Senior Liens*. Except to the extent permitted hereunder, the DIP Liens shall not be made subject or subordinate to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under Bankruptcy Code section 551, (ii) any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan Parties, (iii) any intercompany or affiliate claim, lien or security interest of the DIP Loan Parties or their affiliates, or (iv) any other lien, security interest or claim arising under Bankruptcy Code section 363 or 364 granted on or after the date that the First Interim Order was entered.

7. DIP Superpriority Claims. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations arising under the Amended DIP Facilities shall constitute allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims ("Administrative Expense Claims") arising under or ordered pursuant to Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims (such claims with respect to the Senior DIP Obligations of the Senior DIP Agents (including the Joint DIP Security Agent), the holders

of New Tranche A DIP Loans under the Amended Senior DIP Facility, the "Tranche A DIP Superpriority Claims", and with respect to the DIP Obligations under the Amended Junior DIP Facility, including the Tranche A-1 DIP Obligations, the "Tranche B DIP Superpriority Claims" or the "Tranche C DIP Superpriority Claims," as applicable, and collectively, the "DIP Superpriority Claims") shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from, and have recourse to, all of the DIP Collateral and all proceeds thereof in accordance with the Amended DIP Credit Agreements, the other DIP Documents, and this Order, subject to (i) payment in full of the Carve Out and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves except in accordance with the Carve Out as set forth in the Final DIP Order and (ii) the Lien/Claim Priorities Exhibit. The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Order or any provision hereof is reversed or modified on appeal, reconsideration or remand.

8. Adequate Protection for the Prepetition Secured Parties. All rights and protections granted by the Final DIP Order to the Prepetition Secured Parties as adequate protection remain in full force and effect and shall not be modified by this Order, except to the extent expressly modified by the terms of this Order.

(a) Adequate Protection for Prepetition Emergency Loan Lenders. The Debtors represent that the Restructuring Support Agreement, subject to all of the terms thereof, remains in full force and effect in accordance with its terms, and the Debtors have every present intention of filing a chapter 11 plan (a "Plan") that provides for recoveries to the Prepetition Emergency Loan Lenders and Prepetition Senior Lenders consistent with the terms of the Restructuring Support

Agreement; *provided*, that all parties' rights under the Restructuring Support Agreement are expressly preserved and reserved. Notwithstanding anything to the contrary in this Order or in the Restructuring Support Agreement, the Debtors shall provide Mizuho with draft copies of (1) the Plan, (2) the disclosure statement, and (3) any motions and exhibits to the Plan and disclosure statement (the documents set forth in the foregoing clauses (1), (2), and (3), collectively, the "Plan Documents"), in each case, no less than three (3) business days in advance of filing such Plan Document. Upon entry of this Order, as further adequate protection, the Prepetition Emergency Loan Agent, on behalf of the Prepetition Emergency Loan Lenders, shall be entitled to the following:

(1) Adequate Protection Payments. (a) A one-time payment of ¥12.5 oku payable as soon as practicably possible but no later than one (1) business day following the entry of this Order, which shall be applied to and reduce the principal amount of the outstanding Prepetition Emergency Loan Obligations; (b) current payment of postpetition interest under the Prepetition Emergency Loan Agreement at the rate set forth in the Prepetition Emergency Loan Agreement (including default rate adjustment), beginning on the Emergency Loan Payment Date (as defined below) in August 2025 and continuing through the Plan Effective Date; and (c) principal payment of ¥12.5 oku per month (the "Monthly Payment Amount") beginning on the Emergency Loan Payment Date in August 2025 through the Plan Effective Date, *provided*, that, (x) payment of each Monthly Payment Amount shall require mutual consent of the Debtors and the Ad Hoc Group of Senior Lenders; (y) in the event the Debtors and the Ad Hoc Group of Senior Lenders do not mutually consent to pay any Monthly Payment Amount, (i) the Debtors shall notify the Prepetition Emergency Loan Agent, in writing (email being sufficient), no later than three (3) business days prior to the applicable Emergency Loan Payment Date and (ii) any such Monthly

Payment Amount shall be subject to a one-time fee equal to 10.00% of the Monthly Payment Amount, which shall be due and payable upon the Plan Effective Date; *provided*, that notwithstanding anything to the contrary herein, any such Monthly Payment Amount beginning on the Emergency Loan Payment Date in January 2027 until the Plan Effective Date shall instead be subject to a one-time fee equal to 20.00% of the Monthly Payment Amount, which shall be due and payable in cash on the applicable monthly Emergency Loan Payment Date; and (z) partial payment of any Monthly Payment Amount shall not be permitted, unless as expressly permitted in the following clause. Notwithstanding anything to the contrary in this Order, the Debtors shall (a) pay ¥2.5 oku of the Monthly Payment Amount for each month beginning on the Emergency Loan Payment Date in June 2026 through and including the Emergency Loan Payment Date in September 2026; and (b) pay ¥10 oku of the Monthly Payment Amount for each month beginning on the Emergency Loan Payment Date in October 2026 through and including the Emergency Loan Payment Date in December 2026; *provided*, that, for the avoidance of doubt, with respect to the foregoing clauses (a) and (b), the 10.00% deferral penalty shall continue to apply to any unpaid portion of the Monthly Payment Amount accrued hereunder and under the Final DIP Order, as applicable; *provided*, further, that the Debtors' obligation to pay any Monthly Payment Amounts shall cease on the Plan Effective Date. The Prepetition Emergency Loan Agent is authorized and directed to take any and all steps required to implement and give full force and effect to this paragraph 8(a), including, but not limited to, documenting the payments contemplated in this paragraph 8(a) and/or effectuating the distribution of such payments in accordance with the Prepetition Emergency Loan Agreement. For purposes of this Order, the "Emergency Loan Payment Date" shall mean the last day of each applicable month; *provided*, that, if the last day of any such month is not a Business Day (as such term, or similar term, is used in the Prepetition

Emergency Loan Agreement), then the Emergency Loan Payment Date shall the Business Day immediately prior to the last day of such month.

(2) Reporting. All reporting obligations granted by the Final DIP Order to the Prepetition Emergency Loan Lenders as adequate protection remain in full force and effect and shall not be modified by this Order. Notwithstanding anything to the contrary herein or in the Final DIP Order, (i) the Debtors' chief financial officer (the "CFO") shall participate in each weekly call with Mizuho (and its advisors) specified in Paragraph 14(e)(2)(a) of the Final DIP Order; *provided*, that in the event the CFO is not available to join any such weekly call, the CFO shall provide notice to Mizuho, in advance of the call, that (x) informs Mizuho of the CFO's inability to attend the applicable weekly call and (y) provides the name of the Debtors' representative (who shall be well-informed regarding the Debtors' negotiations with the OEMs (as defined in the First Day Declaration) and the exit financing process) that will be joining the applicable weekly call in the CFO's absence, (ii) the Debtors shall promptly provide Mizuho with documents detailing their monthly liquidity forecast (as well as any updates thereto) as soon as such documents are available, and (iii) the Debtors shall provide Mizuho (and its advisors) with a weekly update on the status of the Debtors' negotiations with the OEMs.

9. Perfection of DIP Liens and Adequate Protection Liens. The DIP Agents and the Prepetition Agents are hereby authorized, but not required, without any action by any other person, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, deposit account control agreements, notices of lien, or similar instruments in any jurisdiction, or take possession of or control over cash or securities, equity certificates or promissory notes, or take any

other action in order to confirm, reaffirm, validate and perfect the DIP Liens and the Adequate Protection Liens, as necessary, under the Amended DIP Facilities. Whether or not the DIP Agents or the Prepetition Agents shall, in their discretion or at the direction of the applicable Required DIP Lenders (in each case, as defined in the Amended Senior DIP Credit Agreement or Amended Junior DIP Credit Agreement, as applicable) or requisite Prepetition Secured Parties, choose to file such security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments or documents, or take possession of or control over cash or securities, equity certificates or promissory notes, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such DIP Liens and the Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and effective by operation of law, and not subject to challenge, dispute, or subordination (subject to the priorities set forth in this Order, including the Lien/Claim Priorities Exhibit), at the time and on the date of this Order, in any jurisdiction (domestic and foreign), without the need of any further action of any kind. The Final DIP Order and this Order shall be sufficient and conclusive evidence of the creation, validity, automatic perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any security agreements, pledge agreements, financing statement, intellectual property filing, deed of trust, mortgage, depository account control agreement, notice of lien, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to create, attach, validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens to the priorities granted herein.

10. The Final DIP Order. The terms of the Final DIP Order, including, for the avoidance of doubt, the DIP Subordination Provisions, as amended or supplemented by this Order, are incorporated herein and made part of this Order. Except as expressly modified by this Order, the Final DIP Order shall remain unchanged and in full force and effect. For the avoidance of doubt, nothing in this Order shall alter, impair or otherwise affect the rights, remedies, and interests of the Committee pursuant to the Final DIP Order, including, but not limited to, the Committee's (i) Challenge Period, and the provisions and rights related thereto (including, without limitation, paragraph 25 (Effect of Stipulations on Third Parties) of the Final DIP Order and the Investigation Budget), (ii) right to Challenge the Roll-Up and the ability to seek an appropriate remedy from the Court in accordance with paragraph 33 (Roll-Up of Certain Prepetition Senior Loan Obligations) of the Final DIP Order, (iii) rights related to recharacterization of payments pursuant to paragraph 14(f) of the Final DIP Order, and (iv) consent, consultation, reporting, and notice rights, as applicable; provided that failure to specifically reference a specific provision of the Final DIP Order herein shall not constitute a waiver of such provision. All factual and other findings and conclusions of law contained in the Final DIP Order shall remain fully applicable, including with respect to the New DIP Loans, except to the extent specifically modified herein.

11. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations and all other obligations hereunder.

12. No Waiver for Failure to Seek Relief. The failure or delay of the Debtors, the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties to exercise rights and remedies under this Order, the Amended DIP Credit Agreements, the other DIP Documents, the Prepetition Secured Facilities Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

13. Preservation of Rights Granted Under this Order. Except as expressly provided in this Order, the Amended DIP Credit Agreements, or the other DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Order, the Final DIP Order and the DIP Documents shall survive, shall maintain their priority as provided in this Order, including the Lien/Claim Priorities Exhibit, and shall not be modified, impaired, or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to Bankruptcy Code section 363(b) (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations. The terms and provisions of this Order, the Final DIP Order, the Amended DIP Credit Agreements, and the other DIP Documents shall continue in the Chapter 11 Cases (including in any successor cases under any chapter of the Bankruptcy Code) if the Chapter 11 Cases cease to be jointly administered or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, and all other rights and remedies of the DIP Agents, DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Order, shall continue in full force and effect, and shall maintain their relative priorities as provided in this Order and the Final DIP Order, including the Lien/Claim Priorities Exhibit, until all DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner provided for in the applicable DIP Documents). Notwithstanding anything to the contrary in this Order, the Amended DIP Credit

Agreements, or the other DIP Documents, nothing in this Order, the Amended DIP Credit Agreements, or the other DIP Documents shall affect any right of the DIP Agents or any DIP Lender to object to any sale of the Debtors' assets or any chapter 11 plan that does not pay the DIP Obligations and DIP Superpriority Claims in full, and all such rights are expressly preserved.

14. Good Faith Under Bankruptcy Code Section 364(e); No Modification or Stay of this Order. The DIP Agents, the DIP Lenders, and certain of the Prepetition Secured Parties have acted in good faith in connection with this Order and are entitled to rely upon the protections granted herein and by Bankruptcy Code section 364(e). Based upon the findings set forth in this Order and the record made during the Hearing, and in accordance with Bankruptcy Code section 364(e), in the event any or all of the provisions of this Order are hereafter reversed or modified on appeal, reconsideration or remand, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties are entitled to the protections provided in Bankruptcy Code section 364(e). Any such reversal or modification on appeal, reconsideration or remand shall not affect the validity and enforceability of any advances previously made or made hereunder or under the Final DIP Order or the Interim Orders, or any lien, claim, or priority authorized or created hereby or in the Final DIP Order or the Interim Orders.

15. Expenses and Indemnification of DIP Agents and DIP Lenders. As set forth in the DIP Documents, the Debtors will jointly and severally indemnify the DIP Lenders and the DIP Agents, and their respective investment advisors, affiliates, related funds/accounts, successors and assigns, and the officers, directors, employees, agents, advisors, counsel, controlling persons, and members of each of the foregoing (each an "Indemnified Person"), and hold them harmless from and against any and all losses, claims, damages, costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the

negotiation, execution, delivery, implementation, syndication or performance of the Amendments, the Amended DIP Credit Agreements, and the other DIP Documents, the transactions contemplated hereby and thereby, and any actual or proposed use of the proceeds of any loans made under the Amended DIP Facilities in accordance with the terms of the Amended DIP Credit Agreements; *provided*, that the DIP Lenders and DIP Agents shall not be indemnified for any losses, claims, damages, costs, expenses related to a successful Challenge on account of Prepetition Secured Obligations; *provided*, further, that no Indemnified Person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of gross negligence or willful misconduct of such Indemnified Person. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for, or in connection with, the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. Notwithstanding anything to the contrary in this Order or any other order of the Court, (i) any indemnities and other obligations which by the express terms of the relevant Senior DIP Documents shall survive the repayment of the Senior DIP Obligations, including the New Tranche A DIP Loans (the "Contingent Senior DIP Obligations"), shall survive the repayment of the Senior DIP Obligations, including the New Tranche A DIP Loans, and termination of the Senior DIP Documents (including in connection with the effective date of any plan), not be discharged or released pursuant to any plan or order of this Court confirming any plan, and continue to be secured by all liens and security interests granted to secure the Senior DIP Obligations and (ii) the Senior DIP Documents shall continue in full force and effect after the repayment of the Senior DIP

Obligations, including the New Tranche A DIP Loans, and termination of the Senior DIP Documents (including in connection with the effective date of any plan) with respect to any obligations thereunder governing the Contingent Senior DIP Obligations.

16. Release. Effective upon entry of this Order, and subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 24 and 25 of the Final DIP Order, each of the Debtors, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the DIP Agents (including, for the avoidance of doubt, GLAS USA LLC, as joint security agent in respect of the Amended DIP Facilities (in such capacity, the "Joint DIP Security Agent")), the DIP Lenders (including the New Tranche A DIP Lenders, the Tranche A-1 DIP Lenders, any current or prior DIP Lenders in respect of the existing Tranche A Loans, the existing Tranche B Loans or the existing Tranche C Loans), and the Prepetition Secured Parties, and each of their respective affiliates, and each of their and their affiliates' respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective successors and assigns thereof, solely in their capacities as such (collectively, the "Released Parties"), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising at any time on or prior to the date of this Order of any kind, nature, or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or in equity, upon

contract, tort, or under any state or federal law or otherwise, arising out of or related to the Amended DIP Facilities, the DIP Obligations, the DIP Liens, the Amendments, the Amended DIP Credit Agreements, the other DIP Documents, the Prepetition Secured Facilities Documents, or the transactions contemplated by any of the foregoing or this Order, the obligations owing and the financial obligations made under or in connection with any of the foregoing, the negotiation, execution, delivery, implementation, syndication or performance of any of the foregoing, in each case that the Debtors at any time had, now have, or may have, or that their successors or assigns hereafter can or may have, against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of this Order; *provided*, that nothing herein shall relieve the Released Parties from fulfilling their obligations under the Amended DIP Credit Agreements, the other DIP Documents, and this Order.

17. Turnover. Except as expressly permitted in this Order or the DIP Documents, and except with respect to the DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral (other than with respect to the Carve Out or the Permitted Prior Liens), receives any DIP Collateral or any proceeds of the DIP Collateral or receives any other payment or distribution with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments, such person or entity shall be deemed to have received, and shall hold, any such DIP Collateral or any such payment, distribution or proceeds in trust for the benefit of the Senior DIP Secured Parties and, upon the indefeasible payment in full in cash of the Senior DIP Obligations, the Junior DIP Secured Parties and shall immediately turn over such collateral, proceeds, payment or distribution to the Senior DIP Agent or, upon the indefeasible payment in full in cash of the Senior DIP Obligations, the Junior DIP Agent, or as otherwise instructed by this

Court, for application in accordance with the applicable DIP Documents and this Order (including the priorities set forth in the Lien/Claim Priorities Exhibit), in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct; *provided*, however, that this provision shall not apply to the DIP Loan proceeds on account of Tranche B Loans deposited into the DIP Escrow Account and not yet disbursed to the Borrower. The applicable DIP Agent is hereby authorized to make any such endorsements as agent for such person or entity. This authorization is coupled with an interest and is irrevocable.

18. Credit Bidding. Upon entry of this Order, subject to Bankruptcy Code section 363(k), the terms of the DIP Documents, and the provisions of this Order and the Final DIP Order, including the Challenge Period and the Lien/Claim Priorities Exhibit, any DIP Agent, or any assignee or designee of the applicable DIP Agent, acting at the direction of the applicable DIP Lenders, as set forth in, and in accordance with the terms of, the Amended DIP Credit Agreements, and on behalf of the applicable DIP Secured Parties, shall have the right to credit bid up to the full amount of any DIP Obligations in respect of the applicable Amended DIP Facility, including any accrued interest and expenses in connection with any sale or other disposition of all or any portion of the DIP Collateral, including, without limitation, sales occurring pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code sections 1123 and 1129, or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725 (any of the foregoing sales or dispositions, a "Sale"), on a dollar-for-dollar basis, subject to the terms of the Amended DIP Credit Agreements; provided, that the right of the Junior DIP Agent, acting at the direction of the Required Junior DIP Lenders and on behalf of the Junior DIP Lenders, to credit bid the Junior DIP Obligations is conditioned upon such bid including the indefeasible repayment in cash of all Senior DIP Obligations, upon the

satisfaction of which, neither the Senior DIP Agent nor any Senior DIP Lenders may object to the Junior DIP Agent and/or Junior DIP Lenders' credit bid based on the relative lien/claim priorities between the Senior DIP Obligations and the Junior DIP Obligations set forth in the Lien/Claim Priorities Exhibit; *provided*, further, that such relief will be binding on the Debtors' chapter 11 estates and all parties in interest upon entry of this Order. The DIP Agents and the Prepetition Agents each shall automatically be deemed a "qualified bidder" with respect to any disposition of assets by the Debtors in a Sale. The DIP Agents and the Prepetition Agents, as applicable, shall have the absolute right to assign, sell, or otherwise dispose of its respective right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties or Prepetition Secured Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid.

19. No Obligation to Extend Credit. The DIP Agents and DIP Lenders shall have no obligation to make any loan or advance, or to roll any Tranche A Loans, under the relevant DIP Documents or the Amended DIP Credit Agreements unless all of the applicable conditions precedent (as applicable) under the Amended DIP Credit Agreements, the DIP Documents, and this Order have been satisfied in full or waived by the DIP Lenders and in accordance with the terms of the Amended DIP Credit Agreements, this Order, and the other applicable DIP Documents.

20. Binding Effect; Successors and Assigns. The Amended DIP Credit Agreements, the other DIP Documents, and the provisions of this Order, including all findings herein, shall be binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, the Committee, and the Debtors and their respective successors and assigns (including any Trustee hereinafter appointed or elected for the

estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), and shall inure to the benefit of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties; *provided* neither the DIP Secured Parties nor the Prepetition Secured Parties shall have any obligation to permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) or to extend any financing to any Trustee or similar responsible person appointed for the estates of the Debtors.

21. Limitation of Liability. Solely in determining to make any loan under the Amended DIP Credit Agreements, and the other DIP Documents, permitting the use of Cash Collateral, or exercising any rights or remedies (excluding any actions taken after an exercise of remedies) as and when permitted pursuant to this Order, the Amended DIP Credit Agreements, the other DIP Documents, or the Prepetition Secured Facilities Documents, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their respective business, nor shall they owe any fiduciary duty to any of the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore, nothing in this Order, the Amended DIP Credit Agreements, the other DIP Documents, or the Prepetition Secured Facilities Documents shall in any way be construed or interpreted to impose or to allow the imposition upon the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in Bankruptcy Code section 101(2)).

22. Reservation of Rights. Notwithstanding anything to the contrary herein or in the DIP Documents, (x) in no event shall any DIP Lender be required to fund any amounts in excess of its pro rata commitments with respect to the New DIP Loans, or be required to fund after the DIP Obligations have been repaid and the DIP Lenders' commitments under such Amended DIP Facility have been terminated, and (y) the payment of any Allowed Professional Fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (whether under this Order or otherwise) or (ii) modify, alter or otherwise affect any of the liens and security interests of such parties (whether granted under this Order or otherwise) in the DIP Collateral or Prepetition Collateral.

23. Automatic Stay Modified. The automatic stay under Bankruptcy Code section 362 shall be modified and lifted to the extent necessary to allow the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, as applicable, to provide any notices to the Debtors or take any other action as contemplated by and in accordance with this Order, the Amended DIP Credit Agreements, and the other DIP Documents.

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

25. Effectiveness. This Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Order.

26. Order Governs. Unless otherwise expressly provided herein, in the event of any inconsistency or conflict between the express terms or provisions of the DIP Documents, the Final DIP Order and this Order, the provisions of this Order shall govern; *provided*, that except as expressly modified by this Order, the Final DIP Order shall remain unchanged and in full force and effect.

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

28. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any and all disputes arising under or related to the DIP Obligations, the Amended DIP Credit Agreements, the other DIP Documents, and/or the provisions of this Order, and to enforce all of the conditions of the Amended DIP Credit Agreements, the other DIP Documents and this Order.

Dated: June 8th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Senior DIP Amendment

Filing Version

AMENDED AND RESTATED FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of June [12], 2026

among

MARELLI NORTH AMERICA, INC.,
a Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,
as the Borrower,

The Several Lenders from Time to Time Party Hereto,

GLAS USA LLC,
as Administrative Agent,

and

GLAS USA LLC,
as Collateral Agent

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AMENDED AND RESTATED FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of June [12], 2026 (this "Agreement"), among Marelli North America, Inc., a Tennessee corporation, as the borrower and a debtor-in-possession in the Chapter 11 Cases (the "Borrower"), the several financial institutions or entities from time to time party to this Agreement as Lenders (as defined below) and GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS USA LLC, as collateral agent, security trustee and joint and several creditor for the Secured Parties (as defined herein) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, on June 11, 2025 (the "Petition Date"), each Loan Party (as defined below) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases") in the Bankruptcy Court (as defined below);

WHEREAS, each Loan Party is continuing in possession of its assets and continuing to operate its business and manage its properties as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, on June 13, 2025 (the "Closing Date"), the Borrower entered into that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement with the several financial institutions or entities from time to time party thereto as lenders (the "Existing Lenders"), the Administrative Agent and the Collateral Agent (as amended, restated, modified and supplemented from time to time prior to the Restatement Date, the "Existing Credit Agreement"), pursuant to which the Existing Lenders extended credit to the Borrower in the form of first-out super-senior secured term loans (collectively, the "Existing Loans") in an aggregate principal amount of $864,782,594;

WHEREAS, prior to the date hereof, the Borrower offered each Existing Lender as of such date the opportunity to convert its Existing Loans for first-out super-senior secured term loans hereunder in an aggregate principal amount up to the aggregate outstanding principal amount of its Existing Loans (such Existing Loans as so converted, "Rolling Loans"), and each Rolling Lender (as defined below) party hereto has agreed to accept such offer with respect to all or a portion of its Existing Loans;

WHEREAS, the Borrower has requested and certain Lenders have agreed to provide additional first-out super-senior secured term loans hereunder (the "New Money Loans") in an aggregate principal amount equal to (i) $900,000,000 less (ii) the aggregate outstanding principal amount of the Rolling Loans, the proceeds of which New Money Loans shall be used to, among other things, repay all Existing Loans that are not Rolling Loans ("Maturing Loans"); and

WHEREAS, the parties hereto desire to amend and restate the Existing Credit Agreement in the form hereof to give effect to the foregoing, subject to the terms and conditions set forth in this Agreement and the Orders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

SECTION 1

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"363 Sale": a sale in connection with the Chapter 11 Cases pursuant to section 363 of the Bankruptcy Code.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%; and (c) the Term SOFR Rate for an Interest Period of one-month beginning on such day (or if such day is not a Business Day, on the immediately preceding Business Day) plus 100 basis points; provided, that, the ABR shall be deemed to be not less than 2.00%.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Accounting Principles": in respect of each Loan Party, or the relevant parent company of the such Loan Party, (i) generally accepted accounting principles in the jurisdiction of incorporation of such Loan Party or such parent company or (ii) IFRS, in each case to the extent applicable to the relevant financial statements and as applied by such Loan Party or such parent company from time to time (provided that on any date after the Closing Date the Loan Parties may make an election for the purpose of one or more provisions of the Loan Documents to establish that the Accounting Principles shall for the purpose of that provision mean the applicable Accounting Principles as in effect on a date that is on or prior to the date of such election).

"Actual First Day Motion Relief": with respect to any period, the sum, for such period, of all first day motion relief on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Non-Operating Activities": with respect to any period, the sum, for such period, of all non-operating activities on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Operating Disbursements": with respect to any period, the sum, for such period, of all actual operating disbursements on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Operating Receipts": with respect to any period, the sum, for such period, of all actual operating receipts for all line items, on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Professional Fees": with respect to any period, the sum, for such period, of all professional fees on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Adequate Protection Fees": as defined in the Final Order.

"Adequate Protection Liens": as defined in the Final Order.

"Administrative Agent": as defined in the preamble.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"Agent" or "Agents": each of the DIP Agents and the Determination Agent, as context may require, and collectively referred to herein as the "Agents".

"Agent Account": the Administrative Agent's account set forth on Schedule 2.2 or such other account of the Administrative Agent, if any, which the Administrative Agent may designate by notice to the Borrower and to each Lender to be the account for purposes of holding amounts constituting Loans.

"Agents Fee Letter": the Fee Letter, dated as of the Closing Date, by and among the Borrower and the DIP Agents, as amended, restated, amended and restated, supplemented extended or otherwise modified from time to time.

"Agreement": as defined in the preamble.

"Anti-Corruption Laws": the FCPA, the UK Bribery Act 2010 and all other applicable laws, rules and regulations related to corruption or bribery.

"Amendment Final Order": the order approving the DIP Amendment Motion entered on June [__], 2026 [Docket No. [__]], which Amendment Final Order shall not be reversed, vacated, stayed, amended, restated, amended and restated, supplemented, extended or otherwise modified without the prior written consent of the Required Lenders.

"Anti-Money Laundering Laws": the Patriot Act and all other applicable laws, rules and regulations related to money laundering or terrorism financing.

"Allowed Professional Fees": as defined in the Orders.

"Applicable Margin": for any day, (a) with respect to any ABR Loan, 7.00% per annum plus, from and after the Initial Maturity Date, in the event of a valid Maturity Extension, an additional 1.00% per annum, and (b) with respect to any SOFR Loan, 8.00% per annum plus, from and after the Initial Maturity Date, in the event of a valid Maturity Extension, an additional 1.00% per annum.

"Approved Budget": the Initial Budget at all times until superseded by an Updated Budget, subject to the approval and objection rights of the Required Lenders set forth in Section 6.10(b).

"Approved Fund": as defined in Section 10.6(b).

"AR Facility": the $215,400,000 uncommitted accounts receivables purchase facility approved pursuant to the Bankruptcy Court's *Order (I) Approving the Debtors' Entry into and Execution of True Sales Under the Receivables Purchase Agreement, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Authorizing Payment of Fees and Expenses Thereunder, and (IV) Granting Related Relief* [Docket No. 1676].

"Asset Sale": any Disposition of property or series of related Dispositions of property.

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit A.

"Available Tenor": as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date.

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

"Bank Levy": any amount payable by any Lender or any of its Affiliates on the basis of, or in relation to:

(a) its balance sheet or capital base or any part of that person or its liabilities or minimum regulatory capital or any combination thereof (including the United Kingdom bank levy as set out in the Finance Act 2011 (as amended), the French *taxe pour le financement du fonds de soutien aux collectivités territoriales* as set out in Article 235 ter ZE bis of the French Tax Code, the German bank levy as set out in the German Restructuring Fund Act 2010 (*Restrukturierungsfondsgesetz*), the Dutch *bankenbelasting* as set out in the Dutch bank levy act (*Wet bankenbelasting*), the Austrian bank levy as set out in the Austrian Stability Duty Act (*Stabilitätsgesetz*), the Spanish bank levy (*Impuesto sobre los Depósitos en las Entidades de Crédito*) as set out in the Law 16/2012 of 27 December 2012, the Swedish bank levy as set out in the Swedish Precautionary Support Act (*Sw. lag (2015:1017) om förebyggande statligt stöd till kreditinstitut*) (as amended)) and any other levy or tax in any jurisdiction levied on a similar basis or for a similar purpose;

(b) any bank surcharge or banking corporation tax surcharge as set out in Chapter 4 of Part 7A of the United Kingdom Corporation Tax Act 2010 and any other surcharge or tax of a similar nature implemented in any other jurisdiction; or

(c) any financial activities taxes (or other taxes) of a kind contemplated in the European Commission consultation paper on financial sector taxation dated 22 February 2011 or the Single Resolution Mechanism established by EU Regulation 806/2014 of 15 July 2014,

which has been enacted or formally announced as proposed as of the date on which the relevant Lender becomes a Lender under this Agreement.

"Bankruptcy Code": title 11 of the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended and in effect from time to time, and any successor statute.

"Bankruptcy Court": the United States Bankruptcy Court for the District of Delaware, or any other court having jurisdiction over the Chapter 11 Cases.

"Benchmark": initially, the Term SOFR Rate; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant Section 2.24.

"Benchmark Replacement": for any Available Tenor, the first alternative set forth in the order below that can be determined by the Determination Agent for the applicable Benchmark Replacement Date; *provided* that, "Benchmark Replacement" shall mean the alternative set forth in clause (2) below:

(1) in the case of any Loan denominated in Dollars, Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Determination Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Determination Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars at such time.

"Benchmark Replacement Date": with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, 11.00 a.m. on the day that is one (1) Business Day preceding the date of such setting in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Term SOFR Administrator, the central bank applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period": with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition

has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24.

"Benefitted Lender": as defined in Section 10.7(a).

"Blocking Law":

(a) Council Regulation (EC) 2271/96 (or any law or regulation implementing such Regulation in any member state of the European Union);

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

(c) Council Regulation (EC) 2271/96, as it forms part of domestic law of the United Kingdom.

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified by the Borrower in the Borrowing Notice as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Borrowing Notice": a request by the Borrower for a borrowing of Loans which, if in writing, shall be substantially in the form of Exhibit B.

"Budgeted First Day Motion Relief": with respect to any period, the sum, for such period, of all budgeted first day motion relief (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Non-Operating Activities": with respect to any period, the sum, for such period, of all budgeted non-operating activities (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Operating Disbursements": with respect to any period, the sum, for such period, of all budgeted operating disbursements (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Operating Receipts": with respect to any period, the amounts for all budgeted operating receipts (as set forth in the Approved Budget) on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Professional Fees": with respect to any period, the sum, for such period, of all budgeted professional fees and expenses, on a cumulative basis, as determined by reference to the Approved Budget as then in effect.

"Budget Variance Test": as defined in the Final Order.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City, United States or Tokyo, Japan are authorized or required by law to close.

"Capital Lease Obligations": as to any Person, 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, to the extent such obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under the Accounting Principles and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with the Accounting Principles.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Carve Out": as defined in the Final Order.

"Cash Equivalents": (a) marketable direct obligations issued by, or unconditionally guaranteed by (i) the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, (ii) the government of Japan or issued by any agency thereof and backed by the full faith and credit of the government of Japan or (iii) the United Kingdom government or issued by any agency thereof and backed by the full faith and credit of the United Kingdom, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States, Japan, the United Kingdom, or any political subdivision thereof, having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor's Ratings Services ("S&P") or P 1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government, the government of Japan or the United Kingdom government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, Japan or the United Kingdom by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest substantially in assets satisfying the requirements of clauses (a) through (f) of this definition; (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; or (iv) other short-term investments utilized by Foreign Subsidiaries in accordance with the normal investment practices for cash management in investments of a type analogous to the foregoing.

"Cash Management Order": any order granting, on an interim or final basis (as the case may be) the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (a) Continue to Operate Their Cash Management System, (b) Honor Certain Prepetition Obligations Related Thereto, (c) Maintain Existing Business Forms, and (d) Perform Intercompany Transactions and (II) Granting Related Relief, filed at ECF No. 15 in the Chapter 11 Cases, which order shall not have been vacated, reversed or stayed except as otherwise agreed to in writing by the Required Lenders.

"Change in Law": (a) the adoption of any rule, regulation, treaty or other law after the Closing Date, (b) any change in any Requirement of Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control": (a) the Permitted Holders shall cease to have, on an aggregated basis the power, directly or indirectly, to vote or direct the voting of securities having a majority of the ordinary voting power for the election of directors of Holdings; provided that the occurrence of the foregoing event shall not be deemed a Change of Control if, for any reason whatsoever, (A) the Permitted Holders otherwise have, on an aggregate basis, the right, directly or indirectly, to designate (and do so designate) a majority of the board of directors of Holdings at such time or (B) the Permitted Holders own on an aggregate basis a majority of the outstanding voting Capital Stock of Holdings at such time, (b) Holdings shall cease to own, directly or indirectly, 100% of the Borrower on a fully diluted basis except as permitted by Section 7.4, (c) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Holdings, the Borrower and their respective Subsidiaries, taken as a whole, to any Person, other than a Permitted Holder, or (d) the approval by the holders of the Capital Stock of the Borrower of any plan for the liquidation or dissolution of such Borrower (whether or not otherwise in compliance with the provisions of this Agreement), other than as approved by the Bankruptcy Court.

"Chapter 11 Cases": as defined in the Recitals.

"Chapter 11 Debtors": has the meaning assigned to the term "Debtors" in the Orders.

"Closing Date": as defined in the Recitals.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": has the meaning assigned to the term "DIP Collateral" in the Orders.

"Collateral Agent": as defined in the preamble.

"Commitment": with respect to each Lender, its New Money Loan Commitment and/or Rolling Loan Commitment, as the context may require.

"Committee": the official committee of unsecured creditors to be appointed in the Chapter 11 Cases.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with any Loan Party within the meaning of Section 4001 of ERISA or is part of a group of entities that includes any Loan Party and that is treated as a single employer under Section 414 of the Code.

"Conduit Lender": any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender

in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Conduit Lender is designated, or (b) be deemed to have any Loan Commitment.

"Conforming Changes": with respect to any Benchmark Replacement, any technical, administrative or operational changes that the Determination Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Determination Agent in a manner substantially consistent with market practice (or, if the Determination Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Determination Agent decides is reasonably necessary).

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

"Contractual Obligation": 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.

"Corresponding Tenor": with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Credit Date": as defined in Section 4.

"Customer Support": deferred payment arrangements, order advances and any similar agreements entered among the Chapter 11 Debtors and their customers after the Restatement Date, which have the effect of providing the Chapter 11 Debtors with additional liquidity.

"CRO": the Chief Restructuring Officer of Holdings and/or the Borrower, if any, to be mutually agreed by the Required Lenders and the Borrower.

"Daily Simple SOFR": for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; provided that if Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Debtor Relief Laws": the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default": any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, as set forth therein, has been satisfied.

"Default Interest": as defined in Section 2.14(f).

"Defaulting Lender": any Lender that (a) has failed to fund any portion of its Loans required to be funded by it hereunder within three (3) Business Days of the date required to be funded by it hereunder, (b) has notified the Administrative Agent, any other Lender and/or Borrower in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, or (e) has admitted in writing that it is insolvent or becomes subject to a Bail-In Action; provided, that (1) with respect to (a), (b) or (c), to the extent such Lender is making a good faith claim that it has no obligation to fund because the conditions to borrowing have not been met, then such Lender shall not be considered a Defaulting Lender, (2) as of any date of determination, the determination of whether any Lender is a Defaulting Lender hereunder shall not take into account, and shall not otherwise impair, any amounts funded by such Lender which have been assigned by such Lender to a Conduit Lender pursuant to Section 10.6(f), and (3) no Lender shall be a Defaulting Lender by virtue of any delay in processing funds by the DIP Agents or the Loan Parties.

"Determination Agent": the Administrative Agent (acting at the direction of the Required Lenders), or as otherwise requested by the Required Lenders.

"Deutsche Bank": Deutsche Bank AG, London Branch and its Affiliates or related funds or accounts, together with any investment funds, accounts, vehicles or other entities that are managed, advised or sub-advised by any of them.

"DIP Agent": each of the Administrative Agent and the Collateral Agent, as context may require, and collectively referred to herein as the "DIP Agents".

"DIP Amendment Motion": the motion filed by the Chapter 11 Debtors with the Bankruptcy Court on the DIP Amendment Motion Date [Docket No. 2114], seeking approval of the Facility and the Amendment Final Order, which motion shall be in form and substance acceptable to the DIP Agent and the Required Lenders.

"DIP Amendment Motion Date": May 29, 2026.

"DIP Fees": as defined in the Orders.

"DIP Financing Interest": all interest expense paid in cash during such period in respect of this Agreement or, if applicable, the Junior DIP Credit Agreement.

"DIP Subordination Provisions": the provisions of the Orders governing the creation, perfection or subordination of Liens, obligations or claims (including administrative expense claims), the application or turnover of proceeds or distributions of assets or other property (including collateral), and other intercreditor rights and similar provisions, including but not limited to, the "DIP Subordination Provisions" (as defined in the Final Order), which terms were incorporated by reference in the Restructuring Support Agreement.

"Disposition": with respect to any property, any sale, lease, license, sale and leaseback, assignment, conveyance, transfer or other disposition thereof, including by way of merger or division. The terms "Dispose", "Disposed of" and "Disposing" shall have correlative meanings.

"Disqualified Lender": as defined in Section 10.6(b)(i)(F).

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Loan Party": any Loan Party that is organized under the laws of the United States, or any state thereof.

"Domestic Subsidiary": any Subsidiary of Holdings incorporated or organized in the United States or any State.

"EEA Financial Institution": (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": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": 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.

"Emergency Loan Repayment": as defined in the Orders.

"English Loan Party": any Loan Party incorporated in England and Wales.

"English Security Document": any Security Document governed by the laws of England and Wales.

"Environmental Laws": any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or of human health as affected by exposure to Materials of Environmental Concern, as now or may at any time hereafter be in effect.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Plan": any employee benefit plan that is covered by ERISA and in respect of which any Loan Party or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA or which any Loan Party or a Commonly Controlled Entity has maintained, contributed to or had any liability (whether or not on account of such Loan Party or any Commonly Controlled Entities or contingent or otherwise) now or in the prior six (6) years.

"Erroneous Payment" shall have the meaning assigned to such term in Section 9.13(a).

"Erroneous Payment Deficiency Assignment" shall have the meaning assigned to such term in Section 9.14(d).

"Erroneous Payment Return Deficiency" shall have the meaning assigned to such term in Section 9.14(d).

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default": as defined in Section 8.1.

"Excluded Assets": as defined in the Security Documents.

"Excluded Taxes": as defined in Section 2.19(a).

"Excluded Subsidiary": (a) any Subsidiary listed on Schedule 1.1(b) and (b)(i) any Subsidiary of Holdings that is mutually determined by the Required Lenders and the Borrower to be immaterial, and (ii) any non-U.S. Subsidiary if at such time such Subsidiary's Guaranty (x) is prohibited by any Governmental Authority with authority over such non-U.S. Subsidiary, (y) is prohibited by applicable law or regulation or analogous restriction of the jurisdiction of incorporation or organization of such non-U.S. Subsidiary, or (z) would result in a substantial risk to the officers or directors of such Subsidiary of a civil or criminal liability, (c) any Subsidiary that is incorporated or organized in the countries of Slovakia, Turkey, India and Thailand, and (d) any non-U.S. Subsidiary under circumstances where the Required Lenders and the Borrower mutually determine that the cost, burden, difficulty or consequence of providing such Guaranty at such time is excessive in relation to the value afforded thereby.

"Existing Credit Agreement": as defined in the Recitals.

"Existing Credit Agreement Exit Fee": the "Exit Fee" payable under (and as defined in) the Existing Credit Agreement.

"Existing Lender Fee Letter": that certain fee letter, dated as of June 10, 2025, between the Borrower and the Lenders named therein.

"Existing Lenders": as defined in the Recitals.

"Existing Loans": as defined in the Recitals.

"Exit Fee": as defined in Section 2.8(d).

"Exit Fixed Fee Amount": as defined in Section 2.8(d).

"Exit Fee Trigger Date": as defined in Section 2.8(d).

"Exit Make-Whole Fee Amount": as defined in Section 2.8(d).

"Extraordinary Receipts" shall mean any cash receipts received by any Loan Party or any Subsidiary thereof not in the ordinary course of business, including (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (b) indemnification payments received by any Loan Party or Subsidiary (other than to the extent such indemnification payments are immediately payable pursuant to the terms thereof to a Person that is not an Affiliate of the Borrower or any of its Subsidiaries) or (c) any purchase price adjustment or working capital adjustment received by

any Loan Party or Subsidiary pursuant to any purchase agreement or related documentation, (d) any tax refunds, ERISA Plan reversions or Foreign Plan reversions, in each case, received by any Loan Party or Subsidiary.

"Facility": the first-out super-senior secured superpriority debtor-in-possession term loan facility established hereunder (including, for the avoidance of doubt, all Rolling Loans and New Money Loans).

"FATCA": Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"FCPA": the Foreign Corrupt Practices Act of 1977, as amended from time to time, and the rules and regulations thereunder.

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Determination Agent, from three federal funds brokers of recognized standing selected by it.

"Final Order": the Original Final Order as amended, supplemented or otherwise modified by the Amendment Final Order.

"Financing Transactions": the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party (including the payment of all fees, costs, expenses and disbursements required under any of the Loan Documents or in connection with the transactions contemplated thereunder), the borrowing of Loans and the use of proceeds thereof and the other transactions contemplated or entered into under the Loan Documents.

"First Interim Order": the Interim Order entered by the Bankruptcy Court on June 12, 2025, in the Chapter 11 Cases [Docket No. 109].

"Flood Insurance Laws": collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Floor": the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Term SOFR Rate. For the avoidance of doubt, the initial Floor for the Term SOFR Rate shall be 1.00%.

"Foreign Collateral": any Collateral granted by, or over the share capital of, a Foreign Subsidiary (in each case, subject to and in accordance with the Security Principles.)

"Foreign Disposition": as defined in Section 2.11(e).

"Foreign Loan Party": each Loan Party which is not incorporated or organized in the United States or any State.

"Foreign Plan": each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to U.S. law and is maintained or contributed to by any Loan Party or any Commonly Controlled Entity.

"Foreign Security Documents": the collective reference to the Post-Closing Foreign Security Documents.

"Foreign Subsidiary": any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Global Intercompany Note": that certain Global Intercompany Note and Subordination Agreement, dated as of the Closing Date, among each Loan Party and each Subsidiary of Holdings that is not a Loan Party, in each case from time to time party thereto, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the terms hereof.

"Governmental Authority": any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government (including any supranational bodies such as the European Union), any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

"Guarantee Limitations" has the meaning given to that term in the Guaranty.

"Guarantee Obligation": as to any Person (the "guaranteeing person") any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors, subject to the Legal Reservations and Perfection Requirements. For the avoidance of doubt, any Subsidiary that was or is a borrower or a guarantor under or in respect of the obligations under the Prepetition Credit Agreements

or the Junior DIP Obligations shall be a Guarantor hereunder (other than Marelli Machine Works Japan Co., Ltd.).

"Guaranty": that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Guaranty, dated as of the Closing Date, among the Borrower, the Guarantors and the DIP Agents, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Holdings": Marelli Holdings Co., Ltd., a company incorporated under the laws of Japan.

"IFRS": International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Loan Parties and their Subsidiaries are, or may be, required to comply.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables incurred after the Petition Date in the ordinary course of such Person's business consistent with past practices that are not more than 60 days past due or that are being subject to good faith dispute), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) the principal portion of all Capital Lease Obligations of such Person, (f) all outstanding reimbursement obligations of such Person as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all mandatorily redeemable preferred Capital Stock of such Person issued to parties other than Holdings or its Subsidiaries, if the scheduled redemption date is prior to the scheduled maturity date of the Loans (except as a result of a Change of Control or Asset Sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or Asset Sale shall be subject to the prior repayment in full (in cash in Dollars in immediately available funds) of the Loans and all other Obligations that are accrued and owing), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) the amount of all obligations of such Person in respect of Swap Agreements (determined, for this purpose, in respect of any Swap Agreement, based on the maximum aggregate amount, giving effect to any netting agreements, that such Person would be required to pay if such Swap Agreement were terminated at the time); provided, however, that (i) the amount of Indebtedness which is limited or non-recourse to such Person or for which recourse is limited to an identified asset shall be equal to the lesser of (1) the amount of such Indebtedness and (2) the fair market value of such asset as at the date of determination, (ii) amounts which are reserved by such Person for payment of insurance premiums due within twelve months of such date shall not constitute Indebtedness and (iii) Indebtedness shall not include obligations with respect to (1) deferred compensation, (2) liabilities associated with customer prepayments and deposits and any obligations under ERISA and other accrued obligations in the ordinary course of business, (3) obligations under employment agreements and (4) deferred revenue and deferred tax liabilities. Notwithstanding the foregoing, the term "Indebtedness" shall not include contingent post-closing purchase price adjustments, non-compete or consulting obligations or earn-outs to which the seller in an Investment may become entitled until such amounts become due and payable. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Indemnified Liabilities": as defined in Section 10.5.

"Indemnitee": as defined in Section 10.5.

"Indemnitee Related Party": as defined in Section 9.12(a).

"Initial Budget": the budget attached hereto as Exhibit F.

"Initial Maturity Date": December 31, 2026.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

"Intellectual Property": the collective reference to all rights, priorities and privileges under any intellectual property, whether owned or licensed, and whether arising under United States, multinational or foreign laws or otherwise, including copyrights, patents, trademarks, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercreditor Agreement": (i) the DIP Subordination Provisions pertaining to the relationship between the DIP Agents and the Lenders, on the one hand, and (A) the Junior DIP Agents and Lenders under (and as defined in) the Junior DIP Credit Agreement and (B) the Prepetition Agents, on the other hand, and (ii) any intercreditor agreement or subordination agreement entered into from time to time in form and substance reasonably satisfactory to the Required Lenders.

"Interest Payment Date": (a) as to any ABR Loan, the last Business Day of each calendar month while such ABR Loan is outstanding and the final maturity date of such ABR Loan, (b) as to any SOFR Loan, the last Business Day of the applicable Interest Period and (c) as to all Loans, the date of any repayment or prepayment made in respect thereof.

"Interest Period": as to any SOFR Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Loan and ending one month thereafter; and (b) thereafter, each period commencing on the last day of the preceding Interest Period applicable to such Loan and ending one month thereafter; provided, that, all of the foregoing provisions relating to Interest Periods are subject to the following:

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

(b) the Borrower may not select an Interest Period that would extend beyond the date final payment is due on the Loan;

(c) 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 a calendar month; and

(d) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Loan during an Interest Period for such Loan.

"Interim Order": prior to the entry of the Second Interim Order, the First Interim Order, and thereafter, the Second Interim Order.

"Intermediate Holdings": Marelli Corporation, a Japanese Corporation.

"Investment": with respect to any Person, (i) any purchase or other acquisition by such Person of, or of a beneficial interest in, any Capital Stock or Indebtedness of any other Person, (ii) any loan or advance (by way of guaranty or otherwise) or capital contribution by such Person to or in any other Person (other than accounts receivable and trade credit) or (iii) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such other Person. The amount of any Investment outstanding as of any time shall be the original cost of such Investment (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower's good faith estimate of the fair market value of such asset or property at the time such Investment is made) plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, less all Returns received by the Borrower or any Subsidiary in respect thereof.

"Irish Security Document": any security document governed by the laws of Ireland.

"Italian Civil Code": the Italian civil code enacted by Italian Royal Decree No. 262 of 16 March 1942, as subsequently amended and supplemented.

"Joint Security Agent": GLAS USA LLC, as joint security agent pursuant to the JSAAA, together with its successors and assigns in such capacity.

"Joint Venture": a joint venture, partnership or similar arrangement, whether in corporate, partnership or other legal form.

"JSAAA": the Joint Security Agent Appointment Agreement, dated as of June 27, 2025, among the Borrower, GLAS USA LLC, as Administrative Agent and Collateral Agent, certain Lenders, GLAS USA LLC, as Junior DIP Agents, certain lenders under the Junior DIP Credit Agreement, and GLAS USA LLC, as Joint Security Agent (as defined therein), as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Junior DIP Agents": the DIP Agents under and as defined in the Junior DIP Credit Agreement (as in effect on the Closing Date).

"Junior DIP Amendment": as defined in Section 5.1(r).

"Junior DIP Credit Agreement": that certain Junior Secured Superpriority Debtor-in-Possession Credit Agreement to be entered into among the Borrower, the lenders from time to time party thereto and GLAS USA LLC, as administrative agent, collateral agent, security trustee joint and several creditor for the Secured Parties (as defined therein) and initial Escrow Agent (as defined therein) for the Secured Parties (as defined therein), which contains terms substantially similar to the terms in this Agreement and is otherwise reasonably acceptable to the DIP Agents and the Required Lenders, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with this Agreement.

"Junior DIP Commitment Letter": that certain Junior Secured Superpriority Debtor-in-Possession Credit Facility Commitment Letter dated June 10, 2025.

"Junior DIP Loan Documents": the Junior DIP Credit Agreement, the Junior DIP Amendment and the other "Loan Documents" under and as defined in the Junior DIP Credit Agreement, in each case, which contain terms substantially similar to the terms in the Loan Documents and are otherwise reasonably acceptable to the DIP Agents and the Required Lenders, as each such document may be amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Junior DIP Obligations": all Indebtedness or other obligations (including the "Obligations" as defined in the Junior DIP Credit Agreement) arising under or in respect of the Junior DIP Credit Agreement or the other Junior DIP Loan Documents.

"Junior Tranche A-1 DIP Facility": the second-out senior secured debtor-in-possession financing facility consisting of second-out senior "new money" term loans in an aggregate principal amount equal to $300,000,000 (the "Junior Tranche A-1 DIP Loans"), which shall be incurred and documented pursuant to the Junior DIP Credit Agreement.

"Junior Tranche A-1 DIP Loans": as defined in the definition of "Junior Tranche A-1 DIP Facility".

"Legal Reservations": (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the principle of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors, and similar principles or limitations under the laws of any applicable jurisdiction, (b) the application of the relevant bankruptcy laws general principles of equity (where such concept is recognized in relevant local law), (c) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984) and defenses of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void and defenses of set-off, counterclaim or acquiescence and similar principles or limitations under the laws of any applicable jurisdiction, (d) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge, (e) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (g) the principle that the creation or purported creation of collateral or security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any claim, other right, contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests have purportedly been created, (h) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason, (i) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Administrative Agent or other similar provisions, (j) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies, (k) the principles of private and procedural laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment, (l) the accessory nature of security in any applicable jurisdiction, (m) the principle that in certain circumstances pre-existing security purporting to secure any additional indebtedness, further advances or other financial accommodation following an amendment may be void, ineffective, invalid or unenforceable, (n) similar principles, rights and defenses under the laws of any relevant jurisdiction, (o) the accessory nature of certain German law governed security and (p) any other matters which are set out as qualifications or reservations (however described) as to matters of law in the legal opinions delivered under or in connection with the Loan Documents.

"Lender": each of the banks, financial institutions and other Persons listed on the signature pages hereof as a Lender and each Person that shall become a Lender hereunder after the Restatement Date pursuant to Section 2.22 and Section 10.6, in each case, for so long as such Person shall be a party to this Agreement; provided, that, unless the context otherwise requires, each reference herein to a Lender shall be deemed to include any Conduit Lender.

"Lender Advisors": Willkie Farr & Gallagher LLP, Bayard, P.A. and any other advisors, counsel, consultants and other professionals as are reasonably required by the Required Lenders in connection with the Facility.

"Lender Fee Letter": that certain Lender Fee Letter, dated as of May 29, 2026, between the Borrower and Deutsche Bank.

"Lien": any mortgage, pledge, hypothecation, collateral assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Liquidity": at any time, the sum of unrestricted cash and Cash Equivalents of the Chapter 11 Debtors at such time.

"Liquidity Report": as defined in Section 6.10(d).

"Loans": as defined in Section 2.1.

"Loan Commitment": as to each Lender, the aggregate principal amount of such Lender's share of the Total Loan Commitments, as the same may be modified pursuant to the terms hereof.

"Loan Documents": collectively, this Agreement, each Order, the Agents Fee Letter, the Lender Fee Letter, the Existing Lender Fee Letter, the Intercreditor Agreement, the Guaranty, each Security Document, each Note, each Borrowing Notice and any amendment, waiver, supplement or other modification to any of the foregoing (and each such document, a "Loan Document").

"Loan Parties": collectively, Holdings, the Borrower and the Subsidiary Guarantors.

"Management Conference Call": as defined in Section 6.10(e).

"Marketing Process": has the meaning set forth in the Restructuring Support Agreement.

"Material Adverse Effect": a material adverse effect on (i) the business, operations, performance, properties or liabilities of the Loan Parties and their respective subsidiaries, taken as a whole, (ii) the ability of the Borrower or the Guarantors to perform their respective obligations under the Loan Documents or (iii) the ability of the DIP Agents and the Lenders to enforce the Loan Documents.

"Material Contracts": collectively, any contract or contracts by Holdings and/or its Subsidiaries, that, when terminated, represents a loss or disruption of operations more than $5,000,000 in value.

"Material Owned Real Property": any real property located in the United States, or any other applicable jurisdictions as set forth in the Security Principles, owned in fee by any Loan Party having a fair market value of more than $5,000,000, as reasonably determined in good faith by the Borrower.

"Materials of Environmental Concern": any chemicals, materials, wastes or substances regulated, listed, defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," or "toxic pollutants," under, or for which liability or standards of conduct are imposed due to their dangerous or deleterious properties or characteristics pursuant to, any Environmental Law, including petroleum or petroleum by-products, asbestos or asbestos-containing materials or products, greenhouse gases, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, radon, fungus, toxic mold, or other substances that may have an adverse effect on human health or the environment.

"Maturing Loans": as defined in the Recitals.

"Maturity Date": the earliest of to occur of: (a) the Initial Maturity Date; *provided* that, solely if (i) the Maturity Extension Conditions have been satisfied as of the Initial Maturity Date and (ii) the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower certifying that the Maturity Extension Conditions have been satisfied as of the Initial Maturity Date (which certificate shall be promptly distributed by the Administrative Agent to the Lenders), the Maturity Date as determined pursuant to this clause (a) shall be automatically extended to March 31, 2027 (any such extension, a "Maturity Extension"); (b) the consummation of any sale or Disposition of all or substantially all of the Chapter 11 Debtors' assets pursuant to a 363 Sale; (c) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization (including a Plan of Reorganization) filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (d) the date of the acceleration of the Loans and the termination of the Commitments with respect to this Facility in accordance with the terms hereof and the other Loan Documents; and (e) the date that the Junior Tranche A-1 DIP Loans or the other "Loans" (as defined in the Junior DIP Credit Agreement as in effect on the Restatement Date) are required to be repaid (whether at stated maturity or by acceleration).

"Maturity Extension": as defined in the definition of "Maturity Date".

"Maturity Extension Conditions": as of the Initial Maturity Date, (i) a confirmation order approving a Plan of Reorganization has been entered by the Bankruptcy Court on or prior to the Initial Maturity Date and such order has not been reversed, vacated or stayed, but the effective date of such Plan of Reorganization has not occurred solely due to the absence of any pending approval by a Governmental Authority that is necessary to consummate the transactions contemplated thereby, (ii) a bona fide binding commitment with respect to exit financing has been obtained by the Chapter 11 Debtors in an amount sufficient to repay all of the Obligations (including, for the avoidance of doubt, the Exit Fees) in cash on the effective date of such Plan of Reorganization, and such commitment has not expired or terminated according to its terms, (iii) the scheduled maturity date of all Junior DIP Obligations have been extended to March 31, 2027 and (iv) no Default or Event of Default has occurred and is continuing.

"Milestones": the milestones set forth on Schedule IV.

"Moody's": as defined in the definition of "Cash Equivalents."

"Mortgaged Properties": the Material Owned Real Property, if any, of any Loan Party as to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien pursuant to the Mortgages. For the avoidance of doubt, any owned real property as to which a Junior DIP Agent or a Prepetition Agent has been granted a Lien shall be a Mortgaged Property hereunder.

"Mortgages": all fee mortgages, mortgage deeds, deeds of trust, deeds to secure debt, and other similar instruments, executed or to be executed by any Loan Party (i) which provide the DIP Agents, for the benefit of the Secured Parties, a Lien on Material Owned Real Property pursuant to Section 6.9(b), as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Multiemployer Plan": an ERISA Plan that is a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

"Net Cash Flow": as used in the Approved Budget.

"Net Cash Proceeds": (a) in connection with any Asset Sale, Extraordinary Receipt or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys' fees, accountants' fees, investment banking fees and any amounts required to be applied to the repayment of Indebtedness (including, without limitation, principal, interest, premium and penalties, if any) secured by a Lien expressly permitted hereunder on the asset that is the subject of such Asset Sale, Extraordinary Receipt or Recovery Event (and no other asset) and other related fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof and net of (i) any reasonable reserves established in connection therewith, (ii) reasonable holdbacks, (iii) reasonable indemnity obligations relating thereto, (iv) in the case of any Disposition or casualty or condemnation or similar proceeding by a Joint Venture or a Non-Wholly-Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of Holdings, the Borrower or any other wholly-owned Subsidiary as a result thereof and (v) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition until such time as the funds are released back to the applicable Loan Party pursuant to such escrow agreement and (b) in connection with any issuance or sale of Capital Stock, capital contribution or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other related fees and expenses actually incurred in connection therewith.

"New Money Loan Commitment": with respect to any Lender, the commitment of such Lender to make New Money Loans hereunder in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 1.1(a)(2) directly below the column entitled "New Money Loan Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1. The aggregate principal amount of the New Money Loan Commitment on the Restatement Date is equal to $[__], which is equal to the aggregate principal amount of commitments of Deutsche Bank in respect of the Facility as of the date of the Super-Senior DIP Commitment Letter less the aggregate principal amount of the Rolling Loan Commitments.

"New Money Loans": as defined in the Recitals.

"Non-Bank Tax Certificate": as defined in Section 2.19(d).

"Non-Consenting Lender": as defined in Section 2.22(b).

"Non-Cooperative Jurisdiction": shall mean a non-cooperative tax jurisdiction (*nicht kooperierendes Steuerhoheitsgebiet*) within the meaning of the German Defence against Tax Havens Act (*Gesetz zur Abwehr von Steuervermeidung, unfairem Steuerwettbewerb und zur Änderung weiterer*

Gesetze, the "SteueroasenAbwG") and the respective legislative decree (*Rechtsverordnung*), each as amended, supplemented or restated.

"Non-Cooperative Jurisdiction Resident Party": shall mean a party to this Agreement that is resident in a Non-Cooperative Jurisdiction pursuant to Section 2 paragraph 2 of the SteueroasenAbwG.

"Non-Excluded Taxes": as defined in Section 2.19(a).

"Non-Indemnifiable Taxes": as defined in Section 2.19(a).

"Non-U.S. Lender": as defined in Section 2.19(d).

"Non-Wholly-Owned Subsidiary": any Subsidiary that is not a Wholly-Owned Subsidiary.

"Notes": the collective reference to any promissory note evidencing Loans.

"Obligations": the unpaid principal of and interest (including Default Interest and any interest accruing after the maturity of the Loans) on the Loans and all other obligations and liabilities of every nature of the Borrower and each other Loan Party, as applicable, to any Agent (including any former Agent), to any Lender or any other Secured Party, whether matured, unmatured, direct or indirect, absolute or contingent, primary, secondary, liquidated, unliquidated, disputed, undisputed, joint, joint and several, legal, equitable, secured or unsecured, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees (including the Exit Fee), costs, expenses, charges and disbursements of counsel to the Agents or to any Lender or in respect of any Lender Advisor that are required to be paid by the Borrower or any Guarantor pursuant hereto) or otherwise, and whether or not any claim for such liability is discharged, stayed, or otherwise affected by any proceeding under any Debtor Relief Law. Without limiting the generality of the foregoing, the Obligations of the Borrower and each other Loan Party include the obligation to pay (i) disbursements, indemnities and other amounts payable by such Person under any Loan Document and (ii) all costs and expenses incurred by the Collateral Agent and/or any other Secured Party to obtain, preserve, perfect and enforce the security interest, including but not limited to all reasonable attorneys' fees and expenses of any Agent or any other Secured Party to enforce the Obligations whether or not by litigation.

"Orders": collectively, the Interim Order and the Final Order, or separately, the Interim Order or the Final Order, as context requires.

"Organizational Documents": of any Person, the charter, memorandum and articles of association, articles or certificate of organization or incorporation and bylaws or other organizational or governing or constitutive documents of such Person. In respect of any Loan Party incorporated in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) Organizational Documents shall be a copy of the electronic extract from the commercial register (*Handelsregisterauszug*), articles of association (*Gesellschaftsvertrag*) and list of shareholders (*Gesellschafterliste*).

"Original Final Order": the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Docket No. 449] entered on July 30, 2025, which Original Final Order shall not be reversed, vacated, stayed, amended, restated, amended and restated, supplemented, extended or otherwise modified without the prior written consent of the Required Lenders

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

"Other Taxes": any and all present or future stamp, court or documentary, intangible, recording, filing or similar taxes (including, for the avoidance of doubt, the Italian registration tax) or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance or enforcement or registration of, from the receipt of perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that Other Connection Taxes are imposed with respect to an assignment other than an assignment pursuant to Section 2.22).

"Outbound Investment Rules": the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, Public Law No. 119-16, or any similar law or regulation; as of the Reaffirmation Date, and as codified at 31 C.F.R. § 850.101 *et seq.*

"Participant": as defined in Section 10.6(c).

"Patriot Act": the USA PATRIOT Act Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"Payment Recipient": as defined in Section 9.14(a).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Perfection Requirements": the making or the procuring of the appropriate registrations, filing, endorsements, notarization, stampings and/or notifications of or under the Security Documents and/or the security interests created thereunder and any other actions or steps, necessary in any jurisdiction or under any laws or regulations in order to create or perfect any security interests, or the Security Documents or to achieve the relevant priority expressed therein.

"Permitted Disposition": (i) any sale or discount of past due accounts receivable in the ordinary course of business consistent with past practice; (ii) (x) any lease as lessor or license as licensor of isolated parcels of real property or isolated items of personal property (including Intellectual Property) in the ordinary course of business consistent with past practice and (y) any grant of options to purchase, lease or acquire isolated parcels of real property or isolated items of personal property (including Intellectual Property) in the ordinary course of business consistent with past practice; and (iii) any sale or exchange of isolated specific items of equipment, so long as the purpose of each sale or exchange is to acquire (and results within one hundred eighty (180) days of such sale or exchange in the acquisition of) replacement items of equipment which are, in the reasonable business judgment of Holdings, the Borrower and their Subsidiaries, the functional equivalent of the item of equipment so sold or exchanged and provided Administrative Agent has at all times after such acquisition a valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Lien on, and security interest in, the replacement property with the same priority or better than the Collateral being sold or exchanged to the extent such disposed of property was Collateral.

"Permitted Holders": the Sponsor.

"Permitted Liens": Liens permitted by Section 7.3.

"Permitted Variances": as defined in the Final Order.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Petition Date": as defined in the Recitals.

"Plan of Reorganization": a plan of reorganization under the Chapter 11 Cases (including all related schedules, supplements, exhibits and orders, as applicable) which shall provide for the payment in full of all Obligations in cash and be otherwise reasonably acceptable to the Required Lenders.

"Polish Insolvency-Restructuring Event of Default": as defined in Section 8.1.

"Post-Closing Foreign Security Documents": the collective reference to the collateral documents listed on Schedule 6.12.

"Prepayment Notice": as defined in Section 2.10.

"Prepetition Administrative Agents": collectively, the Prepetition Emergency Loan Administrative Agent and the Prepetition Senior Facility Administrative Agent.

"Prepetition Agents": collectively, the Prepetition Administrative Agents and the Prepetition Collateral Agents.

"Prepetition Backup Facility Agreement": that certain Loan Agreement, dated as of March 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Closing Date in accordance with the terms thereof), by and among Holdings, Marelli Corporation, Marelli Kyushu Corporation, Marelli Fukushima Corporation, Marelli Machine Works Japan Co., Ltd., and Mizuho Bank, Ltd.

"Prepetition Collateral Agents": collectively, the Prepetition Emergency Loan Collateral Agent and the Prepetition Senior Facility Administrative Agent.

"Prepetition Credit Agreements": collectively, (i) the Prepetition Backup Facility Agreement, (ii) the Prepetition Emergency Loan Agreement and (iii) the Prepetition Senior Facility Agreement.

"Prepetition Emergency Loan Administrative Agent": Mizuho Bank, Ltd., as "Facility Agent" under, and as such term is defined in, the Prepetition Emergency Loan Agreement.

"Prepetition Emergency Loan Agreement": that certain Loan Agreement, dated as of May 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Closing Date in accordance with the terms thereof), by and among Mizuho Bank, Ltd. as the lender, the Prepetition Emergency Loan Administrative Agent, the Prepetition Emergency Loan Collateral Agent and Holdings.

"Prepetition Emergency Loan Collateral Agent": Mizuho Bank, Ltd., as "Security Agent" under, and as such term is defined in, the Prepetition Emergency Loan Agreement.

"Prepetition Lenders": collectively, (i) the "Lender" (as defined in the Prepetition Backup Facility Agreement), (ii) the "Lenders" (as defined in the Prepetition Emergency Loan Agreement) and (iii) the "Lenders" (as defined in the Prepetition Senior Facility Agreement).

"Prepetition Loan Documents": collectively, (i) the "Loan Related Agreements" (as defined in the Prepetition Backup Facility Agreement), (ii) the "Loan Related Agreements" (as defined in the Prepetition Emergency Loan Agreement) and (iii) the "Loan Related Documents" (as defined in the Prepetition Senior Facility Agreement).

"Prepetition Loan Obligations": collectively, (i) all obligations and undertakings of the "Borrower" (as defined in the Prepetition Backup Facility Agreement) under the Prepetition Backup Facility Agreement, (ii) all obligations and undertakings of the "Borrower" and the "Guarantors" (each as defined in the Prepetition Emergency Loan Agreement) under the Prepetition Emergency Loan Agreement and (iii) all Prepetition SFA Obligations.

"Prepetition Secured Parties": the Prepetition Agents and the Prepetition Lenders.

"Prepetition Senior Facility Administrative Agent": Mizuho Bank, Ltd., as "Agent" under, and as such term is defined in, the Prepetition Senior Facility Agreement.

"Prepetition Senior Facility Agreement": that certain Facility Agreement, dated as of March 23, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Closing Date in accordance with the terms thereof) by and among CK Holdings Co., Ltd., those lenders and arrangers party thereto, the Prepetition Senior Facility Administrative Agent, and KKR Capital Markets Japan Ltd., as the coordinator.

"Prepetition SFA Obligations": all obligations and undertakings of the "Obligors" (as defined in the Prepetition Senior Facility Agreement) under the Prepetition Senior Facility Agreement.

"Prime Rate": for any day, a rate per annum that is publicly quoted from time to time by The Wall Street Journal as the "Prime Rate" in the United States (or, if The Wall Street Journal ceases quoting a base rate of the type described, either (a) the per annum rate quoted as the base rate on corporate loans in a different national publication as selected by the Determination Agent and acceptable to the Required Lenders or (b) the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the Bank prime loan rate or its equivalent).

"Pro Rata Share": with respect to a Lender, the percentage obtained by dividing (a) the aggregate principal amount of outstanding Loans held by such Lender plus such Lender's unfunded Commitment by (b) the aggregate principal amount of outstanding Loans held by all Lenders plus the unfunded Total Loan Commitments.

"Properties": as defined in Section 4.17(a).

"Proposed Change": as defined in Section 2.22(b).

"Recovery Event": any event that gives rise to any recovery, settlement, award, payment, proceeds, receipts or other consideration of any kind in respect of any (a) insurance claim or condemnation proceeding payable by reason of any theft, loss, physical destruction, damage, taking, condemnation or any other similar event, (b) tax refunds (whether relating to foreign, United States, state, local or other taxes), (c)

pension plan reversions, (d) judgments, settlements, determinations or any other relief or award received in connection with any cause of action and/or (e) indemnities.

"Register": as defined in Section 10.6(b).

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, trustees, shareholders, officers, directors, employees, agents, controlling persons and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body": the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or, in each case, any successor thereto.

"Remedies Notice Period": "Notice Period" as defined in the Order in effect on the date of determination.

"Reportable Event": any of the events set forth in Section 4043 of ERISA, other than those events as to which the thirty (30) calendar day notice period is waived by applicable regulations under Section 4043 of ERISA.

"Required Lenders": at any time, the holders of at least 50.01% of the sum of (i) the aggregate unpaid principal amount of the Loans outstanding at such time and (ii) the aggregate unfunded Total Loan Commitments in effect at such time; *provided* that, so long as Deutsche Bank is a Lender that holds at least 10% of the sum of (i) the aggregate unpaid principal amount of Loans outstanding at such time and (ii) the aggregate unfunded Total Loan Commitments in effect at such time, "Required Lenders" shall include Deutsche Bank; *provided*, *further*, that, at any time that there are two or more unaffiliated Lenders, "Required Lenders" shall include at least two unaffiliated Lenders.

"Requirement of Law": as to any Person, the charter and organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

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

"Responsible Officer": the chief executive officer, president, vice president, chief financial officer, treasurer, any company secretary or the senior vice president of finance of Holdings or the Borrower, but in any event, with respect to financial matters, the chief financial officer, treasurer or senior vice president of finance of Holdings or the Borrower.

"Restatement Amendment Fee": any fee payable pursuant to Section 2.8(e)(i) or (e)(ii).

"Restatement Date": as defined in Section 5.1.

"Restricted Payments": as defined in Section 7.6.

"Restructuring Support Agreement": that certain Restructuring Support Agreement (including all exhibits, schedules and attachments hereto), dated as of June 11, 2025 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the terms

thereof and hereof), by and among each of the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

"Return": with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other amount received or realized in respect thereof.

"Rolling Lender": each Lender with a Rolling Loan Commitment.

"Rolling Loan": as defined in the Recitals.

"Rolling Loan Commitment": with respect to any Lender, the commitment of such Lender to convert its Existing Loans into Rolling Loans in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 1.1(a)(1) directly below the column entitled "Rolling Loan Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1. The aggregate principal amount of the Rolling Loan Commitment on the Restatement Date is equal to $[__].

"Rolling Loan Counterparty": as defined in Section 2.8(e).

"S&P": as defined in the definition of "Cash Equivalents."

"Sanctioned Country": at any time, a country or territory which itself is, or whose government is, the target of comprehensive Sanctions broadly prohibiting dealings with such government, country, or territory (currently, Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk People's Republic, Luhansk People's Republic, non-governmental controlled portions of the Kherson and Zaporizhzhia regions in Ukraine).

"Sanctioned Person": any Person that is (i) the target or subject of any Sanctions, including any Person designated on the Specially Designated Nationals and Blocked Persons list published by OFAC or any list of sanctioned persons issued by OFAC, the United States Department of State, the United Nations Security Council, the European Union or its member state, or His Majesty's Treasury of the United Kingdom or other relevant Sanctions authority, (ii) located, organized, or resident in a Sanctioned Country (iii) owned or controlled (as such terms are defined in applicable Sanctions) by, or whose property is deemed to be owned by 50% or more by, or acting on behalf of any Person(s) identified in clauses (i) and/or (ii) above such that such Person is subject to the same restrictions or prohibitions as such Person(s).

"Sanctions": any economic, financial or trade sanctions administered or enforced by the United States (including the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the United States Department of State), the United Nations Security Council, the European Union or its member states, or His Majesty's Treasury of the United Kingdom.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Second Interim Order": the Second Interim Order entered by the Bankruptcy Court on July 24, 2025 in the Chapter 11 Cases [Docket No. 355].

"Secured Parties": collectively, the Lenders, and each of the DIP Agents, for and on behalf of itself and the Lenders.

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

"Security Agreement": that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Security Agreement, dated as of the Closing Date, among the Borrower, certain of the Guarantors and the DIP Agents, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Security Documents": the collective reference to the Security Agreement, the Orders, any Mortgages, the Foreign Security Documents, security confirmations and all other security documents hereafter delivered to the DIP Agents granting, perfecting or recording a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

"Security Principles": the security principles set forth on Schedule VII.

"Single Employer Plan": any ERISA Plan that is covered by Title IV of ERISA or Sections 412 or 430 of the Code, but that is not a Multiemployer Plan.

"SOFR": a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator": the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website": the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Loans": Loans, the rate of interest applicable to which is based upon the Term SOFR Rate.

"SOFR Rate Day": as specified in the definition of "Daily Simple SOFR."

"Spain": the Kingdom of Spain.

"Spanish Civil Code": the Spanish Civil Code (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*), as amended from time to time.

"Spanish Civil Procedural Law": the Spanish Law 1/2000 of 7 January (*Ley 1/2000 de 7 de enero de Enjuiciamiento Civil*), as amended from time to time.

"Spanish Collateral Document": any Security Document governed by Spanish law.

"Spanish Insolvency Act": Royal Legislative Decree 1/2020, of 5 May, approving the revised text of the Spanish Insolvency Act (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) as amended from time to time.

"Spanish Loan Party": any Loan Party that is incorporated or organized under the laws of Spain.

"Spanish Public Document": a Spanish law *documento público*, being either an *escritura pública* or a *póliza o efecto intervenido por notario español*.

"Sponsor": KKR & Co. Inc. and its Affiliates.

"Spot Rate": for any currency, the rate determined by the Administrative Agent consistent with its customary policies and procedures for obtaining a spot rate for such currency with another currency at approximately 11:00 a.m. on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made.

"State": each of the fifty (50) states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa and the Northern Mariana Islands.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of Holdings.

"Subsidiary Guarantor": (a) on the Closing Date, each Subsidiary of Holdings that executes and delivers the Guaranty as a Guarantor on the signature pages thereto (which, for the avoidance of doubt, shall include Intermediate Holdings and each Subsidiary of the Borrower listed on Schedule VI) and (b) from time to time, to the extent not party to the Guaranty on the Closing Date, each direct or indirect Subsidiary of Holdings that, pursuant to Section 6.9 or Section 6.12, becomes a party to the Guaranty as a Guarantor and a party to the Security Agreement and/or any Foreign Security Document as a grantor thereunder, or that otherwise guarantees all or any part of the Obligations as a guarantor.

"Super-Senior DIP Commitment Letter": that certain Super-Senior Secured Debtor-in-Possession Credit Facility Commitment Letter, dated as of May 29, 2026 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time), including the exhibits and annexes attached thereto.

"Survey": ALTA surveys with respect to each Material Owned Real Property subject to a Mortgage; provided, however, that a survey shall not be required to the extent that (x) an existing survey together with an "affidavit of no change" satisfactory to the Title Company is delivered to the Collateral Agent and the Title Company and (y) the Title Company removes the standard survey exception and provides reasonable and customary survey related endorsements and other coverage in the applicable title insurance policy.

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

"Taxes": as defined in Section 2.19(a).

"Term Benchmark Borrowing": refers to whether a loan is bearing interest at a rate determined by reference to the Term SOFR Rate.

"Term SOFR Administrator": CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Term SOFR Determination Day": specified under the definition of "Term SOFR Reference Rate."

"Term SOFR Rate": with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York City time, two Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided that if the Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Term SOFR Reference Rate": for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the Term SOFR Administrator and identified by the Determination Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding Business Day for which such Term SOFR Reference Rate was published by the Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

"Testing Period": as defined in Section 6.10(c).

"Title Company": any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Required Lenders.

"Total Loan Commitments": an original aggregate principal amount not to exceed $900,000,000, being the sum of the aggregate principal amounts of the Commitments of each Lender.

"Transactions": the Financing Transactions and the Chapter 11 Cases, and any other transactions contemplated thereby.

"Transferee": any Assignee or Participant.

"Type": as to any Loan, its nature as an ABR Loan or a SOFR Loan.

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

"Updated Budget": as defined in Section 6.10(b).

"Upfront Fee": as defined in Section 2.8(b).

"UK Companies Act 2006": the Companies Act 2006 as in force in England and Wales from time to time.

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

"UK Plans": LLR Group Pension Scheme, CAP Group Pension Scheme, MKL Group Pension Scheme, Carello Lighting Works Pension Scheme, Magneti Marelli Supplementary Retirement Benefits Scheme, Carello Lighting Staff Pension Scheme.

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

"Unfunded Facility Fee": as defined in Section 2.8(c).

"Variance Reports": as defined in Section 6.10(c).

"VAT":

(a) any value added tax imposed pursuant to the United Kingdom Value Added Tax Act 1994;

(b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) (as amended) and any national legislation implementing that Directive or any predecessor to it or supplemental to that Directive; and

(c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

"Wholly-Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly-Owned Subsidiaries.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Loan Party or any of its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under the Accounting Principles as in effect from time to time, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have

correlative meanings), (iv) 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, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, and (vi) the word "knowledge" when used with respect to any Loan Party shall be deemed to be a reference to the knowledge of any Responsible Officer.

(c) [Reserved.]

(d) Except to the extent expressly specified to the contrary herein, any determination being made or any action required to be taken (including any payment required to be made) pursuant to this Agreement or any other Loan Document on a day that is not a Business Day shall be deemed to be determined or required to be taken on the next succeeding Business Day.

(e) All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such a Person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

(f) In the event that any Lien, Investment, Indebtedness (whether at the time of incurrence or upon application of all or a portion of the proceeds thereof), Disposition, Restricted Payment, Affiliate transaction, restrictive agreement or prepayment of Indebtedness meets the criteria of one or more than one of the categories of transactions then permitted pursuant to any clause of such Sections in Section 7, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses as determined by the Borrower in its sole discretion at such time.

(g) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(h) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

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

1.4 [Reserved].

1.5 Currencies. For purposes of any determination under Section 6, Section 7 or Section 8 or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding, replaced or otherwise refinanced or proposed to be incurred, outstanding, replaced or otherwise refinanced in currencies other than Dollars shall be translated into Dollars at the Spot Rate in effect on the date of such determination; provided, however, that for purposes of determining compliance with Section 7 with respect to the amount of any Indebtedness, Investment, Lien, Asset Sale, or Restricted Payment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring

after the time such Indebtedness, Lien or Investment is incurred (or, in the case of revolving Indebtedness, first committed) or after such Asset Sale or Restricted Payment is made; provided, further, for the avoidance of doubt, the foregoing provisions of this Section 1.5 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness, Lien, or Investment may be incurred or Asset Sale or Restricted Payment made at any time under such Sections.

1.6 Security Principles. Each guaranty and security document delivered or to be delivered by any Foreign Loan Party under this Agreement and any obligation by any Foreign Loan Party to enter into such guaranty or security document shall be subject in all respects to the Security Principles and the Guarantee Limitations.

1.7 Foreign Terms.

(a) Authorisation. Each party to this Agreement granting an authorisation or power of attorney to any other person (for the purpose of this Clause 1.6, the "Authorised Person") under this Agreement or any other Loan Document hereby releases, to the extent legally possible, such other person from any restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (Bürgerliches *Gesetzbuch – BGB*)) and the Authorised Person may release, to the extent legally possible, any person that it sub-authorises or grants a sub-power of attorney from the same restrictions. Any party under this Agreement prevented by applicable law or its constitutional documents to grant the release from the restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) shall notify the relevant Authorised Person without undue delay.

SECTION 2

AMOUNT AND TERMS OF COMMITMENTS

2.1 Loan Commitments.

(a) Subject to the terms and conditions hereof, the Orders and the Approved Budget, each Lender hereby severally, but not jointly, agree to make the following term loans (the "Loans"):

(i) on the Restatement Date, each Lender with a New Money Loan Commitment shall make a New Money Loan in an aggregate principal amount equal to the amount of its New Money Loan Commitment. The New Money Loans made by the Lenders pursuant to this Section 2.1(a)(i) shall be made in accordance with their respective pro rata share of the aggregate New Money Loan Commitments. Each Lender's New Money Loan Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the New Money Loans funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any New Money Loans at any time in an amount that exceeds such Lender's New Money Loan Commitment in effect at such time; and

(ii) on the Restatement Date, each Lender with a Rolling Loan Commitment shall be deemed to have made a Rolling Loan to the Borrower in an aggregate principal amount equal to the amount of its Rolling Loan Commitment by converting its Existing Loans to Rolling Loans in an aggregate principal amount equal to the aggregate principal amount of its converted Existing Loans. Each Lender's Rolling Loan Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the Rolling Loans deemed funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any Rolling Loans at any time in an amount that exceeds such Lender's Rolling Loan Commitment in effect at such time. Each

Lender with a Rolling Loan Commitment acknowledges and agrees that no Existing Credit Agreement Exit Fee shall be payable to such Lender pursuant to Section 2.8(d) of the Existing Credit Agreement with respect its Existing Loans that are converted into Rolling Loans; *provided* that, notwithstanding the foregoing, (x) the Existing Credit Agreement Exit Fee shall be payable on the Restatement Date with respect to any Existing Loans of a Rolling Lender that are not converted into Rolling Loans and (y) from and after the Restatement Date, the Exit Fee shall be payable with respect to the Rolled Loans in accordance with the terms of Section 2.8(d) of this Agreement.

(b) Amounts prepaid or repaid on account of the Loans may not be reborrowed.

2.2 Procedure for Loan Borrowings. In order to request a New Money Loan, the Borrower shall give the Administrative Agent an executed Borrowing Notice in respect of such Loan, which (a) shall specify for the Borrower (i) the proposed Borrowing Date, (ii) the aggregate principal amount of the requested Loan and (iii) the Type of Loan requested and (b) must be received by the Administrative Agent prior to 12:00 p.m., New York City time, no later than two (2) Business Days prior to the Restatement Date (or such shorter period as the Required Lenders and the Administrative Agent are willing to accommodate). Upon receipt of any such Borrowing Notice, the Administrative Agent shall promptly notify each Lender thereof (including of the details of the Loan requested thereunder). Not later than 8:00 a.m., New York City time, with respect to the Loans that are SOFR Loans, one (1) Business Day prior to the applicable Borrowing Date, each Lender shall, subject to the terms and conditions of this Agreement and the other Loan Documents, make available to the Administrative Agent, by wire transfer of same day funds in Dollars into the Agent Account, an amount in immediately available funds equal to its pro rata share of the aggregate principal amount of the applicable Loan being made on such Borrowing Date. Upon receipt of all such requested funds from the Lenders and subject to the terms and conditions of this Agreement and the other Loan Documents, the Administrative Agent shall deposit the applicable amounts into the account designated by the Borrower in the applicable Borrowing Notice with the aggregate principal amount of the applicable Loan in Dollars in immediately available funds. For the avoidance of doubt, no Borrowing Notice shall be required in respect of any Rolling Loan.

2.3 Repayment of Loans. On the Maturity Date (a) all outstanding Obligations shall be due and payable, (b) the Borrower shall pay (i) the aggregate principal amount of Loans outstanding on such date, together with all accrued and unpaid interest thereon, and (ii) the aggregate amount of all other accrued and unpaid Obligations owing hereunder on such date, and all Loan Commitments shall terminate and cease to be in effect. All payments made pursuant to this Section 2.3 shall be made in accordance with Section 2.17 and otherwise in accordance with this Agreement.

2.4 Termination of Commitments.

(a) The New Money Loan Commitment of each Lender shall terminate in full upon the funding of the New Money Loans pursuant to Section 2.1(a)(i).

(b) The Rolling Loan Commitment of each Lender shall terminate in full upon the conversion of its Existing Loans into Rolling Loans pursuant to Section 2.1(a)(ii).

2.5 [Reserved].

2.6 [Reserved].

2.7 [Reserved].

2.8 Certain Other Borrower Payments, Fees, Etc.

(a) The Borrower agrees to pay (i) to the DIP Agents, for the account of the DIP Agents and not for the account of any Lender, the fees and other amounts set forth in the Agents Fee Letter and any other amounts owing to the DIP Agents under this Agreement and (ii) to the applicable Lender(s), for the account of such Lender(s) and not for the account of any other Lender, the fees and other amounts set forth in the Lender Fee Letter, in each case, in the manner and at the times specified therein and herein, as applicable.

(b) The Borrower agrees to pay to the Administrative Agent, for the ratable account of each applicable Lender, an upfront fee (the "Upfront Fee") in cash in an amount equal to 0.50% of the New Money Loans made by such Lender on any Borrowing Date in respect of such New Money Loans pursuant to Section 2.1(a)(i). The Upfront Fee shall be fully earned upon entry of the Amendment Final Order and shall be due and payable on the applicable Borrowing Date with respect to the New Money Loans funded by such Lender on such Borrowing Date.

(c) [Reserved].

(d) The Borrower agrees to pay to the Administrative Agent, for the ratable account of each Lender, upon, and on the date of, any prepayment (whether voluntary or mandatory) or repayment of any Loans (or any other satisfaction in respect thereof) or any cancellation of any Commitment in respect thereof (in each case in whole or in part), whether at maturity, by acceleration or otherwise (any such date, an "Exit Fee Trigger Date"), an exit fee (the "Exit Fee") in cash in an amount equal to the sum of: (x) 2.00% of the original principal amount of the Loans so prepaid, repaid, refinanced, accelerated, or of the Commitments so cancelled (the "Exit Fixed Fee Amount"), plus (y) solely with respect to any prepayment or repayment of Loans prior to December 1, 2026, an amount equal to (1) the aggregate amount of interest (calculated at the interest rate in effect on the date that notice of such prepayment or repayment is delivered to the Administrative Agent in accordance with the terms of this Agreement) that would have been payable to the Lenders had such prepaid or repaid Loans remained outstanding through and including December 1, 2026, minus (2) the actual aggregate amount of interest paid to the Lenders from and after the Restatement Date in respect of such Loans (the amount payable pursuant to this clause (y), the "Exit Make-Whole Fee Amount"); *provided* that no Exit Make-Whole Fee Amount shall be payable with respect to any Loans that are repaid or prepaid in an aggregate amount equal to the aggregate increase in the Chapter 11 Debtors' cash balances that are directly attributable to Customer Support, as reflected in the Chapter 11 Debtors' actual cash flow reporting. The Exit Fee shall be fully earned upon entry of the Amendment Final Order and shall be due and payable on the applicable Exit Fee Trigger Date.

(e) The Borrower agrees to pay to the Administrative Agent, for the ratable account of each Rolling Lender, on the Restatement Date:

(i) to each Rolling Lender or Rolling Loan Counterparty that converts 100% of its Existing Loans into Rolling Loans, a fee in cash in an amount equal to 1.00% of the aggregate principal amount of such Existing Loans; and

(ii) to each Rolling Lender or Rolling Loan Counterparty that converts less than 100% of its Existing Loans into Rolling Loans, a fee in cash in an amount equal to 0.50% of the aggregate principal amount of its Existing Loans so converted into Rolling Loans;

provided that, for the purposes of determining the Restatement Amendment Fees, in the event that any Rolling Lender is party to an unsettled trade, a participation agreement, a total return swap or other similar arrangement with one or more counterparties (each, a "Rolling Loan Counterparty") pursuant to which such

Rolling Lender has transferred (or entered into a binding trade to transfer) its economic interests in all or a portion of its Existing Loans, the Restatement Amendment Fees owing to such Rolling Lender and each Rolling Loan Counterparty thereof shall be determined based on the aggregate principal amount of the Existing Loans held by such Rolling Lender and such Rolling Loan Counterparty after giving effect to such arrangement; *provided*, *further*, that the Administrative Agent (acting at the direction of the Lenders) hereby appoints Deutsche Bank as its sub-agent for the purpose of calculating the Restatement Amendment Fees, and Deutsche Bank hereby accepts such appointment for such purpose, and the amount of Restatement Amendment Fees payable to each Rolling Lender and Rolling Loan Counterparty shall be calculated by Deutsche Bank, as sub-agent (such calculation to be conclusive and binding in the absence of manifest error), and furnished to the Administrative Agent and the Borrower prior to the Restatement Date.

(f) In addition to the foregoing, the Borrower and each of the other Loan Parties agree to pay to the DIP Agents and the Lenders any applicable premium, any other fees and expense reimbursements set forth in the Agents Fee Letter or other Loan Document or as otherwise separately agreed by the parties, in such amounts and at such times so specified.

2.9 [Reserved].

2.10 Optional Prepayments. The Borrower may, at any time and from time to time prior to the Maturity Date, prepay the Loans, in whole or in part, without any penalty or premium upon notice (which may be conditional) substantially in the form of Exhibit D and in form and substance satisfactory to the Administrative Agent (the "Prepayment Notice") delivered to the Administrative Agent no later than 12:00 Noon, New York City time, at least three (3) Business Days prior thereto, in the case of SOFR Loans, and no later than 12:00 Noon, New York City time, at least one (1) Business Day prior thereto, in the case of ABR Loans, which Prepayment Notice shall specify the date and amount of the proposed prepayment and the Type of Loans that are to be prepaid. If a SOFR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20. Upon receipt of any such Prepayment Notice, the Administrative Agent shall promptly notify each Lender thereof. The amount specified in such Prepayment Notice shall be due and payable in cash on the prepayment date specified therein, together with accrued and unpaid interest to such date on the amount prepaid and any amounts payable pursuant to Section 2.20. Partial prepayments of Loans shall be in an aggregate principal amount of $500,000 or a whole multiple thereof. Each prepayment of Loans under this Section 2.10 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid and any amounts payable pursuant to Section 2.20. In connection with any optional prepayment of borrowings hereunder, the Administrative Agent will promptly following receipt of funds pursuant to Section 2.10 notify each Lender of such Lender's *pro rata* share of the prepayment.

2.11 Mandatory Prepayments.

(a) If any Loan Party or Subsidiary thereof shall issue or incur any Indebtedness not permitted by Section 7.2, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied as soon as practicable but in any event within five (5) Business Days after such issuance or incurrence toward the prepayment of the Loans on a *pro rata* basis in the order set forth in Section 2.11(d).

(b) If on any date Holdings, the Borrower or any of Holdings' other Subsidiaries shall receive Net Cash Proceeds from any Asset Sale made in reliance of Section 7.5(j), Recovery Event, any issuance or sale of Capital Stock (and other than cash capital contributions by Holdings or any Subsidiary of Holdings to any Subsidiary of Holdings) or any Extraordinary Receipt, then the amount of such Net Cash Proceeds shall be applied as soon as practicable but in any event within five (5) Business Days after the date of receipt thereof toward the prepayment of the Loans on a *pro rata* basis in the order set forth in Section 2.11(d); provided that, the Loan Parties shall be permitted to apply the Net Cash Proceeds of any

Recovery Event described in clause (a) of the definition thereof or any Extraordinary Receipt for reinvestment in their business within 180 days after the receipt of such Net Cash Proceeds; it being agreed that to the extent all or any portion of such Net Cash Proceeds are not reinvested as so contemplated within such 180-day period, the remaining portion of such Net Cash Proceeds shall be applied to make a prepayment pursuant to this Section 2.11(b) within two (2) Business Days of the expiration of such time period.

(c) [Reserved].

(d) Each prepayment of Loans under this Section 2.11 shall be accompanied by accrued and unpaid interest to the date of such prepayment on the amount prepaid and any amounts payable pursuant to Section 2.20.

(e) Notwithstanding any other provisions of this Section 2.11, (i) to the extent that a Disposition by a Foreign Subsidiary gives rise to a prepayment obligation pursuant to Section 2.11(b) of this Agreement (a "Foreign Disposition") and the repatriation to the United States of the Net Cash Proceeds from such Foreign Disposition would be (x) prohibited or delayed by applicable local law or (y) restricted by applicable organizational or constitutive documents or any agreement, the portion of such Net Cash Proceeds so affected will not be taken into account in measuring the Borrower's obligation to prepay Loans as provided in Section 2.11(b), and instead, such amounts may be retained by the applicable Foreign Subsidiary, and (ii) to the extent that Borrower and the Required Lenders have determined in good faith that (x) repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition would have a material adverse tax cost consequence (taking into account foreign tax credits and other tax attributes) which for the avoidance of doubt, includes, but is not limited to, any repatriation whereby doing so the Borrower, any Subsidiary or any of their respective Affiliates and/or equity partners would incur a material tax liability, including a material tax dividend, material deemed dividend pursuant to Code Section 956 or a material withholding tax and (y) no other structures for repatriating the Net Cash Proceeds are reasonably available, the Net Cash Proceeds so affected may be retained by the applicable Foreign Subsidiary; provided, however, (A) no such adverse tax cost consequence shall exist to the extent that the United States party that would include taxable income from the repatriation has net operating losses or net operating loss carryovers equal to or exceeding such income that can be used to actually offset such income in the taxable year in which such repatriation occurs and (B) if and to the extent the condition that prevented the applicable prepayment to be made shall cease to exist, the Borrower shall within five (5) Business Days of such cessation apply such Net Cash Proceeds as a prepayment pursuant to this Section 2.11. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

(f) In connection with any mandatory prepayment of borrowings hereunder, the Administrative Agent will promptly following receipt of funds pursuant to Section 2.11(a) or (b) notify each Lender of such Lender's *pro rata* share of the prepayment.

2.12 Conversion and Continuation Options.

(a) The Borrower may elect from time to time to convert SOFR Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the Business Day preceding the proposed conversion date; provided, that any such conversion of SOFR Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to SOFR Loans by giving the Administrative Agent prior irrevocable notice of such election substantially in the form of Exhibit E no later than 12:00 Noon, New York City time, on the third (3rd) Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided, that no ABR Loan may be converted

into a SOFR Loan in excess of one month when any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

(b) Any Loan that is a SOFR Loan may be continued as a SOFR Loan upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided, that, no SOFR Loan in excess of one month may be continued as such when any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such continuations and, provided, further, that (i) if the Borrower fails to give any required notice as described above in this paragraph or (ii) if such continuation is not permitted pursuant to the preceding proviso such SOFR Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

2.13 Limitations on SOFR Loans. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Loans which are SOFR Loans shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the SOFR Loans comprising each tranche of such Loans shall be equal to $250,000 or a whole multiple of $100,000 in excess thereof.

2.14 Interest Rates and Payment Dates.

(a) Each SOFR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Term SOFR Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR on each date plus the Applicable Margin.

(c) [Reserved].

(d) [Reserved].

(e) [Reserved].

(f) Upon the occurrence and during the continuance of any Event of Default, the outstanding principal balance of the Loans and all other Obligations shall, to the extent permitted by law, automatically accrue interest at a rate equal to, (y) in the case of SOFR Loans or ABR Loans, the rate set forth in Section 2.14(a) or (b), as applicable, plus 2.00% per annum, or (z) for all other amounts, the Applicable Margin for ABR Loans plus the ABR plus 2.00% per annum, each as in effect from time to time (such interest, the "Default Interest").

(g) All interest accruing hereunder shall be payable as follows:

(i) All accrued and unpaid interest shall be paid in cash on the applicable Interest Payment Date.

(ii) All accrued and unpaid Default Interest shall be payable in cash on demand.

(h) Except as expressly specified to the contrary in this Agreement, whenever this Agreement requires any accrued and outstanding interest to be paid hereunder on any date, all accrued Default Interest outstanding on such date shall also be payable at such time.

2.15 Computation of Interest and Fees.

(a) Interest and fees payable pursuant hereto shall be calculated on the basis of a three hundred sixty- (360-) day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a three hundred sixty-five (365) (or three hundred sixty-six (366), as the case may be) day year for the actual days elapsed. The Determination Agent shall as soon as practicable notify the Borrower, the DIP Agents and the Lenders of each determination of the Term SOFR Rate. Any change in the interest rate on a Loan resulting from a change in the ABR shall become effective as of the opening of business on the day on which such change becomes effective. The Determination Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Determination Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Determination Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Determination Agent in determining any interest rate pursuant to Section 2.14.

2.16 Inability to Determine Interest Rate. Subject to Section 2.24, if prior to the first day of any Interest Period:

(a) the Determination Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Term SOFR Rate for such Interest Period, or

(b) the Determination Agent shall have received notice from the Required Lenders that the Term SOFR Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

in each case of the foregoing (a) and (b), the Determination Agent shall give telecopy or telephonic notice thereof to the Borrower and the Lenders as soon as practicable thereafter. If such notice is given, (x) any SOFR Loans requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans that were to have been converted on the first day of such Interest Period to SOFR Loans shall be continued as ABR Loans and (z) any outstanding SOFR Loans shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further SOFR Loans shall be made or continued as such, nor shall the Borrower have the right to convert Loans to SOFR Loans.

2.17 Pro Rata Treatment and Payments; Sharing of Payments.

(a) Each borrowing by the Borrower from the Lenders hereunder and any reduction of the Loan Commitments of the Lenders shall be made in accordance with the Lenders' respective Pro Rata Share.

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Loans shall be made (i) in the case of principal, *pro rata* according to the respective

outstanding principal amounts of the Loans then held by the Lenders, and (ii) in the case of interest, *pro rata* according to the respective amounts of accrued and unpaid interest on the Loans then due to the Lenders. The amount of each principal prepayment of the Loans shall be applied to reduce the then remaining installments of the Loans as directed by the Borrower by notice to the Administrative Agent (and absent such notice, in direct order of maturity thereof).

(c) [Reserved].

(d) All payments (including prepayments) to be made by the Borrower or any other Loan Party under this Agreement or any other Loan Document, whether on account of principal, interest, fees, other Obligations or otherwise, shall be made without setoff or counterclaim and shall be made prior to 2:00 p.m., New York City time (or such other time as the DIP Agents are willing to accommodate in their absolute discretion), on the due date thereof to the DIP Agents into the Agent Account, in cash in the same currency in which such Loan is denominated and in immediately available funds. The DIP Agents shall distribute such payments to the Lenders (or, in the case of amounts payable to it, retained by the applicable DIP Agent) promptly upon receipt in like funds as received. All amounts received by the DIP Agents after 2:00 p.m., New York City time on any applicable payment date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue, and the DIP Agents may (but shall at the direction of the Required Lenders) deem any payment by or on behalf of the Borrower or any other Loan Party that is not made in same day funds prior to 2:00 p.m., New York City time (or such other time as the DIP Agents are willing to accommodate in its absolute discretion) to be a non-conforming payment. Any such non-conforming payment shall not be deemed to have been received by the applicable Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. The Administrative Agent shall give written notice (which may be by electronic means) to the Borrower and each applicable Lender if any payment is non-conforming. Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 8.1(a). If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, but shall not be required to, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three (3) Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans, on demand, from the Borrower. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by

the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower are making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the applicable Lenders their respective pro rata shares of a corresponding amount. If such payment is not made, to the Administrative Agent by the Borrower within three (3) Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.18 Requirements of Law.

(a) If any Change in Law shall:

(i) shall legally impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Term SOFR Rate;

(ii) subject any recipient to any Taxes (other than (A) Non-Excluded Taxes, (B) Connection Income Taxes, (C) Other Taxes and (D) Non-Indemnifiable 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) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining SOFR Loans or to reduce any amount receivable by such Lender hereunder in respect thereof, then, in any such case, the Borrower shall promptly and in any event within five (5) Business Days pay such Lender, upon its written demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that any Change in Law regarding capital adequacy or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the Closing Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such Change in Law (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity requirements) by an amount reasonably deemed by such Lender to be material and to the extent reasonably determined such increase in capital to be allocable to the existence of such Lender's Loan Commitments, then, from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request

therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section 2.18 submitted by any Lender to the Borrower (with a copy to the DIP Agents) with appropriate detail demonstrating how such amounts were derived shall be conclusive in the absence of manifest error.

(d) This Section 2.18 shall not apply to Taxes, which shall be governed by Section 2.19.

2.19 Taxes.

(a) Unless required by a Requirement of Law, all payments made by any Loan Party under any Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings (including any interest, additions to tax or penalties applicable thereto), now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority ("Taxes"), excluding (i) net income Taxes (however denominated), branch profit taxes, and franchise Taxes (imposed in lieu of net income Taxes), in each case, (x) imposed on any DIP Agent or any Lender by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal lending office is located, or in the case of any Lender, in which its applicable lending office is located or (y) that are Other Connection Taxes, (ii) any Taxes imposed by Germany because the relevant recipient of the payment is a Non-Cooperative Jurisdiction Resident Party, and (iii) Taxes imposed to the extent suffered or incurred in respect of any Bank Levy (clauses (i), (ii) and (ii), the "Excluded Taxes"). If any non-Excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required by law to be deducted or withheld by an applicable withholding agent from any amounts payable to any DIP Agent or any Lender hereunder or under any Loan Documents, the amounts so payable shall be increased by the applicable Loan Party to the extent necessary so that after such deduction or withholding is made (including such deductions and withholding applicable to additional sums payable under this section) the applicable recipient receives an amount equal to the sum it would have received had no such deduction or withholding had been made; provided, however that a Loan Party shall not be required to increase any such amounts payable to the DIP Agents or Lender with respect to any Non-Excluded Taxes (A) that are attributable to such recipient's failure to comply with the requirements of paragraph (f), (g) or (i) of this Section 2.19, (B) that are U.S. federal withholding Taxes imposed on amounts payable to such recipient pursuant to any Requirement of Law in effect at the time such recipient becomes a party to this Agreement or designates a new lending office (other than, in the case of a replacement of a Lender pursuant to Section 2.22 or a designation of a new lending office pursuant to Section 2.21 at the request of the Borrower), except to the extent that such recipient or its assignor (if any) was entitled, at the time of designation of a new lending office or assignment, to receive additional amounts with respect to such Non-Excluded Taxes pursuant to this paragraph, or (C) that are U.S. federal withholding Taxes that would not have been imposed but for a failure by such recipient (or any financial institution through which any payment is made to such recipient) to comply with the applicable requirements for avoiding all withholding Taxes under FATCA (clauses (A), (B) and (C), the "Non-Indemnifiable Taxes"). Nothing contained in this Section 2.19(a) shall require the applicable Agent or any Lender to make available its tax returns (or any information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(b) In addition, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the DIP Agents (at the direction of the Required Lenders), timely reimburse it for the payment of, any Other Taxes.

(c) The Loan Parties shall jointly and severally indemnify the DIP Agents and each Lender in full in cash, within ten (10) calendar days after demand therefor, for the entire aggregate amount of any

Non-Excluded Taxes or Other Taxes (including Non-Excluded Taxes or Other Taxes imposed or asserted at any time in connection with any Loan Document and/or attributable to amounts payable under this Section but excluding (i) any Non-Indemnifiable Taxes, and (ii) any VAT incurred by that Lender or the Administrative Agent to the extent that that Lender or the Administrative Agent (as applicable) determines (acting reasonably and in good faith) that it or any group of which it is a member for VAT purposes is entitled to credit or receive repayment in respect of the VAT from the relevant tax authority) payable or paid by the DIP Agents or such Lender or required to be withheld or deducted from a payment to the DIP Agents or such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by such Lender (with a copy to the DIP Agents), or by the applicable Agent on its own behalf or on behalf of such Lender, shall be conclusive absent manifest error. Where a Secured Party has an option available to it under VAT law that applies as of the Closing Date whether or not to waive an exemption from VAT for a supply or service rendered by it, it shall not waive such exemption from VAT without the prior written consent of the recipient of such supply or service (such consent not to be unreasonably withheld). If any Secured Party waives an exemption without the respective consent, there shall be no obligation on any Loan Party to pay any additional amount in respect of VAT.

(d) Whenever any Taxes are payable by a Loan Party pursuant to this Section 2.19, the applicable Loan Party shall timely pay in cash the full amount to the relevant Governmental Authority and, as promptly as possible thereafter, shall send to the Administrative Agent, for its own account or for the account of the Collateral Agent or relevant Lender, as the case may be, a copy of an original official receipt received by the applicable Loan Party showing payment thereof. If any Loan Party fails to pay any such Taxes when due to the appropriate taxing authority or fails to remit to the DIP Agents the required receipts or other required documentary evidence, the Loan Parties shall indemnify the DIP Agents and the Lenders for any incremental taxes, interest, additions to tax and penalties, and any reasonable expenses arising therefrom or in respect thereto that may become payable by the DIP Agents or any Lender as a result of any such failure.

(e) Each Lender shall severally indemnify the DIP Agents, within ten (10) days after demand therefor, for (i) any Non-Excluded Taxes (that are not Non-Indemnifiable Taxes) or Other Taxes (including Non-Excluded Taxes (that are not Non-Indemnifiable Taxes) or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) attributable to such Lender (but only to the extent that a Loan Party has not already indemnified each DIP Agent for such Non-Excluded Taxes or Other Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.6 relating to the maintenance of a Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the DIP Agents 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 DIP Agents shall be conclusive absent manifest error. Each Lender hereby authorizes the DIP Agents to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to the Lender from any other source against any amount due to DIP Agents under this Section 2.19(e).

(f) Each Lender (or Transferee) that is not a "U.S. Person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two (2) executed original copies of either U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI or W-8EXP and, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest," a certificate

substantially in the form of Exhibit C1—4 (a "Non-Bank Tax Certificate") as applicable, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all applicable payments by the Borrower under this Agreement and the other Loan Documents; provided, however, that any Non-U.S. Lender that is a partnership for U.S. federal income tax purposes or otherwise not the beneficial owner (i.e., who has sold a participation) shall deliver (if applicable) to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two (2) executed original copies of U.S. Internal Revenue Service Form W-8IMY, together with the applicable Form W-8, Form W-9 and other required attachments, and, in the case of any beneficial owner claiming the "portfolio interest" exemption, a Non-Bank Tax Certificate; provided, further, that, in the case of a Non-U.S. Lender that is a partnership, any Non-Bank Tax Certificate may be provided by the Non-U.S. Lender (or Participant) on behalf of the beneficial owner(s), except to the extent such Non-U.S. Lender has sold a participation. Any forms described above shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). Each Non-U.S. Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so. Notwithstanding any other provision of this paragraph, a Non-U.S. Lender (or Participant, if applicable) shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender (or Participant) is not legally able to complete, execute and deliver, or in such Non-U.S. Lender's (or Participant's) judgment such completion, execution or submission would materially prejudice the legal or commercial position of such Lender (or Participant) or subject such Lender (or Participant) to any material unreimbursed cost or expense.

(g) A Lender that is entitled to an exemption from or reduction of any withholding tax other than U.S. federal withholding tax, with respect to payments under any Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law, including a certificate of tax residence (or the specific form required under the relevant double taxation agreement in force) duly issued by the competent tax authorities, as will (i) enable the Borrower to determine whether such payments can be made without withholding or at a reduced rate of withholding or (ii) permit such payments to be made without withholding or at a reduced rate of withholding, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's judgment such completion, execution or submission would not materially prejudice the legal or commercial position of such Lender or subject such Lender to any material unreimbursed cost or expense. Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

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

would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any party to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Loan Party or any other Person. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person. Nothing contained in this Section 2.19(h) shall require any party to make available its tax returns (or any information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(i) At the times specified in Section 2.19(f), each Lender (or Transferee) that is a "U.S. Person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two (2) properly completed and duly signed original copies of IRS Form W-9 or any successor form that such Lender is entitled to provide at such time, in order to qualify for an exemption from United States backup withholding requirements.

(j) On or before the date any DIP Agent becomes a party to this Agreement, such DIP Agent shall deliver to the Borrower whichever of the following is applicable: (i) if such DIP Agent is a U.S. Person, executed copies of IRS Form W-9 certifying that such DIP Agent is exempt from U.S. federal backup withholding or (ii) if such DIP Agent is not a U.S. Person, (A) with respect to payments received for its own account, executed copies of IRS Form W-8ECI and (B) with respect to payments received on account of any Lender, executed copies of IRS Form W-8IMY (together with all required accompanying documentation) certifying that such DIP Agent is either (x) a "qualified intermediary" and that it assumes primary withholding responsibility under Chapters 3 and 4 of the Code and primary Form 1099 reporting and backup withholding responsibility for payments it receives for the account of others or (y) a "U.S. branch" and may be treated as a U.S. person for purposes of applicable U.S. federal withholding Tax. At any time thereafter, such DIP Agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the reasonable request of the Borrower. Notwithstanding anything to the contrary in this Section 2.19(j), such DIP Agent shall not be required to provide any documentation that such DIP Agent is not legally eligible to deliver as a result of a Change in Law after the Closing Date.

(k) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Lender or the Administrative Agent has complied with such Lender's or the Administrative Agent's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.19(k), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(l) A Lender shall notify the Borrowers reasonably promptly if it becomes aware that it is, or has become a Non-Cooperative Jurisdiction Resident Party. Upon the reasonable request of the Borrower or, as the case may be, the Guarantor each Lender shall, within ten (10) Business Days, (i) notify the Borrower or Guarantor in which jurisdiction the relevant Lender is tax resident and in which jurisdiction

the lending office is located for tax purposes, and (ii) provide the Borrower or Guarantor with the documentation and information reasonably requested.

(m) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(n) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 2.19, include any Conduit Lender.

(o) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to Section 2.19(f), (g), (h), (i) or (k).

2.20 Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of SOFR Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from SOFR Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of SOFR Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.20 submitted to the Borrower by any Lender which is submitted within one hundred and eighty (180) days of the incurrence of any loss or expense covered by this Section 2.20 with appropriate detail demonstrating how such amounts were derived shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. This Section 2.20 shall not apply to Taxes, which shall be governed by Section 2.19.

2.21 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use commercially reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of eliminating or reducing amounts payable pursuant to Section 2.18 or 2.19(a); provided, that the making of such filing or such designation is made on terms that, in the reasonable judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage (except to a de minimis extent), and provided, further, that nothing in this Section 2.21 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a). The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

2.22 Replacement of Lenders.

(a) The Borrower shall be permitted to replace any Lender that (A) requests reimbursement for amounts owing pursuant to Section 2.18 or 2.19(a) or (B) defaults in its obligation to make Loans

hereunder, or is otherwise a Defaulting Lender with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) prior to any such replacement, such Lender shall have taken no action under Section that has or will eliminate the continued need for payment of amounts owing pursuant to Section 2.18 or 2.19(a), (iii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement (whether or not then due), (iv) the Borrower shall be liable to such replaced Lender under Section 2.20 if any SOFR Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (v) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Required Lenders, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (vii) until such time as such replacement shall be consummated (and thereafter, to the extent related to such earlier time), the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.18 or 2.19(a), as the case may be, (viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the DIP Agents or any Lender shall have against the replaced Lender, and (ix) in connection with the replacement of a Lender pursuant to clause (A) above, such replacement results in a reduction of the amounts owing pursuant to Section 2.18 or 2.19(a).

(b) If, in connection with any proposed amendment, modification, waiver or termination pursuant to Section 10.1 (a "Proposed Change") requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders (or, in the case of a consent, waiver or amendment involving directly and adversely affected Lenders, at least 50.1% of such directly and adversely affected Lenders) to such Proposed Change is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this clause (b) being referred to as a "Non-Consenting Lender"), then, at the Borrower's request or a Person or Persons reasonably acceptable to the Administrative Agent and the Required Lenders (provided that any Non-Consenting Lender shall not count towards such determination), shall have the right (but shall have no obligation) to purchase from such Non- Consenting Lenders, and such Non-Consenting Lenders agree that they shall, upon the Borrower's request, sell and assign to such Person, all of the Loans and Loan Commitments of such Non-Consenting Lenders for an amount equal to the principal balance of all Loans held by the Non-Consenting Lenders and all accrued interest and fees with respect thereto through the date of sale, such purchase and sale to be consummated at par pursuant to an Assignment and Assumption in accordance with Section 10.6(b)(i) of this Agreement. Any such required sale and assignment shall be treated as a prepayment for purposes of Section 2.20 and the Borrower shall be liable for any amounts payable thereunder as a result of such sale and assignment.

2.23 Limitation on Additional Amounts, Etc. Notwithstanding anything to the contrary contained in Section 2.18 of this Agreement, unless the Administrative Agent or a Lender gives notice to the Borrower that it is obligated to pay an amount under any such Section within two hundred seventy (270) calendar days after the later of (x) the date the Lender incurs the respective increased costs, Non-Excluded Taxes, Other Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital or (y) the date such Lender has actual knowledge of its incurrence of the respective increased costs, Non- Excluded Taxes, Other Taxes, loss, expense or liability reductions in amounts received or receivable or reduction in return on capital, then such Lender shall only be entitled to be compensated for such amount by the Loan Parties pursuant to Section 2.18 to the extent the costs, Non-Excluded Taxes, Other Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital are incurred or suffered on or after the date which occurs two hundred seventy (270) calendar days prior to such Lender giving notice to the Borrower that it is obligated to pay the respective amounts pursuant to Section 2.18; provided, that if the circumstances giving rise to such claim is retroactive, then such two hundred seventy- (270-) calendar day period referred to above shall be

extended to include the period of retroactive effect thereof. This Section 2.23 shall have no applicability to any Section of this Agreement other than Section 2.18.

2.24 Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Determination Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Determination Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Determination Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Determination Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.24(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Determination Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.24, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.24.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Determination Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Determination Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such

unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Determination Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Reference Rate, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, in each case with respect to the Term SOFR Reference Rate, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

2.25 [Reserved].

2.26 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then from the date on which such Lender becomes a Defaulting Lender until such date as such Lender ceases to be a Defaulting Lender, any amount payable to such Defaulting Lender hereunder may, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a non-interest-bearing account and, subject to any applicable Requirements of Law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, (iii) third, if so determined by the Administrative Agent and Borrower, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement, (iv) fourth, pro rata, to the payment of any amounts owing to the Borrower or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by the Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement and (v) fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that, if such payment is a prepayment of the principal amount of any Loans which a Defaulting Lender has funded, such payment shall be applied solely to prepay the Loans of all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender. The rights and remedies against a Defaulting Lender under this Section 2.26 are in addition to other rights and remedies that the Borrower, the Administrative Agent and the non- Defaulting Lenders may have against such Defaulting Lender. The arrangements permitted or required by this Section 2.26 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the pro rata sharing provisions or otherwise. Default Interest due under Section 2.14(f) shall not accrue on the overdue Loans of such Lender so long as it is a Defaulting Lender. No Unfunded Facility Fee will accrue or be payable for the account of any Defaulting Lender in respect of any unfunded Loan Commitment of such Defaulting Lender. Each Defaulting Lender's right to approve or disapprove any amendment, waiver or consent shall be restricted as set forth in Section 10.1.

SECTION 3

[RESERVED]

SECTION 4

REPRESENTATIONS AND WARRANTIES

To induce the DIP Agents and the Lenders to enter into this Agreement and to induce the Lenders to provide the Loan Commitments and make the Loans hereunder, the Borrower hereby represents and warrants to the Administrative Agent and each Lender, for and on behalf of itself (and, to the extent expressly specified, for and on behalf of its Subsidiaries) (provided that, each representation and warranty made in respect of any Foreign Subsidiary shall be subject to the Legal Reservations, Security Principles and Perfection Requirements), on each of the Restatement Date and each Borrowing Date (each, a "Credit Date"), that the following statements are true and correct:

4.1 Financial Condition.

(a) All financial statements, balance sheets and similar financial deliverables required to be delivered by or on behalf of any Loan Party under this Agreement or any other Loan Document (i) are complete and correct in all material respects, (ii) have been prepared in reasonable detail and in good faith by or on behalf of such Loan Party, (iii) present fairly in all material respects the financial position and results of operations of such Loan Party and, if applicable, its Subsidiaries and (iv) if delivered pursuant to Sections 6.1, 6.2 and/or 6.10, have been prepared in accordance with the applicable requirements thereof.

(b) The audited consolidated financial statements of Holdings and its Subsidiaries as at December 31, 2023 and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of cash flows for the year ended on such date, reported on by and accompanied by a report from Ernst & Young ShinNihon LLC, as the case may be, present fairly in all material respects the consolidated financial condition of Holdings and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the fiscal year then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with the applicable Accounting Principles applied consistently throughout the period involved (except as approved by the aforementioned firm of accountants and disclosed therein).

4.2 No Change. Since the Petition Date, there shall not have occurred any event, circumstance or change that would reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect, other than to the extent resulting from, or arising in connection with, the Chapter 11 Cases.

4.3 Existence; Compliance with Law. Each Loan Party (a) is duly organized, incorporated, validly existing and, where applicable, in good standing under the laws of the jurisdiction of its organization, (b) each Loan Party and each other Chapter 11 Debtor, upon entry of the applicable Order, and each other Subsidiary of any Loan Party, has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with (x) the applicable Order and (y) all Requirements of Law, except, in the case of this clause (y), to the extent

resulting directly from the Chapter 11 Cases or where the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

4.4 Power; Authorization; Enforceable Obligations. Subject to the applicable Order, each Loan Party has the power, authority and legal right to enter into this Agreement and the other Loan Documents to which it is a party, and to perform its Obligations hereunder and thereunder (and, in the case of the Borrower, to borrow the Loans). Each Loan Party has taken all necessary organizational actions and all applicable actions required under the applicable Order to authorize the execution, delivery and performance of the Loan Documents to which it is a party and its Obligations thereunder and, in the case of the Borrower, to authorize the borrowing of Loans on the terms and conditions of this Agreement. Subject to entry of the applicable Order by the Bankruptcy Court, no material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the Transactions, except consents, authorizations, filings and notices which (i) have been obtained or made prior to or on the Closing Date and which shall be full force and effect as of the Restatement Date and each other Credit Date or (ii) may be reasonably required by the Administrative Agent or any Lender in connection with enforcement of their rights under the Loan Documents. Each Loan Document has been duly executed and delivered on behalf of each Loan Party thereto. Subject to entry of the applicable Order, this Agreement constitutes, and each other Loan Document constitutes or, upon execution will constitute, as applicable, a legal, valid and binding obligation of each Loan Party thereto, subject to the Legal Reservations and Perfection Requirements, enforceable against each such Loan Party in accordance with its terms.

4.5 No Legal Bar; Consents and Filings. Subject to entry of the Orders, the Transactions will not violate any material Requirement of Law or any Organizational Document of any Loan Party or any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Organizational Document (other than the Liens created by the Security Documents or pursuant to the Orders).

4.6 Litigation. Except as set forth on Schedule 4.6 and other than the Chapter 11 Cases (or any litigation or proceeding arising from or resulting from the Chapter 11 Cases), before and after giving effect to the Transactions, there is (i) no litigation or proceeding of or before any arbitrator or Governmental Authority which is pending or, to the best knowledge of each Loan Party, threatened by or against any Loan Party or any of its Subsidiaries or against any of their respective properties or revenues that would reasonably be expected to have a Material Adverse Effect and (ii) to the reasonable knowledge of any Loan Party, no active investigation by any Governmental Authority of any Loan Party or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect.

4.7 No Default. No Default or Event of Default has occurred and is continuing or would result from this Agreement or the other Loan Documents being effective in accordance with its or their respective terms, or the making of any Loans (or other extensions of credit) under this Agreement.

4.8 Ownership of Property; Liens. Subject to entry of the applicable Order and except as in the aggregate would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each of its Subsidiaries has marketable title to, or a valid leasehold interest in, all its real property, and marketable title to, or a valid leasehold interest in, all its material other property, and none of such property is subject to any Lien except any Permitted Lien.

4.9 Material Contract; Licenses; Intellectual Property. Subject to entry of the applicable Order and except as in the aggregate would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each of its Subsidiaries has all necessary licenses, permits, franchises and other rights necessary for the conduct of its business and for the intended use of its properties and assets to the extent

necessary to ensure no material interruption in cash flow. The consummation of the Transactions will not give rise to a right of termination in favor of any party to any Material Contract (other than any Loan Party) which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Subject to the Orders, each Loan Party and each of its Subsidiaries owns, or is licensed or otherwise has the right to use, all Intellectual Property necessary for the conduct of its business as currently conducted except to the extent that a failure would not reasonably be expected to have a Material Adverse Effect. (i) Except as would not reasonably be expected to have a Material Adverse Effect in the aggregate, no claim has been asserted and is pending by any Person against any Loan Party or any of its Subsidiaries challenging or questioning the use by such Loan Party or Subsidiary of any Intellectual Property owned by such Loan Party or any of its Subsidiaries, or the validity or effectiveness of any such Intellectual Property, and (ii) nor does the Borrower or such Loan Party have knowledge of any valid basis for any such claim. Except as would not reasonably be expected to result in a Material Adverse Effect, to the knowledge of the Borrower, the use of Intellectual Property by such Loan Party and any of its Subsidiaries does not infringe on the rights of any Person in any material respect.

4.10 Taxes. Except for any failure, lien, filing or claim, as applicable, that would not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect or, with respect to taxes and assessments, if the amount or validity thereof is being contested in good faith by appropriate proceedings and reserves in conformity with the applicable Accounting Principles with respect thereto have been provided on the books of the relevant Loan Party or its Subsidiaries: (i) (x) each Loan Party (except Holdings) and each of its Subsidiaries has and (y) with respect to any taxable period during which the Borrower or any of its Subsidiaries is a member of a consolidated, unitary, combined or similar tax group in which Holdings is the common parent, Holdings has, in each case of clauses (i)(x) and (i)(y), filed or caused to be filed all tax returns that are required to be filed and has paid all taxes (including any interest, additions to tax or penalties applicable thereto) due and payable (whether or not shown on a tax return) and any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any tax the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with the applicable Accounting Principles have been provided on the books of the relevant Loan Party or its Subsidiaries); (ii) no tax Lien has been filed (other than Permitted Liens); and (iii) no claim is being asserted with respect to any such tax, fee or other charge.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used by any Loan Party or any of its Subsidiaries (a) for purposes of "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect in violation of Regulation U or (b) for any purpose that violates the provisions of the Regulations of the Board.

4.12 Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Loan Party or any of its Subsidiaries pending or, to the knowledge of such Loan Party or any of its Subsidiaries, threatened by any employees of any Loan Party or any Subsidiaries; (b) hours worked by and payment made to employees of each Loan Party and any of its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from each Loan Party or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of such Loan Party or the applicable Subsidiary.

4.13 ERISA and Pension Matters. Except as would not reasonably be expected to result in a Material Adverse Effect, (i) neither a Reportable Event (except to the extent resulting directly from the filing of the Chapter 11 Cases) nor a failure to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five (5)-year period prior to

the date on which this representation is made or deemed made with respect to any Single Employer Plan, (ii) each ERISA Plan during such five-year period has complied with the applicable provisions of ERISA and the Code, and (iii) no termination of a Single Employer Plan has occurred, and no Lien on the assets of any Loan Party in favor of the PBGC or an ERISA Plan has arisen, during such five (5)-year period. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Single Employer Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits by an amount that would reasonably be expected to result in a Material Adverse Effect. No Loan Party nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect. So far as the Borrower is aware, other than the UK Plans, the accrued benefit obligations of each Foreign Plan based on those assumptions used to fund such Foreign Plan with respect to all current and former participants do not exceed the assets of such Foreign Plan by an amount that would reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, (x) each Foreign Plan that is required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities, and (y) each Foreign Plan is in compliance with all provisions of applicable law and all applicable regulations and published interpretations thereunder with respect to such Foreign Plan.

4.14 Investment Company Act. No Loan Party nor any of its Subsidiaries is an "investment company," or a company "controlled" by an "investment company," required to be registered within the meaning of the Investment Company Act of 1940, as amended.

4.15 Subsidiaries. Attached hereto as Schedule 4.15 is an organization chart of each Loan Party and its Subsidiaries as of the Restatement Date. As of the Restatement Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of such Loan Party or any of its Subsidiaries, except as created by the Loan Documents.

4.16 Use of Proceeds. Subject to the Orders, all proceeds of the New Money Loans shall be used solely (a) to fund the repayment in full of the Maturing Loans, together with all other amounts (including any Existing Credit Agreement Exit Fee) due and payable under the Existing Credit Agreement in connection therewith, and (b) to the extent that the aggregate principal amount of the New Money Loans exceeds the amount required to fund such repayment, at all times in accordance with the Approved Budget (subject to Permitted Variances), (i) for working capital and general corporate purposes of the Loan Parties and their Subsidiaries during the Chapter 11 Cases (excluding the repayment of any Indebtedness), (ii) to fund Plan of Reorganization distributions, if applicable, (iii) to fund the Carve Out upon the delivery of a Carve Out Trigger Notice (as defined in the Orders) and (iv) to enable the Loan Parties and their Subsidiaries to make all permitted payments of costs of administration of the Chapter 11 Cases; *provided*, *however*, that, in no event shall any proceeds of the Loans be used (x) to investigate (including discovery proceedings), challenge, object to, contest or raise any defense to, or initiate or prosecute any claims, causes of action, adversary proceedings or other litigation against, the validity, security, perfection, priority, extent or enforceability of any amount due under or the Liens or claims granted under or in connection with the Junior DIP Loan Documents or the Prepetition Loan Documents and (y) in any manner inconsistent with Sections 4.11 and 4.22, or any other provision in this Agreement or in any other Loan Document or in any manner inconsistent with the Approved Budget and the Orders.

4.17 Environmental Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties currently or formerly, owned, leased or operated by any Loan Party or any of its Subsidiaries (the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected to give rise to liability under, any applicable Environmental Law;

(b) no Loan Party nor any of its Subsidiaries has received any notice of any violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by such Loan Party or any of its Subsidiaries (the "Business"), nor does such Loan Party or any of its Subsidiaries have actual knowledge that any such notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location that would reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that would reasonably be expected to give rise to liability under, any applicable Environmental Law;

(d) with respect to any liability arising under any Environmental Law, no judicial proceeding or governmental or administrative action is pending or, to the best knowledge of each Loan Party or any of its Subsidiaries, threatened, to which such Loan Party or any of its Subsidiaries is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Loan Party or any of its Subsidiaries or otherwise in connection with the Business, in violation of or in amounts or in a manner that would reasonably be expected to give rise to liability under Environmental Laws;

(f) the Properties and all operations at the Properties are, and within the past five (5) years have been, in compliance with all applicable Environmental Laws, and there is no contamination at, under or about the Properties that would reasonably be expected to give rise to liability under Environmental Laws or any violation of any Environmental Law with respect to the Properties or the Business; and

(g) no Loan Party nor any of its Subsidiaries has assumed, by express contract, any liability of any other Person under Environmental Laws.

4.18 Accuracy of Information, Etc. No written factual information with respect to any Loan Party or any of its Subsidiaries contained in this Agreement, any other Loan Document, the Approved Budget, each Variance Report or any other factual document, certificate or statement (other than (i) any projections, pro formas, budgets, estimates or other information of a forward looking nature with respect to such Loan Party or any of its Subsidiaries, (ii) information of a general economic nature or industry data or (iii) third party industry data which neither the Borrower nor such Loan Party has independently verified and as to which neither the Borrower nor such Loan Party makes any representation) furnished by or by Persons directed on behalf of such Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole, contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not materially misleading in light of the circumstances under which such statements are made and after giving effect to any supplements thereof. The projections and

pro forma financial information contained in the materials referenced above were, and the projections hereafter delivered, when delivered, will be, based upon good faith estimates and assumptions believed by management of each Loan Party to be reasonable at the time made and no Loan Party knows as of the Restatement Date any fact making such estimates and assumptions no longer true in any material respects, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact, such financial information is subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their respective Subsidiaries, no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.19 **Security Documents**. Subject to the Legal Reservations, the Perfection Requirements, the Guarantee Limitations and Security Principles and the provisions, limitations and/or exceptions set forth in this Agreement and/or any other Loan Document, this Agreement and the Security Documents, taken together with the Interim Order and/or the Final Order, as applicable, are effective to create in favor of the Administrative Agent, for the benefit of the Lenders and any other Secured Parties valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens (including, in respect of the English Loan Parties and any Security Documents that they may be a party to, filing with the Registrar of Companies at Companies House) on, and security interests in, the Collateral pledged under the Loan Documents and/or the Orders, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out. Pursuant to the terms of the Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests (except for Collateral under Foreign Security Documents, the perfection of which shall be subject to the laws applicable to the corresponding jurisdiction). Pursuant to and to the extent provided in the Orders, the Obligations of the Loan Parties under this Agreement will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases under section 364(c)(1) of the Bankruptcy Code, having priority over all administrative expense claims and unsecured claims against such Loan Parties now existing or hereafter arising, of any kind whatsoever, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

4.20 **[Reserved].**

4.21 **Sanctions; Anti-Money Laundering Laws; Anti-Corruption Laws.** To the extent applicable, each Loan Party and each of its Subsidiaries is in compliance, in all material respects, with (i) Sanctions, including the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (ii) applicable portions, if any, of the Patriot Act and other applicable Anti-Money Laundering Laws, and (iii) Anti-Corruption Laws. Each Loan Party has instituted and maintains or is subject to policies and procedures reasonably designed for each Loan Party and each of its Subsidiaries to achieve compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

(b) (i) No Loan Party nor any Subsidiary of such Loan Party or, any of its or its Subsidiaries' respective directors or officers, or to the knowledge of any Loan Party, any of its or its Subsidiaries' respective employees or agents that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person and (ii) neither the Borrower nor any other Loan Party will use the proceeds of the Loans or otherwise make available such proceeds to any Person, (A) for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country, in each case, in violation of applicable Sanctions, or (B) in any other manner that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Agent, Lender,

the Borrower, such Loan Party or any of their respective Subsidiaries or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document.

(c) No part of the proceeds of the Loans will be used by any Loan Party nor any of its Subsidiaries 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 any applicable Anti-Corruption Laws.

(d) This Section shall not, and nothing in this Agreement or any other Loan Document shall, (i) apply to the extent that this Section and/or any obligations of any Person under or in relation to this Section would violate or expose any such Person (or any directors, officers, employees, agents, management, advisers or (in each case) Affiliates thereof) to any liability under any Blocking Law that is in force from time to time or (ii) create or establish an obligation or right for any person to the extent that, by agreeing to it, complying with it, exercising it, having such obligation or right, or otherwise, such Person (or any directors, officers, employees, agents, management, advisers or (in each case) Affiliates thereof) would be in violation of any Blocking Law (or similar), and any representation or undertaking made in or pursuant to this Agreement and in particular this Section 4 shall be so limited in relation to such person and to that extent shall not be made by nor apply to any such person.

4.22 Initial Budget. A true and complete copy of the Initial Budget, as agreed to with the Required Lenders as of the Restatement Date, is attached as Exhibit F.

4.23 Orders. The Final Order is in full force and effect and has not been vacated, reversed, stayed or rescinded or, without the prior written consent of the Administrative Agent (at the direction of the Required Lenders in their sole discretion) or the Required Lenders, in their sole discretion, amended, restated, amended and restated, supplemented, extended or otherwise modified, and no appeal of such Final Order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

4.24 Bankruptcy Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date, in accordance with applicable Requirements of Law and proper notice thereof under the circumstances, and proper notice of (x) the DIP Amendment Motion and (y) the hearings for the approval of the Amendment Final Order have been held by the Bankruptcy Court.

(b) Subject to the entry of the Amendment Final Order, the Obligations will constitute DIP Superpriority Claims (as defined in the Final Order) having the priority set forth in the Final Order.

(c) Subject to the entry of the Amendment Final Order, and pursuant to and to the extent provided in the Final Order, the Obligations will be secured by valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Collateral, in each case, having the priorities set forth in the Final Order and subject only to the Permitted Liens and the Carve Out.

4.25 Registered Address. Each Loan Party maintains a registered address in its original jurisdiction of formation.

4.26 Outbound Investment Rules. No Loan Party or any of its Subsidiaries is a "covered foreign person" as that term is used in the Outbound Investment Rules.

SECTION 5

CONDITIONS PRECEDENT

5.1 Conditions to Restatement Date. This Agreement shall become effective as of the Business Day (the "Restatement Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to, or waived by, the Required Lenders:

(a) Credit Agreement; Security Documents; Loan Documents. The Administrative Agent shall have received a copy of each of the following documents, in each case, duly executed and delivered by each of the parties thereto and in form and substance satisfactory to Deutsche Bank: (i) this Agreement; (ii) a reaffirmation agreement with respect to the Guaranty, the Security Agreement and the other Loan Documents; and (iii) an amendment to the JSAAA. Each Lender party hereto hereby directs the DIP Agents and the Joint Security Agent to execute and deliver each of the foregoing documents to which such DIP Agent or Joint Security Agent is party.

(b) Restatement Date Funding. No less than $1,100,000,000 in the aggregate, consisting of the Loans and the Junior Tranche A-1 DIP Loans, shall be funded (or, in the case of Rolling Loans, deemed funded) on the Restatement Date following entry of the Amendment Final Order.

(c) Initial Budget/Approved Budget. Not later than five (5) Business Days prior to the Restatement Date, the Chapter 11 Debtors shall have delivered a proposed Initial Budget to Deutsche Bank, which proposed Initial Budget shall be materially consistent in form and substance with the proposed budget to be delivered on or about June 12, 2026 pursuant to the Amendment Final Order.

(d) Organizational Documents; Evidence of Authority; Tax Forms. The Administrative Agent shall have received (i) a copy of each Organizational Document of each Loan Party, to the extent applicable, and in relation to Domestic Loan Parties only, certified as of a recent date by the appropriate governmental official or member of the governing body of the relevant Loan Party (or such other date acceptable to the Required Lenders), each dated the Restatement Date or a recent date prior thereto (or such other date acceptable to the Required Lenders); (ii) signature and incumbency certificates (with respect to Subsidiary Guarantors incorporated in Italy, a *visura camerale*) of the officers of such Person executing any Loan Documents to which it is a party; (iii) if applicable, resolutions of the Board of Directors or similar governing body of each Loan Party approving and authorizing the borrowing of the Loans and incurrence of Obligations and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party or by which it or its assets may be bound as of the Restatement Date, certified as of the Restatement Date by a Responsible Officer of such Loan Party as being in full force and effect on and as of the Restatement Date without modification or amendment; (iv) where applicable in respect of the Domestic Loan Parties only, a good standing certificate or any other similar official document or excerpt from the applicable Governmental Authority or commercial register of each Domestic Loan Party's jurisdiction of incorporation, organization or formation, each dated a recent date prior to the Restatement Date; (v) [reserved]; (vi) if applicable, in respect of the Foreign Loan Parties only, confirming that, subject to the Guarantee Limitations, borrowing or guaranteeing or securing (as relevant) the total Commitments hereunder would not cause any borrowing, guarantee or security or similar limit binding on it to be exceeded; and (vii) such other documents as Administrative Agent or any Lender may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance satisfactory to Deutsche Bank.

(e) Legal Opinions. The Administrative Agent shall have received the following executed customary legal opinions dated as of the Restatement Date:

(i) the legal opinion of Kirkland & Ellis LLP, New York counsel to the Loan Parties, in form and substance satisfactory to Deutsche Bank; and

(ii) the legal opinion of Bass, Berry & Sims PLC, Tennessee counsel to the Borrower, in form and substance satisfactory to Deutsche Bank.

(f) Filings, Registrations and Recordings. The Administrative Agent shall have received each document (including any Uniform Commercial Code financing statement) required by the Security Documents (other than the Post-Closing Foreign Security Documents and other documents set forth in Schedule 6.12 and subject to the Security Principles) or under law or reasonably requested by the Administrative Agent or the Required Lenders to be filed, registered or recorded in order to create, or evidence the creation of, in favor of the Administrative Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such Collateral (other than Collateral located in Germany), in each case, having the priorities set forth in the Orders, in the Restructuring Support Agreement and in the Intercreditor Agreement (if applicable) and subject only to the payment in full in cash of any amounts due under the Carve Out, or as may be required by the Administrative Agent or the Required Lenders in connection with the perfection, protection, recordation, enforcement or administration of the Secured Parties' rights to the Collateral, and each such document shall be in proper form for filing, registration or recordation, as applicable, subject to the Carve Out.

(g) Patriot Act. Each Loan Party shall have provided such documentation and other information, including a certification of beneficial ownership, to the DIP Agent and each Lender in form and substance satisfactory to the DIP Agent and the Lenders at least two (2) Business Days prior to the Restatement Date (to the extent reasonably requested by the DIP Agent or any Lender in writing at least three (3) Business Days prior to the Restatement Date) in connection with applicable "know your customer", Sanctions and Anti-Money Laundering Laws, including without limitation the PATRIOT Act.

(h) Amendment Final Order. The Bankruptcy Court shall have entered on a final basis the Amendment Final Order, which Amendment Final Order shall be in full force and effect and shall not have been vacated, reversed, stayed or rescinded or, without the prior written consent of the Administrative Agent (at the direction of the Required Lenders in their sole discretion) or the Required Lenders, in their sole discretion, amended, restated, amended and restated, supplemented, extended or otherwise modified, and no appeal of the Amendment Final Order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

(i) [Reserved].

(j) Fees and Expenses. All outstanding and reasonable and documented fees and out-of-pocket expenses of the Lender Advisors shall have been paid.

(k) No Default. No Default or Event of Default shall have occurred and be continuing on the Restatement Date.

(l) Material Adverse Effect. Since the DIP Amendment Motion Date and except to the extent arising in connection with the Chapter 11 Cases, there shall not have occurred any event, circumstance or change that could reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect.

(m) Consents. All necessary governmental and third party consents and approvals necessary in connection with the Facility and the transactions contemplated thereby shall have been obtained (without

the imposition of any materially adverse conditions that are not acceptable to the Required Lenders) and shall remain in effect; and no law or regulation shall be applicable in the reasonable judgment of the Required Lenders that restrains, prevents or imposes materially adverse conditions upon the Facility or the transactions contemplated thereby.

(n) Validity and Priority of Liens. The Collateral Agent, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such Collateral, subject to the Legal Reservations and Perfection Requirements, in each case, having the priorities set forth in the Restructuring Support Agreement and the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

(o) [Reserved].

(p) Closing Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer of the Loan Parties, certifying as to the matters set forth in Sections 5.1(k), (l) and (t).

(q) [Reserved].

(r) Junior DIP Amendment. The Borrower shall have delivered to the Administrative Agent a duly executed amendment to, or amendment and restatement of, the Junior DIP Credit Agreement, in form and substance acceptable to Deutsche Bank (the "Junior DIP Amendment").

(s) No Default Under Material Agreements. There shall not occur as a result of, and after giving effect to, the funding of the Loans, a default (or any event which with the giving of notice or lapse of time or both would be a default) under any of the Loan Parties' or their respective Subsidiaries' debt instruments and other material agreements which would permit the counterparty thereto to exercise remedies thereunder (other than any default which the exercise of remedies is stayed by the Bankruptcy Code).

(t) Representations and Warranties. Each of the representations and warranties made by the Loan Parties pursuant to Section 4 and/or pursuant to the Loan Documents and in each certificate or other writing delivered to the Administrative Agent or any Lender pursuant to any Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) immediately prior to, on and as of the Restatement Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(u) Borrowing Notice. The Administrative Agent shall have received a Borrowing Notice in respect of each applicable Loan in accordance with the requirements of Section 2.2.

(v) Bankruptcy Matters. The Chapter 11 Cases shall not have been dismissed or converted into cases under chapter 7 or chapter 11 of the Bankruptcy Code, and no trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

For purposes of determining compliance with any provision of any Loan Document on each Borrowing Date, each Lender shall be deemed to have consented to, approved or accepted, or be satisfied with, such Loan Document or other matter required under such Loan Document, in each case unless the Administrative Agent shall have been notified in writing by such Lender and specifying such Lender's objection thereto prior to the applicable Borrowing Date.

SECTION 6

AFFIRMATIVE COVENANTS

Each Loan Party hereby jointly and severally with each other Loan Party (subject, in the case of any Foreign Loan Party or Foreign Subsidiary, to the Legal Reservations and in accordance with the Security Principles) agrees that, so long as any of the Loan Commitments remain in effect and until the Obligations (other than contingent indemnification obligations surviving after the termination of this Agreement) are paid in full in cash in accordance with this Agreement, each such Loan Party shall, and shall cause each of its Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders, by posting to Intralinks or otherwise):

(a) as soon as available, but in any event (i) on or prior to June 30, 2026, furnish the unaudited consolidated financial statements of Holdings and its Subsidiaries as at the end of the fiscal year of Holdings ended December 31, 2025, and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of cash flows as well as notes disclosures for such fiscal year, all in reasonable detail and prepared in accordance with the applicable Accounting Principles, being IFRS measurement and recognition principles only, without comparative figures for the prior fiscal year; provided that such financial statements will not constitute full IFRS-compliant statements as the presentation and disclosure requirements of IFRS and IFRS 1 will not apply in their entirety, and (ii) within one hundred and twenty (120) calendar days after the end of each fiscal year of Holdings ending thereafter, the consolidated financial statements of Holdings and the Subsidiaries as at the end of such fiscal year, and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of 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 the applicable Accounting Principles, audited and accompanied by a report and opinion (without a "going concern" or like qualification or exception (except for qualifications or exceptions resulting solely from (A) an upcoming maturity date under any Indebtedness, (B) any actual or potential inability to satisfy a financial maintenance covenant on a future date or in a future period and (C) the Chapter 11 Cases)) of an independent registered public accounting firm of nationally recognized standing or another accounting firm reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event, within sixty (60) calendar days after the end of each of the first three (3) fiscal quarters of each fiscal year of Holdings, a consolidated balance sheet of Holdings and the Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations and equity for such fiscal quarter and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations,

stockholders' equity and cash flows of Holdings and the Subsidiaries in accordance with applicable Accounting Principles, subject only to normal year-end adjustments and the absence of footnotes;

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.1(a) and Section 6.1(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Holdings and, if Holdings has any material assets or material liabilities other than equity of the Borrower or liabilities related to debt of the Borrower of any of its Subsidiaries such that such consolidated financial statements of Holdings and the Borrower are materially different, then, consolidating information regarding the Borrower and its Subsidiaries, compliance certificates and other information reasonably requested by the Lenders through the Administrative Agent (other than information subject to confidentiality obligations or attorney-client privilege) shall be provided by the Borrower at the same time such financial statement and certificates are otherwise required to be provided hereunder; and

(d) as soon as available, but in any event, within twenty (20) Business Days after the end of each month (commencing with the first month ending after the Petition Date), a consolidated balance sheet of Holdings and the Subsidiaries as at the end of such month, and the related (i) consolidated statements of income or operations and equity for such month and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of Holdings and the Subsidiaries in accordance with applicable Accounting Principles, subject only to normal year-end adjustments and the absence of footnotes.

All financial statements required to be delivered under this Sections 6.1 shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with the applicable Accounting Principles. With regard to interim financial statements, such interim financial statements will not include all of the information and footnotes required by the applicable Accounting Principles for complete financial statements. However, all adjustments (consisting of normal, recurring accrual) considered necessary for a fair presentation will be included therein.

6.2 Information. Furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders, by posting to Intralinks or otherwise):

(a) concurrently with the delivery of any financial statements pursuant to Section 6.1(a) and (b), (i) an officer's certification on behalf of the Loan Parties that, on and as of such date, no Default or Event of Default shall have occurred or shall be continuing, and (ii) to the extent not previously disclosed to the Administrative Agent, a description of any change in the jurisdiction of organization of any Loan Party and a list of any applications or registrations of Intellectual Property filed in the name of, or acquired by, any Loan Party since the date of the most recent report delivered pursuant to this clause (a) (or, in the case of the first such report so delivered, since the Closing Date);

(b) within five (5) Business Days after the same are sent, copies of all financial statements and reports that the Borrower sends to any Junior DIP Agents or Prepetition Secured Parties or the holders of any class of its debt securities (other than the Lenders) in an aggregate principal amount in excess of $10,000,000 for any one issue or public equity securities and not otherwise required to be furnished to the Lenders under this Agreement or any other Loan;

(c) [reserved]; and

(d) promptly, such additional financial and other information concerning a Loan Party or any of its Subsidiaries as any Lender or the Administrative Agent or any Lender Advisor on behalf of any Lender may from time to time reasonably request, provided that none of the Borrower nor any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to the Administrative Agent, any Lender Advisor or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

6.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent (for the avoidance of doubt, including pursuant to the Bankruptcy Code), as the case may be, all its tax obligations of whatever nature (including any interest, additions to tax or penalties applicable thereto), and filed all tax returns required to be filed, except where (i) the amount or validity thereof is being contested in good faith by appropriate proceedings and reserves in conformity with the applicable Accounting Principles with respect thereto have been provided on the books of the relevant Loan Party or its Subsidiaries or (ii) the failure to pay would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

6.4 Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except (other than in respect of clause (i) above with respect to any Loan Party), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all material real and tangible property useful and necessary in its business in good working order and condition, ordinary wear and tear and damage by casualty excepted, and maintain, renew and keep in full force and effect all material Intellectual Property owned by the Loan Parties, except, in each case, where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, (b) maintain with financially sound and reputable insurance companies insurance (or pursuant to self-insurance to the extent commercially reasonable) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located; (c) other than any Foreign Subsidiaries, provide that each casualty or property insurance policy or general liability policy maintained or required to be maintained by any Loan Party shall (i) name the Administrative Agent, on behalf of the Secured Parties, as loss payee pursuant to a so-called "standard mortgagee clause" or "Lender's loss payable endorsement," with respect to property coverage of such Loan Party, and shall name the Administrative Agent on behalf of the Secured Parties as an additional insured, with respect to general liability coverage, (ii) provide that no action of any Loan Party or any Subsidiary or any other Person shall void any such policy as to the Administrative Agent or the Lenders, and (iii) use commercially reasonable efforts to see that such certificates provide that the insurers shall endeavor to notify the Administrative Agent of any proposed cancellation in accordance with the policy provisions and that the Administrative Agent or the Lenders will have the opportunity to correct any deficiencies justifying such proposed cancellation. The Borrower will, other than in respect of any Foreign Subsidiaries, if any portion of any Mortgaged Property is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or any successor act thereto), either (x) cause the applicable Mortgage to be released in accordance with Section 9.11 hereof or (y) (A) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (B) deliver to the

Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with the applicable Accounting Principles in all material respects shall be made of all material dealings and transactions in relation to its business and activities, and (b) permit representatives of the Administrative Agent or any Lender or any Lender Advisor to visit and visually inspect any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which such person may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time during normal business hours (and upon reasonable notice unless an Event of Default exists) and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Loan Parties and their Subsidiaries with officers and employees of the Loan Parties and their Subsidiaries and with their independent certified public accountants (provided the Borrower is given an opportunity to be present at such meetings); provided, that so long as no Event of Default is continuing, the Borrower shall not be required to pay or reimburse the expenses (to the extent otherwise required to do so hereunder) of the Administrative Agent or any Lender or any Lender Advisor, as applicable, of more than one such visit and inspection during any fiscal year. Notwithstanding anything to the contrary in this Section 6.6, neither the Borrower nor any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

6.7 Notices. Promptly after obtaining knowledge thereof, give notice to the Administrative Agent and the Administrative Agent shall furnish to the Lenders by posting to Intralinks or otherwise of:

(a) the occurrence of any Default or Event of Default or any default or event of default or breach of any provision in the Restructuring Support Agreement or the Orders;

(b) any litigation, investigation or proceeding affecting any Loan Party or any of its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect, or any development or event in respect of any litigation described on Schedule 4.6 which could be expected to be materially adverse to the interests of Borrower and its Subsidiaries;

(c) the following events, as soon as possible and in any event within ten (10) calendar days after any Responsible Officer of any Loan Party or any of its Subsidiaries knows or has reason to know thereof if such event or events could reasonably be expected to result in a Material Adverse Effect: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to a Single Employer Plan or Multiemployer Plan, the creation of any Lien on the assets of any Loan Party in favor of the PBGC or an ERISA Plan or any withdrawal from, or the termination or Insolvency of, any Multiemployer Plan or; (ii) the institution of proceedings or the taking of any other action by the PBGC or any Loan Party or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination or Insolvency of, any Single Employer Plan or Multiemployer Plan; and

(d) any development or event that has had or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Loan Party or any applicable Subsidiary proposes to take with respect thereto.

6.8 Environmental Laws.

(a) Comply in all material respects with, and use commercially reasonable efforts to ensure compliance in all material respects by all tenants and subtenants, if any, at the Properties with, all applicable Environmental Laws, and obtain and comply in all material respects with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case, to the extent that any such failure to do so would not reasonably be expected to have a Material Adverse Effect. This clause (a) shall be deemed not breached by a noncompliance with the foregoing if, upon learning of such noncompliance, any affected Loan Party or any of its Subsidiaries promptly undertakes reasonable efforts to eliminate such noncompliance, and such noncompliance and the elimination thereof, in the aggregate with any other noncompliance with any of the foregoing and the elimination thereof, could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all material investigations, studies, sampling and testing, and all material remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except in each case, to the extent that any such failure to do so would not reasonably be expected to have a Material Adverse Effect. This clause (b) shall be deemed not breached by a failure to comply with such an order or directive if any affected Loan Party or any of its Subsidiaries timely challenges in good faith such order or directive in a manner consistent with all applicable Environmental Laws and pursues such challenge diligently, and the pendency and pursuit of such challenge, in the aggregate with the pendency and pursuit of any other such challenges, could not reasonably be expected to have a Material Adverse Effect.

6.9 Additional Collateral, Etc.

(a) With respect to any personal property or Intellectual Property acquired after the Closing Date by any Loan Party that does not constitute an Excluded Asset as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a valid, enforceable, non-avoidable, fully and properly perfected or recorded Lien, except as otherwise expressly provided for in this Section 6.9, the Security Agreement or any applicable Foreign Security Document, such Loan Party shall, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles except as otherwise provided in the Security Agreement or any applicable Foreign Security Document and in any event subject to the limitations set forth therein, promptly (i) execute and deliver to the Collateral Agent such amendments to the Security Agreement, any applicable Foreign Security Document or such other documents as may be required under applicable law or as the Collateral Agent reasonably deems necessary under the laws of the jurisdiction applicable to such property to grant to the Collateral Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such personal property or Intellectual Property, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out and (ii) take all actions as may be reasonably requested by the Collateral Agent or Required Lenders or required under applicable law to grant to the Collateral Agent, for the benefit of the Secured Parties, the security interests and Liens described in foregoing sub-clause (i), including the filing of Uniform Commercial Code financing statements in such jurisdictions, filings with the United States Patent and Trademark Office and the United States Copyright

Office and any other filing, registration or actions as may be reasonably required by the Security Agreement, any applicable Foreign Security Document or by law or as may be reasonably requested by the Collateral Agent. Notwithstanding the foregoing, all such after-acquired property shall automatically be subject to fully perfected Liens in favor of the Collateral Agent in accordance with the Final Order.

(b) With respect to any Material Owned Real Property (i) acquired after the Closing Date by any Loan Party, not later than (x) five (5) Business Days after the acquisition thereof, provide written notice of the acquisition thereof to the DIP Agents (including the address, purchase price and other relevant details relating to such property) and (y) 60 calendar days after the acquisition thereof (as such date may be extended by the Collateral Agent at the direction of the Required Lenders) or (ii) owned as of the Closing Date by any Loan Party, in each case of the foregoing (i) and (ii), upon the reasonable request by the Collateral Agent (acting at the direction of the Required Lenders), to use commercially reasonable efforts as soon as practicable after such request to grant, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, to the Collateral Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such real property, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out, and to preserve and protect any such Liens and security interests, including (A) filing the Orders in the jurisdiction in which such real property is located, (B) executing and delivering a Mortgage reasonably satisfactory to the Collateral Agent, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property and recorded by a nationally recognized title insurance company in such manner and in such place as is required by law, (C) procuring that all taxes, fees and other charges payable in connection therewith shall be paid in full, and (D) procuring delivery to the Collateral Agent of a copy of, or a certificate as to coverage under and a copy of the flood insurance policy and a declaration page relating to, the insurance policies required by Section 6.5 including, without limitation, flood insurance policies, each of which (i) shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable), (ii) shall name the Collateral Agent, on behalf of the Secured Parties, as additional insured, (iii) in the case of flood insurance, if any, such certificate shall (x) identify the addresses of each property located in a special flood hazard area and (y) indicate the applicable flood zone designation, the flood insurance coverage and the deductible relating thereto. If so requested, such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Collateral Agent shall reasonably require to confirm the validity, perfection and priority of the Lien of any Mortgage against such real property (including a title policy issued by the Title Company, a Survey and local counsel opinion (in form and substance reasonably satisfactory to the Collateral Agent)).

(c) With respect to any new Subsidiary (other than any Excluded Subsidiary) created or acquired after the Closing Date by any Loan Party and other Subsidiaries of Holdings (other than any Excluded Subsidiary) that become a Chapter 11 Debtor in the Chapter 11 Cases, promptly execute and deliver to the DIP Agents such documents, instruments, agreements, and take such actions as may be required to ensure that, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, (x) such Subsidiary becomes a party to this Agreement as a Guarantor and becomes a party to all applicable Security Documents, any Intercreditor Agreement and any other Loan Documents in the same manner as each Subsidiary Guarantor is a party hereto and thereto on the Closing Date and (y) the Collateral Agent, for the benefit of the Secured Parties, obtains valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Capital Stock of such Subsidiary and all property and assets owned by such Subsidiary constituting Collateral, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

(d) Notwithstanding anything in this Agreement or any Security Document to the contrary, (i) the DIP Agents shall not take, and the Loan Parties shall not be required to grant, a security interest in any Excluded Asset and (ii) any security interest required to be granted or any action required to be taken, including to perfect such security interest, shall be subject to the same exceptions and limitations as those set forth in the applicable Security Documents. For the avoidance of doubt, Section 2(c) of the Security Agreement is hereby incorporated by reference, *mutatis mutandis*.

(e) Subject in each case to the Orders, the terms of the Security Documents, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, each Loan Party shall promptly do all such acts (including making filings and registrations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require in favor of the Collateral Agent or its nominee(s)): (i) to complete all steps and actions necessary to perfect any Lien created or intended to be created under or evidenced by the Orders or Security Documents (which may include, but is not limited to, upon the request of the DIP Agents (at the direction of the Required Lenders), use commercially reasonable efforts to enter into account control agreements with respect to any deposit account, securities account or commodities account held by the Loan Parties, in each case as soon as practicable after such request and in form and substance satisfactory to the DIP Agents, the execution of a mortgage (if requested pursuant to Section 6.9(b)), a charge, assignment or other Lien over all or any of the assets which are, or are intended to be, the subject of the Lien granted pursuant to the Orders or Security Documents); and/or (ii) if an Event of Default has occurred and is continuing, to facilitate the realization of the assets which are, or provided they have been perfected, are intended to be, the subject of the Lien granted pursuant to the Orders or Security Document.

(f) Unless the Borrower has given each of the DIP Agents at least ten days' prior written notice, neither the Borrower nor any other Loan Party will change (i) their legal name, (ii) their jurisdiction of organization, (iii) their chief executive office or, (iv) their corporate or legal structure. The Borrower and each other Loan Party agree not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the DIP Agents to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. The Borrower and each other Loan Party agrees promptly to notify the DIP Agents if any material portion of the Collateral owned or held by such Loan Party is damaged or destroyed.

6.10 Additional Chapter 11 Reporting.

(a) Initial Budget/Approved Budget. The Loan Parties acknowledge and agree that the Initial Budget shall be in effect as the Approved Budget at all times until superseded in accordance with Section 6.10(b).

(b) Updated Budget. (i) Not later than 12:00 p.m. New York City time on Friday of each fourth week, commencing with the first Friday following the fourth calendar week after the date of the entry of the First Interim Order (or the successive Business Day if such Friday is not a Business Day) and (ii) the Loan Parties shall deliver to the Administrative Agent and the Lenders an updated budget (an "Updated Budget") covering the 13-week period that commences with the week in which such Updated Budget is delivered, consistent with the form and level of detail set forth in the Initial Budget and showing, Budgeted Operating Disbursements, Budgeted Non-Operating Activities, Budgeted First Day Motion Relief, Budgeted Operating Receipts and the Budgeted Professional Fees and, to the extent any Updated Budget is not objected to by the Required Lenders in their sole discretion within five (5) Business Days of receipt thereof, the Updated Budget shall be deemed accepted and become the Approved Budget; provided, that, in the event the Required Lenders and the Loan Parties cannot agree as to the Updated Budget, such

disagreement shall only give rise to an Event of Default once the 13-week period covered by the prior Approved Budget has ended. Each Approved Budget delivered to the Lenders shall be accompanied by such supporting documentation as reasonably requested by the Required Lenders.

(c) Variance Reporting. Not later than 12:00 p.m., New York City time on each Friday, commencing with the first Friday following the first four (4) full weeks after the Petition Date (or the successive Business Day if such Friday is not a Business Day), the Loan Parties shall deliver to the Administrative Agent and the Lenders a variance report (a "Variance Report") for the immediately preceding four-week period then ended (such period, a "Testing Period") (i) setting forth Actual Operating Disbursements, Actual Non-Operating Activities, Actual First Day Motion Relief, Actual Operating Receipts and Actual Professional Fees of the Loan Parties on a cumulative basis and setting forth all of the variances, as compared to the Budgeted Operating Disbursements, Budgeted Non-Operating Activities, Budgeted First Day Motion Relief, Budgeted Operating Receipts and the Budgeted Professional Fees, respectively, set forth in the Approved Budget for such Testing Period, together with a certificate of the chief financial officer, treasurer or other officer with similar financial or accounting responsibility of Holdings, (ii) explaining in adequate detail all material variances from the Approved Budget for such Testing Period and (iii) certifying compliance by the Loan Parties with requirements set forth in Section 7.1(a) for such Testing Period or identifying and explaining in reasonable detail any non-compliance by the Loan Parties with such requirements. Variances, if any, from the applicable Approved Budget, and any amendments, supplements, modifications or proposed changes to the applicable Approved Budget or Variance Report, shall be subject to Required Lenders; provided that any such variance, amendment, supplement, modification or proposed change shall be deemed to be approved by Required Lenders if (a) the Borrower delivers a request therefor in writing to the Administrative Agent (for further delivery to the Lenders) and Junior DIP Agents, (b) the Required Lenders shall not have objected thereto within five (5) Business Days following the receipt of such request and (c) the Junior DIP Agents have consented thereto.

(d) Liquidity Reporting. Not later than 12:00 p.m., New York City time on each Friday, commencing with the first Friday following the Closing Date (or the successive Business Day if such Friday is not a Business Day), the Loan Parties shall deliver a liquidity certificate (a "Liquidity Certificate") to the Administrative Agent and the Lenders, in form and substance satisfactory to the Required Lenders, stating Liquidity as of the last Business Day of the prior week.

(e) Management Conference Calls; Access to Management. The Borrower (and/or its advisors) shall, at the request of the Required Lenders, (A) participate in a teleconference (the "Management Conference Call") to take place at least once per calendar week (at such time as is reasonably satisfactory to the Required Lenders and the Borrower and its advisors), which Management Conference Call shall (i) involve participation by the CRO, if any, and/or at least one senior member of the professional advisors to the Loan Parties and/or such Lenders and Lender Advisors that elect to participate therein and (ii) be intended for purposes of discussing the Loan Parties' restructuring (including any budget proposed to be the Approved Budget, Variance Reports, Liquidity Reports and any projections) and such other information and matters reasonably related thereto or reasonably requested by any Lender (it being understood that no such response by the Borrower shall require them to disclose or permit the discussion of, any document, information or other matter (x) that constitutes any Loan Party's trade secrets or proprietary information, (y) in respect of which disclosure to the Administrative Agent or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (z) that is subject to attorney client or similar privilege or constitutes attorney work product), and (B) provide to the Lenders and Lender Advisors reasonable access to Loan Parties' management (including, without limitation, the CRO, if any) and professional advisors to the Loan Parties.

(f) Weekly Cash Flow Reporting. On or prior to the Friday of each week, commencing with June 27, 2025, the Borrower shall deliver to the Administrative Agent and the Lenders weekly actual cash flows in the same form as set forth in the Approved Budget with the same level of detail, together with a variance report showing variances on a weekly and cumulative basis at a regional level with explanations for all material variances.

6.11 Bankruptcy Covenants.

(a) Keep the Cash Management Order in effect at all times on and after the Closing Date, and maintain a cash management system in compliance with the Cash Management Order.

(b) Ensure the satisfaction of the Milestones on or before the applicable dates (or any later date approved by the Required Lenders in their sole discretion).

(c) Use commercially reasonable efforts (i) to prepare or cause to be prepared the applicable Loan Documents within the Borrower's control (including all relevant motions, applications, orders, any other required agreements and other documents to effectuate and consummate the restructuring transactions) and to negotiate such documents in good faith, (ii) to provide draft copies of all material motions, documents and other pleadings to be filed in the Chapter 11 Cases to counsel to the Required Lenders and the Lenders as soon as reasonably practicable, and (iii) to consult in good faith with counsel to the Required Lenders regarding the form and substance of any of the foregoing documents in advance of the filing, execution, distribution or use (as applicable) thereof;

(d) Use commercially reasonable efforts to (1) file the Plan of Reorganization and the accompanying disclosure statement with the Bankruptcy Court pursuant to the Milestones, and (2) as soon as practicable following entry of the order approving such disclosure statement by the Bankruptcy Court, cause the solicitation of votes to approve the Plan of Reorganization and seek entry of the confirmation order with respect thereto;

(e) [Reserved];

(f) Oppose any motion filed with the Bankruptcy Court by any person seeking the entry of an order (a) directing the appointment of an examiner with expanded powers or a trustee, (b) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases;

(g) Inform the Lender Advisors as soon as reasonably practicable after becoming aware of: (a) any matter or circumstance which they know to be a material impediment to the implementation or consummation of the restructuring transactions; (b) a breach of any Loan Document; and (c) any representation or statement made or deemed to be made by any Loan Party under any Loan Document which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(h) To the extent reasonably practicable, at the request of the Required Lenders, participate in once-a-week telephonic conferences with the Lenders that agree to receive material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities (without any advance determination of whether such information is material), and the Lender Advisors to provide updates and information related to the Chapter 11 Debtors' restructuring;

(i) Pay and reimburse all professional fees required to be paid pursuant to the Orders or this Agreement in full in cash in immediately available funds subject to any applicable orders of the Bankruptcy

Court (including the Orders) but without the need to file fee or retention applications, all expenses incurred prior to (to the extent not previously paid) the effective date of the Plan of Reorganization;

(j) [Reserved];

(k) Not file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with the Loan Documents without obtaining the prior written consent of the Required Lenders; provided, however that the Chapter 11 Debtors shall be allowed to file such motion, pleading, or other document with respect to the matters set forth in Schedule 4.6 attached hereto but not to agree to any settlement or cash payment with respect thereto without obtaining the prior written consent of the Required Lenders;

(l) Not file any plan of reorganization or motion seeking approval of a sale of all or substantially all of the Loan Parties' assets unless such plan or sale pays the Obligations in full in cash;

(m) Not direct any direct or indirect Subsidiary of the Chapter 11 Debtors to take any action, or fail to take any action, that would be inconsistent with the Loan Documents;

(n) Use all reasonable efforts to take any actions (including instituting proceedings) that are necessary or advisable to protect the Chapter 11 Debtors and Holdings' subsidiaries that are not Chapter 11 Debtors domiciled in the United States from any actions, proceedings, exercises of contractual rights, terminations, defaults, remedies or other adverse actions brought by third parties arising from or in connection with the commencement of the Chapter 11 Cases (including, without limitation, termination of leases and any other Material Contracts) (collectively, "Restructuring Impacts"), which actions may include seeking appropriate protections in non-U.S. jurisdictions;

(o) Maintain at all times the Restructuring Support Agreement in full force and effect with respect to the Plan Sponsors and the Company Parties (as each such term is defined in the Restructuring Support Agreement) (including the Loan Parties).

6.12 Post-Closing Obligations. Take the actions set forth on Schedule 6.12 within the timelines set forth therein (as such timelines may be extended by the Agent with the consent of the Required Lenders; *provided that* any such extension shall be deemed to be provided if (a) the Borrower delivers a request for an extension in writing to the Administrative Agent (for prompt further delivery to the Lenders) and Junior DIP Agents, (b) the Required Lenders shall not have objected thereto in writing to the Administrative Agent within five (5) Business Days following the Administrative Agent's receipt of such consent and (c) to the extent a comparable deadline exists under the Junior DIP Credit Agreement, the Junior DIP Agents have consented thereto in accordance with the applicable covenant in the Junior DIP Credit Agreement).

6.13 Milestones. The Borrower shall comply with the Milestones (as may be waived or extended in the sole discretion of the Required Lenders).

6.14 Conduct of Business. Use commercially reasonable efforts to maintain in full force and effect all necessary licenses, permits, franchises, rights to participate in, or the benefit of valid agreements to participate in, material and other rights necessary for the conduct of its business and for the intended use of its properties and assets to the extent necessary to ensure no interruption in cash flow and use commercially reasonable efforts to preserve intact its and its Subsidiaries' business organization and relationships with third parties.

6.15 Use of Proceeds. The proceeds of the Loans will be used only as provided in Section 4.16.

6.16 [Reserved].

6.17 Know-Your-Customer Requirements. (a) If:

(A) the introduction of or any change in any law or regulation made after the date on which it became a Secured Party under this Agreement; or

(B) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a new Lender,

obliges the DIP Agents, any Lender or (in the case of paragraph (B) above) any prospective new Lender to comply with "know your customer" or similar identification procedures in respect of a Loan Party in circumstances where the necessary information is not already available to it (or, in the case of paragraph (B) above, an existing Lender), that Loan Party shall promptly, upon the request of the DIP Agents or any Lender, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the DIP Agents (for itself or on behalf of any Lender) or any Lender or itself or on behalf of any prospective new Lender in form and substance satisfactory to the DIP Agents and/or Lenders as applicable, provided that such new Lender has complied with any confidentiality undertaking as required in this Agreement in order for the DIP Agents, such Lender or such prospective new Lender to carry out and be satisfied with the results of all necessary "know your customer" or other similar checks it is required by law or regulation (including pursuant to each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended)) to carry out pursuant to the transactions contemplated in the Loan Documents.

(b) Each Lender shall promptly, upon the request of the DIP Agents, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the DIP Agents (for itself or on behalf of any other Secured Party) in form and substance satisfactory to the DIP Agents and/or Lenders as applicable, in order for the DIP Agents or such other Secured Party to carry out and be satisfied with the results of all necessary "know your customer" or similar other checks in relation to any person that it is required to carry out pursuant to the transactions contemplated in the Loan Documents.

6.18 Compliance with Laws. Each Loan Party shall comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.19 Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions. Each Loan Party and each of its Subsidiaries shall comply in all material respects with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions. Each Loan Party shall maintain or be subject to policies and procedures reasonably designed for each Loan Party and each of its Subsidiaries to achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

SECTION 7

NEGATIVE COVENANTS

Each Loan Party hereby agrees that, so long as any of the Loan Commitments remain in effect and until the Obligations (other than contingent indemnification obligations surviving after the termination of this Agreement) are paid in full in cash in accordance with this Agreement, such Loan Party shall not, and shall not permit any of its Subsidiaries to:

7.1 Financial Covenants.

(a) Permitted Variances. Each Friday, commencing on the first Friday following the Restatement Date, on a line-by-line aggregate basis for the related Testing Period, the Loan Parties shall comply with the Budget Variance Test; provided that any noncompliance of this Section 7.1(a) shall not constitute breach of this covenant for purposes of determining an Event of Default so long as the Borrower is in compliance with the Permitted Variances within fourteen (14) calendar days of the date of any such initial noncompliance.

(b) Minimum Liquidity. Commencing on the Closing Date, the Borrower shall not permit Liquidity to be less than $200,000,000.

7.2 Indebtedness. Create, issue, incur, assume, or become liable in respect of any Indebtedness, except, and, in each case, subject to the Approved Budget:

(a) the Obligations;

(b) Indebtedness of (i) any Loan Party owing to any other Loan Party, (ii) any Loan Party owing to any Subsidiary that is not a Loan Party; *provided* that any such Indebtedness shall be subordinated to the Obligations on terms reasonably satisfactory to the Required Lenders and (iii) any Subsidiary that is not a Loan Party owing to any Loan Party, in the case of this clause (iii), in an aggregate principal amount at any time outstanding not to exceed (x) $25,000,000 minus, without duplication, (y) the aggregate amount of Investments made at or prior to such time pursuant to Section 7.7(e); *provided* that any Indebtedness referred to in this clause (b)(iii) shall be incurred in the ordinary course of business and consistent with past practice and shall be used by such Subsidiary that is not a Loan Party solely for working capital and general corporate purposes of such Subsidiary; *provided*, *further*, that any Indebtedness referred to in this clause (b) that is funded with the proceeds of the Loans shall be evidenced by and subject to the Global Intercompany Note and, to the extent owed to a Loan Party, pledged to secure the Obligations pursuant to the terms of the Security Agreement, and the Global Intercompany Note shall not be amended, restated, amended and restated, supplemented or otherwise modified in any manner that is adverse to the interests of the Agents or the Lenders in their capacities as such;

(c) Guarantee Obligations by the Borrower or any Subsidiary of Indebtedness of the Borrower or any other Subsidiary to the extent that such Indebtedness is otherwise permitted to be incurred pursuant to this Section 7.2; provided that, in the case of any Guarantee by any Loan Party of Indebtedness of any Subsidiary that is not a Loan Party, the related Investment is not in violation of Section 7.7; provided, further, that no guarantee by any Subsidiary of any Junior DIP Obligations or obligations under any Prepetition Credit Agreement shall be permitted unless such Subsidiary has also provided a guarantee of the Obligations;

(d) Indebtedness of any Loan Party and any Subsidiaries outstanding on the Petition Date immediately prior to the Chapter 11 Cases in respect of the Prepetition Loan Obligations; provided, that no refinancing, restructuring, renewal, replacement, extension, amendment or other modification to such Indebtedness shall be permitted at any time;

(e) Indebtedness of any Loan Party and/or any Subsidiary thereof (other than Indebtedness referred to in Section 7.2(d)) validly incurred prior to and outstanding on the Petition Date immediately prior to the Chapter 11 Cases, as set forth on Schedule 7.2(e) (as in effect on the Closing Date); provided, that (x) no refinancing, restructuring, renewal, replacement, extension, amendment or other modification to (other than pursuant to the Chapter 11 Cases) such Indebtedness and no additions to Schedule 7.2(e) shall be permitted hereunder at any time after the Closing Date and (y) any Indebtedness of a Loan Party owing to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations on terms reasonably satisfactory to the Required Lenders;

(f) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(g) in an aggregate principal amount not to exceed $10,000,000;

(g) obligations in respect of letters of credit, bank guaranties or similar instruments issued in the ordinary course of business consistent with past practice and of performance, surety, statutory or appeal bonds or with respect to worker's compensation claims or other bonds permitted under Section 7.3;

(h) Indebtedness incurred in the ordinary course of business consistent with past practices in respect of netting services, overdraft protections and otherwise in connection with deposit accounts;

(i) Indebtedness representing deferred compensation or similar arrangements to employees of the Borrower and its Subsidiaries incurred in the ordinary course of business consistent with past practice;

(j) accretion or amortization of original issue discount and accretion of interest paid in kind, in each case, in respect of Indebtedness otherwise permitted by this Section 7.2;

(k) Indebtedness owed to any Person providing property, casualty, business interruption or liability insurance to Holdings (to the extent such obligations or activities of Holdings are related to the Borrower or any of its Subsidiaries), the Borrower or any of their Subsidiaries, provided that such Indebtedness is incurred to finance insurance premiums in respect of such insurance;

(l) to the extent constituting Indebtedness, Guarantee Obligations, incurred in the ordinary course of business consistent with past practices, of the obligations of suppliers, customers, franchisees and licensees of the Borrower and its Subsidiaries;

(m) performance Guarantee Obligations of the Borrower and its Subsidiaries primarily guaranteeing performance of Contractual Obligations of the Borrower or Subsidiaries to a third party and not primarily for the purpose of guaranteeing payment of Indebtedness;

(n) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Subsidiary of the Borrower to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States;

(o) Indebtedness of the Borrower or any other Loan Party under the Junior DIP Loan Documents, so long as (x) [reserved] and (y) the terms and conditions applicable thereto (i) are consistent with those set forth in the Junior DIP Credit Agreement (as in effect on the Restatement Date) and (ii) are not more restrictive than the terms and conditions set forth in this Agreement unless such more restrictive terms and conditions are added for the benefit of the Facility or are otherwise reasonably acceptable to the Required Lenders; provided that (a) Indebtedness incurred thereunder shall be subject to the Intercreditor Agreement, such that, among other things, (i) the Liens securing such Indebtedness shall be junior in priority to the Liens securing the Obligations except with respect to the "DIP Escrow Account" as defined in and set forth in the Orders and (ii) administrative expense claims and other claims with respect to such Indebtedness shall be junior to the administrative expense claims and other claims with respect to the Obligations; (b) such Indebtedness shall not have any obligors that are not Loan Parties; (c) such Indebtedness shall not be secured by any property or asset that does not secure the Loans; (d) such Indebtedness shall not mature or amortize prior to the stated maturity date (whether the Initial Maturity Date or as extended) of the Loans; and (e) no interest, premiums, fees or other similar amounts may be paid in cash in respect of such Indebtedness at any time prior to the repayment in full in cash of the Obligations;

(p) obligations in respect of the AR Facility and other accounts receivables factoring, revolving receivables or securitization or similar financing facilities, in each case, incurred in the ordinary course of business and consistent with past practice (including with respect to the maximum amount of such obligations incurred (it being understood that increases in the maximum amount of such obligations incurred as a result of an increase in the amount of the relevant receivables in the ordinary course of business shall be permitted under this clause 7.2(p))); and

(q) other Indebtedness in an aggregate principal amount not to exceed $5,000,000.

For purposes of determining compliance with any restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus the amount of any premium paid, and fees and expenses incurred, in connection with such extension, replacement, refunding refinancing, renewal or defeasance (including any fees and original issue discount incurred in respect of such resulting Indebtedness).

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except, and, in each case, subject to the Approved Budget:

(a) Liens for taxes, assessments, charges or other governmental levies (i) not overdue for a period of more than sixty (60) calendar days or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with the applicable Accounting Principles or such amounts are not otherwise required to be paid under Section 6.3 or (ii) arising after the Petition Date to the extent the payment thereof is stayed by reason of the Chapter 11 Cases, the applicable Order, or other Bankruptcy Court order, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with the applicable Accounting Principles;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than sixty (60) calendar days or that are being contested in good faith by appropriate proceedings, so long as reserves or other appropriate provisions, if any, as shall be required by the applicable Accounting Principles shall have been made for any such contested amounts;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, contractual or warranty obligation, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions and other similar encumbrances that, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(f) Liens in the United States existing on the Petition Date and available through customary lien searches immediately prior to the Chapter 11 Cases that are set forth on Schedule 7.3(f) (as in effect on the Closing Date);

(g) Liens securing Indebtedness of the Borrower or any of its Subsidiaries incurred pursuant to Section 7.2(f) solely to finance the acquisition, development, construction, restoration, replacement, rebuilding, maintenance, upgrade or improvement of new equipment, fixed or capital assets or real property or the repair or improvement thereof or the refinancing of real property; provided that (i) such Liens and the Indebtedness secured thereby shall be created within one hundred and eighty (180) days after the acquisition, construction, repair or improvement of such new equipment, fixed assets or real property or improvements thereto and (ii) such Liens do not at any time encumber any property other than the equipment, fixed assets or real property (or the real property improved by such improvements) financed by such Indebtedness;

(h) Liens created pursuant to the Security Documents;

(i) contractual or statutory Liens of landlords and Liens of suppliers (including sellers of goods) and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business;

(j) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions (including, for the avoidance of doubt, Liens arising under the general terms and conditions of banks or saving banks (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*)) whether arising by contract or operation of law, incurred in the ordinary course of business so long as such deposits are not intended to be collateral for any obligations;

(k) Adequate Protection Liens;

(l) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or consignments;

(m) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(n) Liens encumbering customary initial deposits and margin deposits, and similar Liens and margin deposits, and similar Liens attaching to commodity trading accounts or other brokerage accounts, in each case incurred in the ordinary course of business;

(o) Liens incurred in connection with the purchase or shipping of goods or assets on the related goods or assets and proceeds thereof in favor of the seller or shipper of such goods or assets;

(p) Liens in favor of customs and revenues authorities which secure payment of customs duties in connection with the importation of goods;

(q) Liens arising out of judgments or awards not constituting an Event of Default under Section 8.1(h) and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(r) any interest or title of a licensor, sublicensor, lessor or sublessor under any license or lease agreement in the ordinary course of business not interfering with the business of the Borrower or any of its Subsidiaries;

(s) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of the Borrower or any of its Subsidiaries;

(t) Liens which arise under Article 2 and Article 4 of the UCC (as defined in the Security Agreement), or the corresponding provisions of the Uniform Commercial Code in other jurisdictions, on items in collection and documents and proceeds related thereto;

(u) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(v) zoning, building codes and other land use or environmental laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property and are not violated by the current use or occupancy of such real property or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries thereon;

(w) Liens securing repurchase obligations under Cash Equivalents;

(x) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(y) pledges or deposits of cash and Cash Equivalents securing deductibles, self- insurance, co-payment, co-insurance, retentions or other similar obligations to providers of property, casualty or liability insurance in the ordinary course of business;

(z) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Borrower and its Subsidiaries;

(aa) Liens arising under any retention of title, extended retention of title (verlängerter Eigentumsvorbehalt), hire purchase or conditional sale agreement or arrangements having similar effect in respect of goods or, in the case of an extended retention of title arrangement, receivables resulting from the sale of such goods supplied to a Loan Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of default or omission by any Loan Party;

(bb) Liens pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (Altersteilzeitgesetz) or Section 7e of the Fourth Book of the German Social Code (Sozialgesetzbuch IV) utility and similar deposits in the ordinary course of business;

(cc) Liens arising under ERISA.

(dd) utility and similar deposits in the ordinary course of business;

(ee) Liens arising under any retention of title, extended retention of title (*verlängerter Eigentumsvorbehalt*), hire purchase or conditional sale agreement or arrangements having similar effect in respect of goods or, in the case of an extended retention of title arrangement, receivables resulting from the

sale of such goods supplied to a Loan Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of default or omission by any Loan Party;

(ff) Liens in respect of liabilities owed to a Loan Party or any other Subsidiary of Holdings only, if and to the extent that Lien is (i) required for the relevant German Loan Party (or its general partner, as the case may be) in order to comply with its obligations under paragraphs 30 and/or 43 of the German Limited Liability Companies Act (GmbHG) or paragraphs 57 and/or 93 of the German Stock Corporation Act (Aktiengesetz) and (ii) in respect of assets of the relevant German Loan Party not subject to, and not required to be become subject to, a Lien in favor of the Collateral Agent;

(gg) Liens pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*) utility and similar deposits in the ordinary course of business;

(hh) Liens securing obligations permitted to be incurred under Section 7.2(d) and (o); *provided* that, in each case such Liens shall be subject to the priorities set forth in the Orders and the Restructuring Support Agreement and subordinated to the Liens created under the Loan Documents pursuant to an Intercreditor Agreement;

(ii) Liens securing obligations permitted to be incurred under Section 7.2(p);

(jj) Liens securing obligations in an aggregate principal amount not to exceed $5,000,000; and

(kk) Liens on cash securing obligations in respect of letters of credit, bank guaranties or similar instruments permitted under Section 7.2(g), which Liens may be senior to the Liens securing the Obligations and may be subject to an Intercreditor Agreement of the type described in clause (ii) of the definition thereof with respect thereto.

7.4 Fundamental Changes. Directly or indirectly enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except, if at the time thereof and immediately after giving effect thereto, no Event of Default or Default shall have occurred and be continuing, (i) a Subsidiary Guarantor may merge into the Borrower (so long as the Borrower is the surviving entity) or another Subsidiary Guarantor, (ii) any Subsidiary may merge into any Subsidiary Guarantor (so long as the Subsidiary Guarantor is the surviving entity), (iii) Dispositions not in violation of Section 7.5, (iv) any non-Loan Party Subsidiary may liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) if Holdings determines in good faith that such liquidation, wind up or dissolution is in the best interest of Holdings and its Subsidiaries, taken as a whole, and is not adverse to the interest of the Lenders, and (v) pursuant to a Plan of Reorganization or 363 Sale which provides for the payment in full in cash of the Obligations.

7.5 Disposition of Property; Mergers. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property or of property no longer used or useful in the conduct of the Borrower and its Subsidiaries, in each case in the ordinary course of business;

(b) the Disposition of Cash Equivalents and sale of inventory in the ordinary course of business;

(c) (i) any of the Borrower and its Subsidiaries may transfer assets to the Borrower or any Subsidiary Guarantor, (ii) any Subsidiary that is not a Guarantor may transfer assets to any other Subsidiary that is not a Guarantor and (iii) any of the Loan Parties may transfer assets to any non-Loan Party Subsidiary to the extent not in violation of Section 7.7;

(d) any of the Borrower and its Subsidiaries shall be permitted to make Permitted Dispositions;

(e) sale or like-kind exchanges of existing assets for similar replacement assets, so long as the receipt of the replacement assets in such sale or exchange occurs promptly following the transfer thereof; provided, that to the extent the assets that were subject to, and exchanged in connection with, such sale or like-kind exchange constituted Collateral, assets acquired in connection therewith shall constitute Collateral;

(f) condemnations and casualty events, so long as the Net Cash Proceeds thereof constituting a Recovery Event is applied in accordance with Section 2.11(b);

(g) issue Capital Stock to qualify directors of the board of directors (or similar governing body) of any Subsidiary of the Borrower where required by applicable law;

(h) the lapse or abandonment in the commercially reasonable business judgment of the Borrower or its Subsidiaries of any registrations or applications for registration of any immaterial Intellectual Property rights;

(i) Dispositions constituting Investments permitted under Section 7.7 or permitted Restricted Payments under Section 7.6;

(j) Dispositions for fair market value made after the Closing Date in an aggregate amount not to exceed $5,000,000 so long as the Net Cash Proceeds thereof is applied in accordance with Section 2.11(b);

(k) the incurrence of Liens permitted hereunder;

(l) Dispositions pursuant to the AR Facility and other accounts receivables factoring, revolving receivables or securitization or similar financing facilities, in each case, incurred in the ordinary course of business and consistent with past practice and permitted under Section 7.2(p); and

(m) Dispositions of Intellectual Property developed in connection with manufacturing of inventory substantially concurrent with the transfer of such inventory, in the ordinary course of business and consistent with past practice.

Subject to the Orders, to the extent the Required Lenders waive the provisions of this Section 7.5 with respect to the sale or other disposition of any Collateral, or any Collateral is sold or disposed of as permitted by this Section 7.5, such Collateral in each case (unless sold or disposed of to a Loan Party) shall be sold or otherwise disposed of free and clear of the Liens created by the Loan Documents.

7.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Loan Party or any of its Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash

or property or in obligations of any Loan Party or any of its Subsidiaries (collectively, "Restricted Payments"), except that, and, in each case, subject to the Approved Budget:

(a) any Subsidiary may make Restricted Payments to (i) the Borrower, Holdings, and Subsidiaries of Holdings and (ii) to each of its other equity holders on a pro rata basis; provided, that such Restricted Payment is required to be made pursuant to the terms of the operating agreement of the applicable Subsidiary;

(b) the Borrower may pay dividends to Holdings to provide for the payment by Holdings of, or to permit Holdings to pay dividends to any of its direct or indirect parent companies to provide for the payment by or any of its direct or indirect parent companies of, customary corporate indemnities owing to directors of the Holdings, or any of its direct or indirect parent companies, the Borrower, Subsidiaries of Holdings or any of their Affiliates in the ordinary course of business; and

(c) the Borrower may directly or indirectly make distributions to Holdings or make payments on behalf of Holdings, solely to the extent necessary to pay the operating and administrative expenses of Holdings (or any of its direct or indirect parent companies) incurred in the ordinary course of its business including, without limitation, reasonable directors' fees and expenses; provided, that, no distributions or payments shall be permitted under this Section 7.6(c) to the extent used to pay any taxes of Holdings other than franchise and similar taxes required to maintain its corporate existence.

7.7 Investments. Make any Investment except, in the case of Borrower and any of Holdings' Subsidiaries, the following, in each case, subject to the Approved Budget:

(a) accounts receivable and other extensions of trade credit by the Borrower and Holdings' Subsidiaries in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) Guarantee Obligations permitted by Section 7.2;

(d) (i) intercompany Investments by any Loan Party or any of its Subsidiaries in the Borrower or any Person that, prior to such Investments, is a Subsidiary Guarantor, and (ii) Investments by any Subsidiary that is not a Guarantor in any other Subsidiary that is not a Guarantor;

(e) intercompany Investments by the Borrower and the other Loan Parties in any Subsidiary that is not a Guarantor; provided, that (i) the aggregate net amount of such Investments (giving effect to returns and offsets) made after the Closing Date shall not exceed (x) $25,000,000 minus, without duplication, (y) the aggregate amount of Indebtedness outstanding at such time pursuant to Section 7.2(b)(iii), (ii) any Investment referred to in this clause (e) shall be made in the ordinary course of business and consistent with past practice and shall be used by such Subsidiary that is not a Guarantor solely for working capital and general corporate purposes of such Subsidiary and (iii) to the extent any Investment referred to in this clause (e) is in the form of an intercompany loan and is funded with the proceeds of the Loans, such Investment shall be evidenced by and subject to the Global Intercompany Note and, to the extent owed to a Loan Party, pledged to secure the Obligations pursuant to the terms of the Security Agreement;

(f) [reserved];

(g) the Borrower and Holdings' Subsidiaries may receive and own Capital Stock or other investments acquired as non-cash consideration pursuant to dispositions permitted under Section 7.5;

(h) the Borrower and Holdings' Subsidiaries may make pledges and deposits permitted under Section 7.3;

(i) the Borrower and its Subsidiaries may hold Investments to the extent such Investments reflect an increase in the value of Investments and would otherwise exceed the limitations herein;

(j) Investments consisting of endorsements for collection or deposit in the ordinary course of business;

(k) Investments in deposit accounts opened and maintained in the ordinary course of business;

(l) Investments received in connection with any bankruptcy or reorganization of, or any good faith settlement of delinquent accounts and disputes with, any customer or supplier arising in the ordinary course of business;

(m) any Investments consisting of deferred compensation owed to employees of Holdings, the Borrower and their respective Subsidiaries;

(n) Investments consisting of loans and advances to directors and employees of any Loan Party or any of its Subsidiaries, solely for purposes of financing travel, entertainment and relocation expenses incurred in the ordinary course of business consistent with past practices, not exceeding $500,000 in the aggregate at any time outstanding;

(o) Investments existing on the Closing Date, directly or indirectly, in any Subsidiary or joint venture of Holdings; and

(p) deposits in the ordinary course of business consistent with past practices to secure the performance of operating leases and payment of utility contracts.

The amount of any Investment shall be the initial amount of such Investment and any addition thereto, as reduced by any repayment of principal (in the case of an Investment constituting Indebtedness) or any distribution constituting a return of capital (in the case of any other Investment).

7.8 Modification of Organizational Documents. Amend, modify or change its Organizational Documents (including, without limitation, by the filing or modification of any certificate or articles of designation) or any agreement entered into by it with respect to its Capital Stock, or enter into any new agreement with respect to its Capital Stock, unless such amendment, modification, change or other action contemplated by this Section 7.8 is not adverse to the interests of the Lenders.

7.9 Optional Prepayments and Modifications of Debt Instruments. (a) Make any optional or voluntary payment (other than (i) payment of any Adequate Protection Fees and (ii) payment of intercompany obligations), prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any Indebtedness (other than the Loans) or (b) amend, modify, waive or otherwise change, or consent or agree to any material amendment, modification, waiver or other change to, any of the terms of any Indebtedness with a principal amount in excess of $10,000,000 (other than the Loans) in a manner materially adverse to the interest of the Lenders, in each case except for any payments specifically approved by the Bankruptcy Court pursuant to (i) the Orders or (ii) a Plan of Reorganization or 363 Sale which provides for the full payment of the Obligations.

7.10 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or

similar fees, in each case, with any Affiliate of Holdings and/or any of its Subsidiaries and with a fair market value in excess of (i) $1,000,000 in the case of any single transaction or series of related transactions or (ii) $5,000,000 in the aggregate in the case of all such transactions entered into after the Closing Date, in each case, unless such transaction is upon fair and reasonable terms no less favorable to the relevant Loan Party or any of its Subsidiaries than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing:

(a) the Borrower and Holdings' Subsidiaries may pay customary fees to, and the out-of- pocket expenses of, its board of directors, employees and officers and may provide customary corporate indemnities for the benefit of members of its board of directors, employees and officers,

(b) Restricted Payments permitted under Section 7.6;

(c) transactions between and among the Borrower and Holdings' Subsidiaries which are in the ordinary course of business and transactions between the Borrower, Holdings and its direct or indirect shareholders in the ordinary course of business with respect to the Capital Stock in Holdings, such as shareholder agreements, registration agreements and including providing expense reimbursement and indemnities in respect thereof;

(d) transactions by Borrower and Holdings' Subsidiaries with customers, clients, joint venture partners, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to Borrower and the Subsidiaries, as determined in good faith by the board of directors or the senior management of the relevant Person, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(e) payroll, travel and similar advances to cover matters permitted under Section 7.7;

(f) the payment of reasonable fees and reimbursement of out-of-pocket expenses to directors of Holdings, Borrower or any of their Subsidiaries;

(g) the Borrower and Holdings' Subsidiaries may pay compensation and benefits (including bonuses) and enter into employee benefit arrangements, indemnities provided for the benefit of, and employment (but excluding any severance) arrangements with, directors, officers, managers, consultants or employees of Holdings, Borrower or any of their Subsidiaries (including in connection with the Transactions and any other transaction permitted hereunder), in each case, solely to the extent made in the ordinary course of business consistent with past practices; and

(h) the Transactions and any transactions contemplated by the Facility, the Orders or the Restructuring Support Agreement.

7.11 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Loan Party or any of its Subsidiaries of any property or containing an obligation of such Loan Party or any of its Subsidiaries to repurchase such property from such Person, which property has been or is to be sold or transferred by such Loan Party or any of its Subsidiaries to such Person (or any Affiliate thereof) or to any other Person (or any Affiliate thereof) to whom funds have been or are to be advanced by such Person (or any Affiliate thereof) on the security of such property or rental obligations of such Loan Party or any of its Subsidiaries.

7.12 Changes in Fiscal Periods. Permit the fiscal year of Holdings or the Borrower to end on a day other than December 31 or change the Borrower's or Holdings' method of determining fiscal quarters;

provided, however that the Borrower may, upon prior written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Required Lenders; provided, further, that as a condition to any such change the Borrower and the Administrative Agent shall, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary or appropriate to reflect such change in fiscal year.

7.13 Negative Pledge Clauses. Other than those existing on the Petition Date, enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any Loan Party or any of its Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) this Agreement and the other Loan Documents, the Junior DIP Loan Documents, the Prepetition Loan Documents and any agreements permitted thereunder or documents evidencing Indebtedness incurred under Section 7.2 (f), (b) agreements which (i) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) [reserved], (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrower or any Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, and (vi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business and (c) restrictions applicable only to Foreign Subsidiaries.

7.14 Clauses Restricting Subsidiary Distributions. Other than those existing on the Petition Date, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower to make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, except for (x) agreements which (i) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) [reserved], (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrower or any Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, and (vi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, (y) such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, the Junior DIP Loan Documents, the Prepetition Loan Documents or any documents permitted under the Junior DIP Loan Documents, the Prepetition Loan Documents or documents evidencing Indebtedness incurred under Section 7.2(f) or (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary and (z) restrictions applicable only to Foreign Subsidiaries.

7.15 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the Closing Date or that are reasonably related, supportive, synergetic, complementary or ancillary thereto.

7.16 Chapter 11 Cases.

(a) Except for the Carve Out, incur, create, assume, suffer to exist or permit, or file any motion seeking, any other superpriority claim or liens which would be pari passu with, or senior to the claims, security interests and Liens of, the DIP Agents, the Lenders and any other Secured Parties, unless previously consented to by the Required Lenders in their sole and absolute discretion.

(b) Make or permit to be made any change to the Orders, as applicable, without the prior written consent of the Required Lenders, which consent shall not be unreasonably withheld.

(c) Commence any adversary proceeding, contested matter or other action asserting any claims or defenses or otherwise against the DIP Agents, any Lender, any other Secured Party with respect to this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the other documents or agreements executed or delivered in connection therewith or the transactions contemplated thereby.

(d) [Reserved].

(e) File any material motion or application with the Bankruptcy Court, including with regard to actions taken outside the ordinary course of business, without providing advance notice and a copy of the same to counsel to the Agents and the Lenders.

7.17 OFAC; Sanctions; Outbound Investment Rules. No Loan Party shall use the proceeds of the Loans or otherwise make available such proceeds to any Person, (i) for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country, in each case, in violation of applicable Sanctions, or (ii) in any other manner that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Agent, Lender, Loan Party or any of its Subsidiaries or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document. No Loan Party shall fund, directly or knowingly indirectly, all or part of any repayment of any Loan or other payments hereunder out of proceeds (i) derived from criminal activity or activity or transactions in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions or (ii) that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including an Agent, Lender or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document. The Loan Parties will not, and will not permit any of their Subsidiaries, to be or become, a "covered foreign person", as that term is defined in the Outbound Investment Rules.

7.18 Holdco Status. Neither Holdings nor Intermediate Holdings shall, directly or indirectly, (a) incur any Indebtedness or any other obligation or liability whatsoever other than the guarantee of the Obligations pursuant to the Guaranty, the Junior DIP Loan Documents and the Prepetition Loan Obligations, (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by Holdings or Intermediate Holdings other than the Liens created under the Loan Documents to which it is a party, Liens securing the Junior DIP Obligations and Liens securing the Prepetition Loan Obligations, (c) engage in any business or activity or own any assets (including, without limitation, cash and Cash Equivalents) other than (i) holding equity interests of Intermediate Holdings or the Borrower and other Subsidiaries, as applicable, (ii) performing its obligations and activities incidental thereto and (iii) performing its obligations under the Loan Documents and Junior DIP Loan Documents, (d) consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, or (e) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons.

7.19 Registered Address. No Loan Party shall change its registered address in its original jurisdiction of formation without notifying the Administrative Agent and the Lenders in writing five (5) Business Days in advance of such change.

SECTION 8

EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events (each, an "Event of Default") shall occur and be continuing:

(a) the Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, (ii) interest on any Loan within three (3) Business Days of the due date thereof or (iii) any other amount payable hereunder or under any other Loan Document within five (5) Business Days of the due date thereof;

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any materially adverse respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in (i) Section 6.4 (with respect to the Borrower in its jurisdiction of incorporation only), Section 6.10(c) (with respect to the last sentence thereof only), Section 6.11 Section 6.13, Section 6.15 or Section 7 (giving effect to the proviso in Section 7.1(a)) of this Agreement, (ii) Section 6.9, solely with respect to this clause (ii), where such failure to observe or perform such agreement continues unremedied for three Business Days or (iii) Section 6.10 (other than the last sentence of Section 6.10(c)) or Section 6.12, solely with respect to this clause (iii), where such failure to observe or perform such agreement continues unremedied for three (3) Business Days; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8.1), and such default shall continue unremedied for a period of thirty (30) calendar days after the earlier of (i) knowledge of a Responsible Officer of Holdings or the Borrower of such default or (ii) notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Loan Party or any of its Subsidiaries shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Obligations) on the scheduled or original due date with respect thereto, (ii) default in making any payment of any interest on any such Indebtedness (excluding the Obligations), in each case of clauses (i) and (ii), beyond the period of grace and giving of notice, if any, provided in the instrument or agreement under which such Indebtedness was created and such default has not been waived or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, beyond all applicable grace periods and with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable and such default has not been waived; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness (A) the outstanding principal amount of which exceeds in $10,000,000 or (B) under the Junior DIP Credit Agreement; provided further that this paragraph (e) shall not apply to any breach or default of Indebtedness (x) that is remedied by the Borrower or the applicable Subsidiary or (y) that is waived (including in the form of amendment) by

the requisite holders of the applicable item of Indebtedness, in either case, prior to the acceleration of all the Loans pursuant to this Section 8, and such remedy shall cause any default arising hereunder to cease to exists; provided that this clause (e) shall not apply to intercompany Indebtedness or Indebtedness that is incurred on a non-recourse basis; provided that notwithstanding the foregoing, this clause (e) shall not apply to any pre-petition Indebtedness so long as the payment of which is stayed in the Chapter 11 Cases; or

(f) other than any English Loan Party, (i) bankruptcy or insolvency of any of Holdings' direct or indirect Subsidiaries that is not a Chapter 11 Debtor as of the Petition Date, unless prior to the related filing, such Subsidiary becomes a Loan Party and within five (5) Business Days of such filing, such Subsidiary's chapter 11 case becomes jointly administered with the Loan Parties or (ii) the commencement of any ancillary insolvency proceedings in any foreign jurisdictions with respect to any Chapter 11 Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Required Lenders or on terms not satisfactory to the Required Lenders; or

(g) (i) any Person shall engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any ERISA Plan, (ii) a failure to satisfy the minimum funding standard (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived, or any Lien in favor of the PBGC or an ERISA Plan shall arise on the assets of any Loan Party, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Single Employer Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA or the receipt by any Loan Party or any Commonly Controlled Entity from the PBGC of any notice relating to an intention to terminate any Single Employer Plan or appoint a trustee to administer any Single Employer Plan, (v) any Loan Party or any Commonly Controlled Entity shall incur any liability in connection with a withdrawal from, or the Insolvency of, a Multiemployer Plan, (vi) the filing of an application for a waiver of the minimum funding standard with respect to any Single Employer Plan, (vii) failure by any Loan Party or any Commonly Controlled Entity to make any required contribution to a Multiemployer Plan, (viii) a determination that any Single Employer Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code), (ix) the imposition of liability on any Loan Party or any Commonly Controlled Entity pursuant to Section 4062 or 4069 of ERISA, or (x) receipt from the Internal Revenue Service of notice of the failure of any ERISA Plan to qualify under Section 401(a) of the Code or the failure of any trust forming part of any ERISA Plan intended to be qualified under Section 401(a) of the Code to qualify for exemption from taxation under Section 501(a) of the Code, in each case of the foregoing clauses (i) through (x), to the extent a Material Adverse Effect would reasonably be expected to result. With respect to any Foreign Plan, (i) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan, (ii) the failure to register with applicable regulatory authorities of any such Foreign Plan required to be registered, or (iii) the failure of any Foreign Plan to comply in the opinion of the Borrower with any provisions of applicable law and regulations or with the terms of such Foreign Plan, in each case of the foregoing clauses (i) through (iii), to the extent a Material Adverse Effect would reasonably be expected to result; or

(h) one or more judgments or decrees shall be entered against any Loan Party or any of its Subsidiaries involving in the aggregate a liability (not paid or covered by insurance as to which the relevant insurance company has not denied coverage) of $10,000,000 or more in respect of any judgment or decree that arose after the Petition Date and is unstayed, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within forty-five (45) calendar days from the entry thereof; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect (except in accordance with its terms), or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby (except in accordance with its terms); or

(j) (i) the Guaranty or any other Loan Document shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert (except in accordance with its terms) or (ii) any party to an Intercreditor Agreement shall fail to comply with the terms of such Intercreditor Agreement or any such document for any reason shall cease to be in full force and effect (other than in accordance with its terms), or any Loan Party shall so assert; or

(k) a Change of Control shall occur;

(l) the Termination Date (as defined in the Restructuring Support Agreement) shall have occurred with respect to the Plan Sponsors or the Company Parties (as each such term is defined in the Restructuring Support Agreement);

(m) the termination of the Junior DIP Commitment Letter (except as a result of the funding of the loans under the Junior DIP Credit Agreement); or

(n) an English Loan Party (excluding any English Loan Party which filed for Chapter 11 Cases and solely by reference to that fact): (i) is unable or admits in writing inability to pay its debts as they fall due, or is declared to, be unable to pay its debt under applicable law (in each case, other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets except where the same would result in or require the taking of any corporate action, legal proceedings, insolvency filing, cessation of trading and/or any other procedure or steps referred to in Section (o) below); or (ii) suspends making payments on any of its debts other than in the ordinary course of trading and consistent with past practice with its commercial counterparties; or (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness other than in the ordinary course of trading and consistent with past practice with its commercial counterparties; or (iv) a moratorium is declared in respect of an indebtedness of any English Loan Party; or

(o) there shall have occurred any of the following in the Chapter 11 Cases:

(i) the bringing of a motion by any Loan Party or other Chapter 11 Debtor in the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in the Chapter 11 Cases: (i) to obtain additional financing under section 364(c) or (d) of the Bankruptcy Code that does not provide for the repayment of all Obligations under this Agreement in full in cash; (ii) to grant any Lien other than Liens expressly permitted under this Agreement upon or affecting any Collateral; (iii) except as provided in this Agreement or the Final Order, as the case may be, to use cash collateral of the Administrative Agent under section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent (at the direction of the Required Lenders) and the Required Lenders; or (iv) that requests or seeks authority for or that approves or provides authority to take any other action or actions adverse to the rights and remedies of the Administrative Agent and the Lenders hereunder or their interest in the Collateral;

(ii) the entry of an order in the Chapter 11 Cases amending, supplementing, staying, vacating or otherwise modifying any Loan Document or the Final Order in any case without the prior written consent of the Required Lenders;

(iii) the payment of, or application by any Loan Party for authority to pay, any prepetition claim without the Required Lenders' prior written consent using proceeds from the Loans other than (i) as provided in any "first day order" in form and substance reasonably acceptable to the Required Lenders, or (ii) as set forth in the Approved Budget (subject to the Permitted Variances);

(iv) the filing of any plan of reorganization or disclosure statement thereto that does not provide for the payment in full of all Obligations in cash on the effective date of such plan without first obtaining the Required Lenders' consent;

(v) the entry of an order in any of the Chapter 11 Cases confirming a plan or plans of reorganization (other than the Plan of Reorganization);

(vi) the commencement of any winding up, liquidation proceeding, insolvency, composition, restructuring or similar procedures for the Chapter 11 Debtors under any applicable law other than the commencement of the Chapter 11 Cases;

(vii) any termination of the use of prepetition cash collateral pursuant to the Orders, as applicable;

(viii) the entry of an order by the Bankruptcy Court appointing, or the filing of an application by any Loan Party, for an order seeking the appointment of, in either case without the consent of the Required Lenders, an interim or permanent trustee in the Chapter 11 Cases or the appointment of a receiver or an examiner under section 1104 of the Bankruptcy Code in the Chapter 11 Cases, with expanded powers (beyond those set forth in sections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Borrower or with the power to conduct an investigation of (or compel discovery from) the DIP Agents or the Lenders; or the sale without the DIP Agents' and the Required Lenders' consent, of all or substantially all of Holdings' assets either through a 363 Sale, through a confirmed plan of reorganization in the Chapter 11 Cases, or otherwise that does not provide for payment in full in cash of the Obligations;

(ix) the dismissal of the Chapter 11 Cases;

(x) the conversion of the Chapter 11 Cases from one under chapter 11 to one under chapter 7 of the Bankruptcy Code or any Loan Party shall file a motion or other pleading seeking the conversion of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise;

(xi) the entry of an order by the Bankruptcy Court, as applicable, granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code to allow any creditor to execute upon or enforce a Lien on any Collateral with an aggregate fair market value of $2,000,000;

(xii) the entry of an order in the Chapter 11 Cases avoiding or requiring repayment of any portion of the payments made by any Loan Party on account of the Obligations owing under this Agreement or the other Loan Documents;

(xiii) the failure of any Loan Party to perform any of its material obligations under the Final Order or any violation of any of the terms of the Final Order;

(xiv) the remittance, use or application of cash collateral of the Loan Parties other than in accordance with the Cash Management Order and the Orders (subject to the Permitted Variances);

(xv) other than as provided for in the Orders, the entry of an order in any of the Chapter 11 Cases granting any other super priority administrative claim or Lien equal or superior to that granted to the Collateral Agent, on behalf of itself and the Secured Parties, without the prior written consent of the Required Lenders;

(xvi) other than as provided for in the Orders, the filing of a motion by any Loan Party requesting, or the entry of any order granting, any superpriority claim which is senior or pari passu with the Lenders' claims under the Loan Documents;

(xvii) the inability of the DIP Agents or the Secured Parties from having the right to or being permitted to "credit bid" the full amount of their claims in connection with any asset sale process or plan sponsorship process or any sale of assets (in whole or in part) by any Loan Party;

(xviii) any attempt by any Loan Party to reduce, avoid, set off or subordinate the Obligations or the Liens securing such Obligations to any other debt in a manner inconsistent with the Orders;

(xix) the payment of or granting adequate protection (except payments of the Adequate Protection Fees) with respect to any Prepetition Loan Obligations (other than with respect to payment permitted under any "first day order" in form and substance satisfactory to the Lenders or as set forth in the Final Order);

(xx) an application for any of the orders described in this Section 8.1(n) including, without limitation, clauses (i), (iii), (iv), (viii), (ix), (x), (xi) or (xiv) shall be made by a Person other than the Administrative Agent or the Lenders and such application is not, to the extent requested by the Administrative Agent or the Required Lenders, contested by the Borrower in good faith and the relief requested is granted in an order that is not stayed pending appeal;

(xxi) (a) the cessation of Liens, security interests or superpriority claims granted with respect to this Agreement or the Obligations as to valid, binding, enforceable, non- avoidable, and automatically and fully and properly perfected Liens and security interests, in all respects, or (b) the finding by a court of competent jurisdiction that such Liens are junior to any other Liens other than as contemplated by the Orders; or

(xxii) the Bankruptcy Court shall cease to have exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies under the Loan Documents, the Orders, the Liens granted under the Security Documents and the Collateral (except for Collateral subject to Foreign Security Documents, the jurisdiction with respect to exercise of rights and remedies and enforcement thereof shall be that provided for in the Foreign Security Documents); or

(xxiii) the challenge by any Loan Party to the validity, extent, perfection or priority of any liens granted under the Loan Documents;

then, and in any such event, subject to the provisions of the Orders and the Intercreditor Agreement and subject to provisions below relating to Loan Parties incorporated in Poland: with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower (i) declare the Loan Commitments to be terminated

forthwith, whereupon the Loan Commitments shall immediately terminate, (ii) (I) declare the Loans (with accrued interest thereon) and all fees and other Obligations and amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable and (II) terminate the Loan Commitments, and thereupon the Loan Commitments shall terminate immediately, (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents and the Orders, in each case, as directed by the Required Lenders, including (x) freezing monies or balances in the Loan Parties' accounts and (y) setting-off any and all amounts in accounts maintained by the Loan Parties with the Administrative Agent (in the case of accounts maintained by the Administrative Agent, to the extent such accounts related to the Obligations) or the Lenders against the Obligations and/or cause, pursuant to the terms of the Loan Documents, the Collateral Agent to enforce any and all Liens and security interests created pursuant to Security Documents, and (iv) deliver written notice to the Bankruptcy Court that, pursuant to the Orders, the automatic stay provisions of section 362 of the Bankruptcy Code have been vacated and modified to the extent necessary to permit the DIP Agents and the Lenders to exercise all rights and remedies provided for in the Loan Documents upon the expiration of the Remedies Notice Period. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower and each other Loan Party.

In relation to Loan Parties incorporated in Poland: the Administrative Agent may take any actions referred to above upon the occurrence of an Event of Default which is continuing and relating to any type of insolvency or similar proceedings under the Polish Bankruptcy Law dated 28 February 2003, as amended and/or any type of restructuring or similar proceedings under the Polish Restructuring Law dated 15 May 2015, as amended (the "Polish Insolvency-Restructuring Event of Default"), with respect to the relevant Loan Party incorporated in Poland, solely with respect to the claims towards the other Loan Parties incorporated in Poland. The continuing of Polish Insolvency-Restructuring Event of Default with respect to the relevant Loan Party incorporated in Poland shall not prevent the Administrative Agent from taking the actions referred to above, with respect to the claims towards this Loan Party incorporated in Poland under any other Event of Default including, without limitation, the Polish Insolvency-Restructuring Event of Default which occurred with respect to any other Loan Party incorporated in Poland.

8.2 Bankruptcy Code and Other Remedies. Subject to the provisions of the Orders, during the continuance of an Event of Default, subject to the Remedies Notice Period, the DIP Agents may exercise, in addition to all other rights and remedies granted to it in this Agreement (including, without limitation, Section 8.1) and in any other instrument or agreement securing, evidencing or relating to any Obligation, all rights and remedies of a secured party under the Bankruptcy Code (including pursuant to the Orders), the Uniform Commercial Code and any other applicable law. Upon the occurrence and during the continuance of an Event of Default, but in all event subject to the Order then in effect, the Administrative Agent may, at the request of Required Lenders, by notice to the Borrower, take any or all of the following actions: (i) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interest created pursuant to the Security Documents in addition to any other remedies available under the Loan Documents or applicable law, including the right to direct the delivery of any notice of exclusive control with respect to any deposit account or securities account constituting Collateral and subject to a control agreement or similar documentation; and/or (ii) terminate any outstanding Commitments and declare the Loans then-outstanding to be immediately due and payable in whole or in part, and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind.

8.3 Application of Certain Proceeds.

(a) Application of Proceeds. Subject to the Orders, including the Carve Out provisions, and the Intercreditor Agreement (including, for the avoidance of doubt, the DIP Subordination Provisions), all payments and other amounts received by any DIP Agent or any Lender through the exercise of remedies hereunder or under the other Loan Documents from any Loan Party, any Junior DIP Agent, any Prepetition Agent or otherwise, and all proceeds received by the DIP Agents in respect of any sale of, collection from, or other realization upon all or any part of the Collateral pledged by the Loan Parties shall, unless otherwise required by the terms of the other relevant Loan Documents or by applicable law, be applied as follows:

(i) *first*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses and other amounts (including attorneys' fees and amounts due under Sections 2.18, 2.20 and 10.5) payable to each DIP Agent in their respective capacity as such;

(ii) *second*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses (including attorneys' fees and amounts due under Sections 2.18 and 2.20) payable to each Lender, ratably among them in proportion to the aggregate of all such amounts;

(iii) *third*, to the payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the aggregate of all such amounts;

(iv) *fourth*, pro rata to the payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the aggregate of all such amounts;

(v) *fifth*, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are then due and payable to the Lenders, ratably based upon the respective aggregate amounts of all such Obligations owing to them on such date;

(vi) *finally*, any remaining surplus after all of the Obligations have been paid in full, to the Borrower or to whomsoever shall be lawfully entitled thereto (including, pursuant to the DIP Subordination Provisions, the Junior DIP Agents).

(b) Deficiency. Each Loan Party shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorney employed by the Administrative Agent or any other Secured Party to collect such deficiency.

(c) Conversion of Received Amounts. For the purpose of payment or discharge of any of the Obligations in accordance with Section 8.3(a), each DIP Agent may convert any amounts received or recovered by such DIP Agent from one currency to another, at a rate of exchange reasonably determined by such DIP Agent (at the direction of the Required Lenders). The obligations of any Loan Party to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

SECTION 9

THE DIP AGENTS

9.1 Appointment and Authority. Each of the Lenders hereby irrevocably appoints GLAS USA LLC, to act on its behalf as the Administrative Agent (for the purpose of Italian law as "*mandatario con rappresentanza*") hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. In this respect and for Mexican law purposes, each of the Lenders hereby grants to GLAS USA LLC a *comisión mercantil con representación* in accordance with Articles 273, 274, and other applicable Articles of the Commerce Code (*Código de Comercio*) of Mexico to act on its behalf as its Administrative Agent in connection with this Agreement on the terms and for the purposes set forth in this Section 9. Each of the Secured Parties (other than the Agents) hereby irrevocably appoints GLAS USA LLC, as the Collateral Agent (for the purpose of Italian law as "*mandatario con rappresentanza*") and to act as trustee and joint and several creditor hereunder and under the Security Documents and the other Loan Documents and irrevocably authorizes the Collateral Agent to execute each Security Document on its behalf, take such actions on its behalf and to exercise such powers as are expressly delegated to the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The Collateral Agent declares that, unless expressly provided to the contrary in any Loan Document, it shall hold the Collateral on trust for the other Secured Parties on the terms set forth herein and in the other Loan Documents. Without limiting the foregoing, for the purposes of Italian law, the Administrative Agent and the Collateral Agent are hereby authorized to execute and deliver, and to perform their obligations under, each of the Loan Documents (including those governed by Italian law) to which each of the Administrative Agent and/or the Collateral Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent and/or the Collateral Agent may have under such Loan Documents also in case of occurrence of the events described in, articles 1394 and 1395 of the Italian Civil Code.

Each Secured Party (other than the Collateral Agent) authorizes the Collateral Agent to delegate or sub-delegate any of the powers granted to it under the Loan Documents (and any document delivered in connection therewith) to any representative it may elect in its sole discretion and to grant powers of attorney to any such representative (in each case to the extent legally possible and not otherwise prohibited by this Agreement and the other Loan Documents).

The provisions of this Section 9.1 are solely for the benefit of the DIP Agents and the other Secured Parties, and neither Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that, in performing its respective functions and duties hereunder, each DIP Agent shall act solely as an agent of the Lenders in such capacity and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for any Loan Party or any of its Subsidiaries.

Each Lender hereby releases, to the extent legally possible, the Administrative Agent from any restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any other restrictions of multiple representation or self-dealing under any applicable law. Any Lender prevented by applicable law or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Administrative Agent in writing without undue delay.

Each Secured Party hereby releases, to the extent legally possible, the Collateral Agent from any restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any other restrictions of multiple representation or self-dealing under any applicable law. Any Secured Party prevented by

applicable law or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Collateral Agent in writing without undue delay.

For the purpose of taking, maintaining, protecting and/or enforcing the Collateral expressed to be governed by Romanian law, each Secured Party hereby designates and appoints the Collateral Agent as a designated third party in accordance with article 164, paragraph (1) of Romanian Law no. 71/2011 for the application of the Romanian Civil Code (Romanian, *terț desemnat de către acestea*) with respect to all movable mortgages (in Romanian, *ipoteci mobiliare*) granted under any Romanian law governed Security Documents. In such capacity and in addition to any other appointments and prerogatives of the Collateral Agent set forth in this Agreement and in any other Loans Documents, the Collateral Agent is empowered to exercise all rights, powers and prerogatives granted in accordance with Article 164 of Romanian Law no. 71/2011 for the application of the Romanian Civil Code (including, without limitation to perform any perfection formalities and to take any enforcement or similar action in respect of the Romanian law governed Security Documents).

The parties to this Agreement acknowledge that the Collateral created under the Romanian law governed Security Documents in favour of the Collateral Agent will benefit to any assignees, transferees through novation and successors of any Secured Party (including, but not limited to any new Secured Party), by maintaining the same rights and priority ranking as originally created in favor of the Collateral Agent.

9.2 Rights as a Lender. Each person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender (if such Agent is acting 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 each person serving as the Administrative 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 Borrower or any Subsidiary or other Affiliate thereof as if such person were not an Agent hereunder and without any duty to account therefor to the Lenders.

9.3 Exculpatory Provisions. No DIP Agent (and/or any of its officers, partners, directors, managers, members, employees or agents) shall be liable for any action taken or omitted by such DIP Agent under or in connection with any of the Loan Documents except to the extent caused by such DIP Agent's gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final, non-appealable order. Without limiting the generality of the foregoing, in no event shall any DIP Agent:

(a) be subject to any fiduciary or other implied duties (other than in the case of the Collateral Agent, in its capacity as trustee as contemplated in Section 9.1 hereof, but not otherwise, and in any event only to the extent that the same cannot be excluded or limited as a matter of law), regardless of whether a Default or Event of Default has occurred and is continuing;

(b) 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 applicable DIP Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the applicable DIP Agent (x) shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such DIP Agent to liability or that is contrary to or in conflict with any Loan Document or applicable Requirements of Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a defaulting Lender in violation of any Debtor Relief Law and (y) not be liable for any action taken or not taken by it with the consent of or at the request of the

Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); and

(c) have any obligation to expend or risk its own funds or otherwise incur any financial liability in the performance of the DIP Agents' duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it; or

(d) 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 Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the DIP Agent or any of its Affiliates in any capacity.

Where there is in this Agreement or any other Loan Document a provision to the effect that a DIP Agent is not to unreasonably withhold or delay its consent or approval, it shall be deemed not to have so withheld or delayed its consent or approval such withholding is at the direction of the Required Lenders (or such other number of percentage of the Lenders as shall be necessary, or as a DIP Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.2). The DIP Agents shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the DIP Agent in writing by any Loan Party or any Lender; provided that failure to give such notice shall not result in any liability on the part of any DIP Agent.

The DIP Agents 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, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the existence, value or sufficiency of the Collateral or the perfection or priority of any Lien created or purported to be created by the Loan Documents or(v) the satisfaction of any condition set forth in Section 5 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the applicable DIP Agent. Without limiting the generality of the foregoing, the use of the term "agent", "agents", "trustee" or "joint and several creditor" in this Agreement with reference to the DIP Agents is not intended to connote, and shall not be deemed to create, any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law (other than in the case of the Collateral Agent, in its capacity as trustee as contemplated in Section 9.1, but not otherwise, and in any event only to the extent that the same cannot be excluded or limited as a matter of law). Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

Each party to this Agreement acknowledges and agrees that the DIP Agents may use an outside service provider for the tracking of all Uniform Commercial Code financing statements required to be filed pursuant to the Loan Documents and notification to the DIP Agents of, among other things, the upcoming lapse or expiration thereof, and that any such service provider will be deemed to be acting at the request and on behalf of Borrower and the other Loan Parties. The DIP Agents shall not be liable for any action taken or not taken by any such service provider.

9.4 Reliance by the DIP Agents. The DIP Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution)

believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. The DIP Agents also may rely upon any statement made to them 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 that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender in writing prior to the making of such Loan. The DIP Agents may consult with legal counsel (who may be counsel for Borrower or the Lenders or its own counsel), independent accountants and other experts selected by the DIP Agents and shall be entitled to rely upon the advice of any such counsel, accountants or experts and shall not be liable for any action taken or not taken by it in accordance with such advice. For the avoidance of doubt, where there is any reference in this Agreement or any other Loan Document to the DIP Agents acting reasonably or properly, or doing an act or coming to a determination, opinion or belief that is reasonable or proper, or any similar or analogous reference, the DIP Agents shall, where they have sought such instructions from the Required Lenders (or any other group of Lenders as permitted under any Loan Document) be deemed to be acting reasonably and properly or doing an act or coming to a determination, opinion or belief that is reasonable if a DIP Agent acts on the instructions of the Required Lenders (or any other group of Lenders as permitted under any Loan Document).

9.5 Delegation of Duties. Any DIP Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such DIP Agent. Each DIP 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 Section 9 shall apply to the DIP Agents and the Related Parties of each DIP Agent and shall apply to their respective activities as DIP Agent and/or Lender, as applicable.

9.6 Removal or Resignation of a DIP Agent; Successor Agents. Any DIP Agent may be removed at any time with or without cause by the Required Lenders. Any DIP Agent may at any time give notice of its resignation to the Lenders and Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor, which shall be a bank or financial institution with an office in the United States or the United Kingdom, or an Affiliate of any such bank or financial institution with an office in the United States or the United Kingdom. If no such successor shall have been so appointed by the Required Lenders within thirty (30) calendar days after the retiring Agent gives notice of its resignation, then the retiring DIP Agent may, on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above provided that if the Agent shall notify 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 Collateral Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by such Collateral Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security as nominee until such time as a successor DIP Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through a DIP Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor DIP Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as a DIP Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) DIP Agent, and the retiring DIP 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 paragraph); provided that any Person into which any DIP Agent may be merged or converted, or any Person with which a DIP Agent may be consolidated, or any Person resulting from any merger, conversion or consolidation to which such DIP Agent shall be a party, or any person, including any Affiliate thereof, to which a DIP Agent shall sell or otherwise transfer all or substantially all of its assets and/or its corporate

trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become a successor DIP Agent under this Agreement (and each other applicable Loan Document) without the execution or filing of any paper or any further act on the part of the parties to this Agreement and after the said effective date all references in this Agreement (and any other Loan Document) to a DIP Agent shall be deemed to be references to such successor person and written notice of any such merger, conversion, consolidation or transfer shall promptly be given to the Borrower by the DIP Agent. The fees payable by Borrower to a successor DIP Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After the retiring DIP Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section 9 shall continue in effect for the benefit of such retiring DIP 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 DIP Agent was acting as DIP Agent.

If any DIP Agent is removed or resigns in accordance with this Section 9.6 (*Removal or Resignation of a DIP Agent; Successor Agents*), the relevant Loan Parties shall execute such documents and take all such other action as is necessary or (in the opinion of the Agents) desirable in connection with the substitution, in accordance with applicable Law, of such successor Agent as agent in accordance with Section 9.1 above.

9.7 Non-Reliance on Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any DIP Agent or any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. No DIP Agent shall have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter, and no DIP Agent shall have any responsibility with respect to the accuracy of or the completeness of any information provided to Lenders. Each Lender further represents and warrants that it has had the opportunity to review each document made available to it in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof. Each Lender also acknowledges that it will, independently and without reliance upon any DIP Agent or any other Lender 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.

9.8 [Reserved].

9.9 No Fiduciary Duties, Etc.

(a) In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Loan Party acknowledges and agrees that (i) (A) the arranging and other services regarding this Agreement, if any, provided by any DIP Agent and the Lenders are arm's-length commercial transactions between the Loan Parties and their respective Affiliates, on the one hand, and the DIP Agents and the Lenders, on the other hand, (B) each Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each DIP Agent and Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for the Borrower, any of its Affiliates or any other Person and (B) neither the DIP Agents nor any Lenders have any obligation to the Loan Parties or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and

in the other Loan Documents; and (iii) the DIP Agents and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the DIP Agents nor any of the Lenders has any obligation to disclose any of such interests to the Borrower or any of its Affiliates.

9.10 Enforcement. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder (including the Guarantee obligations) 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 Collateral Agent, or as the Required Lenders may require or otherwise direct, for the benefit of all the Lenders, and that no Lender shall have any right individually to realize upon all or any portion of the Collateral or to enforce the Guaranty; provided, however, that the foregoing shall not prohibit (a) the Collateral Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Collateral Agent) hereunder and under the other Loan Documents, (b) [reserved], (c) any Lender from exercising setoff rights in accordance with, and subject to, the terms of this Agreement, or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any bankruptcy or insolvency law.

9.11 Collateral and Guaranty Matters. Each of the Lenders (on behalf of itself, its Affiliates and Related Parties) (x) acknowledge and agree that no Lender shall have any right individually to realize upon all or any portion of the Collateral or to enforce the Guarantee Obligations, it being understood that all powers, rights and remedies with respect to the Collateral and Guaranty may be exercised solely by Collateral Agent and (y) irrevocably authorize the Collateral Agent, at its option and in its discretion:

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon the payment of all Obligations (other than contingent obligations not then due and payable) in full in cash and termination or expiration of the Loan Commitments of the Lenders to make any Loan, (ii) that is sold or transferred or to be sold or transferred as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, (iii) that constitutes Excluded Asset, (iv) if the property subject to such a Lien is owned by a Guarantor upon release of such Guarantor from its Guarantee Obligation, (v) [reserved], (vi) if the real property subject to such Lien is located in an area that has been identified by the Secretary of Housing and Urban Development as a "Special Flood Hazard Area" or other area having special flood hazards (whether as a result of a change in the mapping of Special Flood Hazard Areas or otherwise) and in which flood insurance has been made available under the National Flood Insurance Act of 1968 or (vii) if approved, authorized or ratified in writing in accordance with Section 10.2; and

(b) to release any Guarantor from its obligations under this Agreement and other Loan Documents if, to the extent permitted under the Loan Documents, such Person ceases to be a Subsidiary Guarantor pursuant to the terms of the Loan Documents as a result of a transaction permitted hereunder;

provided, that, in the case of clauses (a) and (b), upon request of the Collateral Agent, the Borrower shall provide to the Collateral Agent such certifications as the Collateral Agent shall reasonably require as to the satisfaction of each of the applicable section or sections of Loan Documents that permit any such release.

Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of property, or to release any Guarantor from its obligations under this Agreement and other Loan Documents pursuant to this Section 9.11; provided, that (1) the Collateral Agent shall not be required to execute any document necessary to evidence such release on terms that, in the Collateral Agent's opinion, would expose the Collateral Agent to liability

or create any obligation or entail any consequence other than the release of such Lien without recourse, representation or warranty and (2) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released or subordinated) upon (or obligations of Borrower in respect of) all interests retained by any Loan Party, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the applicable Loan Party or is cared for, protected, or insured or has been encumbered, or that all or any portion of the Liens securing the Obligations have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent pursuant to any of the Loan Documents. It is understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, that the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, regardless of whether the Collateral Agent shall obtain its own interest in the Collateral in its capacity as one of the Lenders, and that the Collateral Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of property, or to release any Guarantor from its obligations under this Agreement and other Loan Documents pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Collateral Agent will, at the Borrower's 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 Loan Documents, in each case in accordance with the terms of the Loan Documents and this Section 9.11.

9.12 Indemnity; Damage Waiver.

(a) Reimbursement by Lenders. To the extent that Borrower for any reason fails to indefeasibly pay any amount required under Section 10.5 to be paid by it to the Agents (or any sub-agent thereof) or any Related Party of the Agents, each Lender severally agrees to pay to the Agents (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents (or any such sub- agent) or against any Related Party acting for the Agents (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this paragraph (a) are subject to the provisions of Section 2.17.

(b) [Reserved].

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Requirements of Law, no party hereto shall assert, and each party hereto hereby waives, 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 the use of the proceeds thereof. No Indemnitee referred to in

paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) Payments. All amounts due under this Section 9.11 shall be payable not later than two (2) Business Days after demand therefor.

The provisions of this Section 9.12 shall survive the termination of this Agreement and the resignation or removal of the Agents.

9.13 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, either DIP Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether such DIP Agent shall have made any demand on Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise: (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the DIP Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and DIP Agents and their respective agents and counsel and all other amounts due the Lenders and DIP Agents under Sections 2.8, 2.10, 2.11 and 10.5) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the DIP Agents and, in the event that the DIP Agents shall consent to the making of such payments directly to the Lenders, to pay to the DIP Agents any amount due for the reasonable compensation, expenses, disbursements and advances of DIP Agents and its agents and counsel, and any other amounts due to the DIP Agents under Sections 2.8, 2.10, 2.11 and 10.5.

9.14 Erroneous Payments.

(a) If a DIP Agent(x) notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient and each of their respective successors and assigns, a "Payment Recipient") that a DIP Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the DIP Agent) received by such Payment Recipient from a DIP Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) (*provided*, that, without limiting any other rights or remedies (whether at law or in equity), a DIP Agent may not make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within fifteen (15) days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of a DIP Agent pending its return or repayment as contemplated below in this Section 9.13 and held in trust for the benefit of the DIP Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as a DIP Agent may, in its sole discretion, specify in writing), return to a DIP Agent the amount of any such Erroneous Payment (or portion thereof)

as to which such a demand was made, in same day funds (in the currency so received). A notice of a DIP Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient, agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from a DIP Agent(or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by a DIP Agent(or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by a DIP Agent(or any of its Affiliates), or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from a DIP Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall promptly (and, in all events, within one (1) Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify a DIP Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying a DIP Agent pursuant to this Section 9.13(b).

For the avoidance of doubt, the failure to deliver a notice to a DIP Agent pursuant to this Section 9.13(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.13(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender or Secured Party hereby authorizes a DIP Agent to set off, net and apply any and all deposits of such Lender or Secured Party (general or special, time or demand, provisional or final) at any time held by or on behalf of a DIP Agent(or its Affiliates, including by branches and agencies of a DIP Agent wherever located) for the account of such Lender under any Loan Document, or otherwise payable or distributable by a DIP Agent to such Lender or Secured Party under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that a DIP Agent has demanded to be returned under immediately preceding clause (a).

(d) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by a DIP Agent for any reason, after demand therefor in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the DIP Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as a DIP Agent may specify) (such assignment of the Loans (but not Commitments), the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by a DIP Agent in such instance)), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an approved electronic platform as to which the DIP Agents and such parties are participants) with respect to such Erroneous Payment

Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower or the DIP Agents (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) a DIP Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, a DIP Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the DIP Agents and the Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) a DIP Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 10.6 (but excluding, in all events, any assignment consent or approval requirements (and subject to the Borrower's consent to the extent required thereunder)), a DIP Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and a DIP Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by a DIP Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the DIP Agent) and (y) may, in the sole discretion of the DIP Agent, be reduced by any amount specified by a DIP Agent in writing to the applicable Lender from time to time.

(e) The parties hereto agree that (x) irrespective of whether a DIP Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, a DIP Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, or Secured Party, to the rights and interests of such Lender or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") (*provided* that the Loan Parties' Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans that have been assigned to a DIP Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party; *provided* that this Section 9.14 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the DIP Agent; *provided*, *further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by a DIP Agent from the Borrower for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim,

defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by a DIP Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 9.13 shall survive the resignation or replacement of the DIP Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

9.15 Appointment of Collateral Agent – German Security Documents

In relation to each Security Document governed by German law in particular, each Secured Party hereby irrevocably authorizes the Collateral Agent (whether or not by or through employees or agents) to:

(a) act on its behalf as its representative "*Stellvertreter*" in connection with the preparation, execution and delivery of the Security Documents and the perfection and monitoring of the Security Documents;

(b) accept on its behalf as its representative "*Stellvertreter*" any Lien granted to such Secured Party in relation to the Loan Documents;

(c) agree to and execute on its behalf as its representative "*Stellvertreter*" any amendments to, confirmations or releases of, accessions and alterations to any Lien created under the Security Document;

(d) exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Collateral Agent under the Security Documents together with such powers and discretions as are reasonably incidental thereto, and the Security Agent hereby accepts such appointment on the terms and subject to the conditions set out in this Agreement; and

(e) act as trustee (*Treuhänder*) and to administer any Security Document governed by German law which is pledged (*Verpfändung*) or otherwise transferred to the Collateral Agent under an accessory security right (*akzessorische Sicherheit*).

9.16 Parallel Debt (Covenant to Pay the Collateral Agent)

(a) Subject to any applicable guarantee limitation, the Borrower irrevocably and unconditionally undertakes to pay to the Collateral Agent, as creditor in its own right and not as representative of the other Secured Parties, amounts equal to, and in the currency of, any amounts owing from time to time by the Borrower to any Secured Party under any Loan Document, excluding its Parallel Debt (its "Corresponding Debt"), as and when those amounts are due (such Loan Party's payment and undertaking pursuant to this paragraph (a), its "Parallel Debt").

(b) The parties hereto acknowledge that the Parallel Debt of each Loan Party is several and is separate and independent from, and shall not in any way limit or affect, the Corresponding Debt of the Borrower nor shall the amounts for which the Borrower is liable under its Parallel Debt be limited or affected in any way by its Corresponding Debt, provided that notwithstanding any other provision of this Agreement or the Loan Documents:

(i) the Parallel Debt of the Borrower shall be automatically decreased and discharged to the extent that its Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;

(ii) the Corresponding Debt of the Borrower shall be automatically decreased and discharged to the extent that its Parallel Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;

(iii) the amount of the Parallel Debt of the Borrower shall at all times be equal to the amount of its Corresponding Debt;

(iv) the aggregate amount outstanding owed by the Borrower under the Loan Documents (including under this Section 9.16)at any time shall not exceed the amount of the Corresponding Debt at that time; and

(v) the Parallel Debt shall remain effective notwithstanding any transfer or assumption of any of the relevant Corresponding Debt in whole or in part to or by, respectively, any third party, irrespective of whether any such transfer or assumption is effected by way of assignment, assignment and transfer, assumption of contract, novation or otherwise.

(c) For the purpose of this Section 9.16, the Collateral Agent acts in its own name and not as an agent, representative or a trustee, and its claims in respect of the Parallel Debt shall not be held on trust. The Collateral Agent shall have its own independent right to demand payment of the amounts payable by the Borrower under this Section 9.16. The Liens granted under the Security Documents to the Collateral Agent to secure the Parallel Debt is granted to the Collateral Agent in its capacity as creditor of the Parallel Debt and shall not be held on trust.

(d) All moneys received or recovered by the Collateral Agent pursuant to this Section 9.16, and all amounts received or recovered by the Collateral Agent from or by the enforcement of any Lien created by the Security Documents granted to secure the Parallel Debt, shall be applied in accordance with Section 8.3 (*Application of Certain Proceeds*).

(e) Without limiting or affecting the Collateral Agent's rights against the Borrower (whether under this Section 9.16 or under any other provision of any Loan Document), the Borrower acknowledges that:

(i) nothing in this Section 9.16 shall impose any obligation on the Collateral Agent to advance any sum to the Borrower or otherwise under any Loan Document, except, if applicable, in its capacity as a Secured Party (other than Collateral Agent); and

for the purpose of any vote taken under any Loan Document, the Collateral Agent shall not be regarded as having any participation or commitment other than, if applicable, those which it has in its capacity as a Secured Party (other than Collateral Agent).

9.17 Appointment of the Administrative Agent and Collateral Agent in Spain

(a) Each of the Secured Parties (other than the Administrative Agent and the Collateral Agent) irrevocably appoints and authorises the Administrative Agent and the Collateral Agent, which accepts, so that each of the Administrative Agent and the Collateral Agent (with express power of self-contracting (*autocontratación*), sub-empowering or multiple representation), acting through a duly appointed representative, may exercise, in the name and on behalf of the Secured Parties the rights, powers, authorities and discretions specifically given to the Administrative Agent or the Collateral Agent, as applicable, under or in connection with this Agreement, including but not limited to the following:

(i) to execute in the name and on behalf of any of the Secured Parties (whether in its own capacity or as agent of other parties) any Loan Document and to accept in the name and on behalf of any of the Secured Parties the security created by virtue of any of the Post-Closing Foreign Security Documents, as well as to execute in the name and on behalf of the Secured Parties any novation, amendment or ratification to the same and appear before a notary and raise into the status of a public document in Spain such documents and to sign any Spanish Public Document as it deems fit;

(ii) to ratify, if necessary or convenient, at the cost of the relevant Secured Party, any such *escrituras públicas* or *pólizas intervenidas* executed by an orally appointed representative in the name or on behalf of the Secured Parties;

(iii) to execute and/or do any and all deeds, documents, acts and things, required in connection with the execution of the Loan Documents, and/or the execution of any further notarial deed of amendment (*escritura pública de rectificación o subsanación*) that may be required for the purpose or in connection with the powers granted in this Section 9.17;

(iv) in relation to the Post-Closing Foreign Security Documents subject to Spanish law, to: (a) accept, hold, administer and (subject to the same having become enforceable and to the terms of this Agreement) realise any such security; and (b) take any enforcement action and (subject to the same having become enforceable and to the terms of this Agreement) realise in the name of and on behalf of the Secured Parties any such security;

(v) to carry out, execute, effect and perform all the actions that may be necessary or convenient for the purposes of complying with the purpose of this Agreement and the Loan Documents; and

(vi) to request and obtain the copy issued for enforcement purposes (*copia con fuerza ejecutiva*) of this Agreement or any other Loan Document.

(b) It is hereby agreed that, in relation to Spanish jurisdiction, the relationship of the Secured Parties, as Secured Parties under the Post-Closing Foreign Security Documents subject to Spanish law, to the Administrative Agent and the Collateral Agent in relation to any Post-Closing Foreign Security Documents subject to Spanish law shall be construed as one of principal and agent.

(c) The Post-Closing Foreign Security Documents subject to Spanish law will be granted in favour of each and every relevant Secured Party, and shall not be held on trust by the Administrative Agent, the Collateral Agent or any third party. Nevertheless, and subject to paragraph (g) below, the Administrative Agent and the Collateral Agent shall be entitled to accept the security granted under the Post-Closing Foreign Security Documents subject to Spanish law in the name and on behalf of the Secured Parties by virtue of the powers granted in this Section 9.17.

(d) In connection with the ratification and formalisation of any Loan Document as a Spanish Public Document, the Collateral Agent is hereby authorised on behalf of each Secured Party to enter into, enforce the rights of each Secured Party and represent each Secured Party in respect of the granting of any Spanish Public Document.

(e) Without prejudice to the above, the Collateral Agent and the Administrative Agent, acting at its discretion and to the extent reasonably possible, may invite the Secured Parties to enter into and/or to enforce the rights of each Loan Document jointly with the Collateral Agent or the Administrative Agent. For the avoidance of doubt, this does include the granting of any right to the Secured Parties to enter into

and/or to enforce the rights under each Loan Document jointly with the Collateral Agent or the Administrative Agent.

(f) Each Secured Party (other than the Collateral Agent and the Administrative Agent) irrevocably undertakes to the Collateral Agent and the Administrative Agent and the other Secured Parties to, if requested by the Collateral Agent or the Administrative Agent:

(i) to appear and execute with the Collateral Agent or the Administrative Agent to enable the Collateral Agent or the Administrative Agent to exercise any right, power, authority or discretion vested in it as Collateral Agent or Administrative Agent pursuant to this Agreement and to execute any document or instrument including any Spanish Public Document; and

(ii) abide by and act, or refrain from acting, in accordance with, any decision of the Required Lenders made in accordance with this Agreement in relation thereto.

(g) Notwithstanding paragraph (f) above, a Secured Party (other than the Collateral Agent and the Administrative Agent) that has notified the Collateral Agent or the Administrative Agent that it cannot authorise or empower, or has not authorised or empowered, the Collateral Agent or the Administrative Agent to act on its behalf, irrevocably undertakes to the Collateral Agent, the Administrative Agent and the other Secured Parties to:

(i) appear and execute with the Collateral Agent or the Administrative Agent to enable the Collateral Agent or the Administrative Agent to exercise any right, power, authority or discretion vested in it as Collateral Agent or Administrative Agent pursuant to this Agreement and to execute any document or instrument including any Spanish Public Document; and

abide by and act, or refrain from acting, in accordance with, any decision of the Required Lenders made in accordance with this Agreement in relation thereto.

SECTION 10

MISCELLANEOUS

10.1 Amendments and Waivers. Except as otherwise specifically provided herein, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party to the relevant Loan Document may, or, with the written consent of the Required Lenders and each Loan Party to the relevant Loan Document, the DIP Agents may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the DIP Agents, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (or shall have the effect of):

(i) forgive or reduce the principal amount of any Loan (including as a result of an exchange of debt for equity) other than as a result of a cash payment at par; extend the final scheduled date of maturity of any Loan (except in connection with a Maturity Extension); reduce the stated rate of any interest or fee payable hereunder (except in connection with the waiver of applicability of any Default Interest (which waiver shall be effective with the consent of the

Required Lenders)); extend the scheduled date of any payment (except in connection with a Maturity Extension); increase the amount of any Lender's Loan Commitment; change the right of each Lender to receive interest in cash, in each case without the written consent of each Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of any mandatory reductions of Loan Commitments shall not constitute an increase of a Loan Commitment of any Lender);

(ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender;

(iii) reduce any percentage specified in, or otherwise amend, the definition of Required Lenders without the written consent of all Lenders;

(iv) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or a material portion of the Collateral or release all or a material portion of the value of the Guaranty, in each case without the written consent of all Lenders (it being understood that any subordination of a Lien permitted under this Agreement as in effect on the Closing Date shall not constitute a release of a Lien under this clause (iv));

(v) directly or indirectly alter Sections 2.17 or 8.3 or any provision regarding the pro rata treatment of the Lenders in a manner that is adverse to any Lender without the consent of each Lender;

(vi) amend, modify or waive any provision of Section 9 or any other provision of the Loan Documents which affects the rights and obligations of the DIP Agents, in each case under this clause (vi) without the written consent of the DIP Agents;

(vii) subordinate (x) the Obligations to any other Indebtedness or (y) any Liens on the Collateral securing the Obligations to any Liens on the Collateral securing any other Indebtedness, in each case, without the written consent of all Lenders;

(viii) permit the incurrence of any Indebtedness that is pari passu with, or senior to, the Obligations without the written consent of all Lenders (it being understood that this clause (viii) shall not prohibit Liens expressly permitted by Section 7.3 and/or Indebtedness expressly permitted by Section 7.2, in each case, as in effect on the Restatement Date);

(ix) create or extend any grace or cure period with respect to any Event of Default, without the written consent of all Lenders;

(x) provide for (x) the payment or discharge of the Obligations in any form (including "payment in kind") other than in cash in Dollars or (y) any discharge, distribution, payment, exchange, "roll over" or other treatment in respect of the Obligations under a plan of reorganization other than the payment in full in cash in Dollars on the effective date of such plan of reorganization, in each case, without the written consent of each Lender; or

(xi) amend, waive, or otherwise modify any provision regarding the application of proceeds, payment waterfall, standstill rights, purchase rights, turnover obligations, or the relative rights and priorities of any Junior DIP Obligations, on the one hand, and the Obligations, on the other hand, without the written consent of each Lender.

For the avoidance of doubt, any amendment, supplement or modification of the Milestones shall require the written consent (email being sufficient) of the Required Lenders or the DIP Agents (acting with the consent (email being sufficient) of the Required Lenders).

Notwithstanding the foregoing, the Agents Fee Letter shall only be amended, supplemented, modified or waived with the consent of the DIP Agents and the Borrower and no other party shall be required or permitted to consent to any such amendment, supplement, modification or waiver. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the DIP Agents and all future holders of the Loans or any Loan Commitments. In the case of any waiver, the Loan Parties, the Lenders and the DIP Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

10.2 **Notices**. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three (3) Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the DIP Agent, and as set forth in an administrative questionnaire delivered to the DIP Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

the Borrower or any other Loan Party	c/o Marelli Holdings Co., Ltd. 2-19-4 Miyahara-cho Kita-ku, Saitama City, Saitama 331-0812 Japan Attention: Marisa Iasenza E-mail address: marisa.iasenza@marelli.com
with copies to:	Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua A. Sussberg, P.C.; Nicholas M. Adzima; Evan Swager E-mail address: jsussberg@kirkland.com; nicholas.adzima@kirkland.com; evan.swager@kirkland.com Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, Illinois 60654 Attention: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C. E-mail address: rkwasteniet@kirkland.com; spencer.winters@kirkland.com
Collateral Agent:	GLAS USA LLC 3 Second Street, Suite 206 Jersey City, NJ 07311 United States of America

	Attention: Transaction Management Group Email: TMGUS@glas.agency Clientservices.americas@glas.agency
Administrative Agent	GLAS USA LLC 3 Second Street, Suite 206 Jersey City, NJ 07311 United States of America Attention: Transaction Management Group Email: TMGUS@glas.agency Clientservices.americas@glas.agency

provided that any notice, request or demand to or upon the DIP Agents or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the DIP Agents; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Agents and the applicable Lender. The DIP Agents or the 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.

10.3 No Waiver; Cumulative Remedies. The Lenders and each DIP Agent shall have other rights and remedies not inconsistent herewith as provided under the Uniform Commercial Code, by law, or in equity. No failure to exercise and no delay in exercising, on the part of any DIP Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses; Indemnity. (a) The Loan Parties hereby jointly and severally agree, on and after the Closing Date (other than with respect to any payments required to be made under Section 5.1(j)), in each case in a manner approved in the Orders or any other order entered by the Bankruptcy Court from time to time, (a) to pay or reimburse the Agents and the Lenders promptly, and in any event within ten (10) Business Days, after written demand therefor, for all of their reasonable and documented out-of-pocket costs and expenses of each Agent (including, but not limited to, the reasonable fees, expenses and disbursement of the Lender Advisors and any appraisers, consultants, advisors and/or agents employed or retained by the Agent) incurred in connection with the Chapter 11 Cases, the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees and expenses and disbursements of (i) one firm of counsel, which shall be Willkie Farr & Gallagher LLP, to the Lenders (excluding the allocated costs of internal

counsel), taken as a whole, and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by Lenders and such other counsel and any other advisor or consultant to the Lenders, and (ii) one firm of counsel, which shall be Mayer Brown LLP, to the Agents (and in the event of an actual conflict of interest one additional counsel for such affected parties) and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by Agents and such other counsel and any other advisor or consultant to the Agents, (b) all the actual costs and reasonable expenses (including the reasonable fees, expenses and disbursements of the Lender Advisors and any appraisers, consultants, advisors and agents employed or retained the Agents, the Secured Parties and their respective counsel) in connection with the custody or preservation of any of the Collateral; and (c) after the occurrence of an Event of Default, all costs and expenses, including reasonable attorneys' fees (excluding allocated costs of internal counsel) and costs of settlement, incurred by any Agent or any Lender in enforcing any Obligations of or in collecting any payments due from any Loan Party hereunder or under the other Loan Documents by reason of such Event of Default (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Guaranty) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work out" or pursuant to any insolvency or bankruptcy cases or proceedings.

(b) In addition to the payment of expenses pursuant to Section 10.5(a), whether or not the transactions contemplated by the Loan Documents shall be consummated, each Loan Party agrees to, within ten (10) Business Days following demand thereof, defend (subject to the indemnified party's selection of counsel), indemnify, pay and hold (i) each Lender, the Lender Advisors and the Agents and (ii) each of the foregoing's Related Parties (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the negotiation, execution, delivery, enforcement, performance and administration of the Chapter 11 Cases, this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any applicable law to the operations of any Loan Party or any of its Subsidiaries or any of the Properties and the reasonable fees and expenses of one legal counsel for the DIP Agents and all Lenders (and one local counsel to such Lenders in each applicable jurisdiction as to which the Lenders reasonably determine is necessary and one regulatory counsel to such Lenders and Agents) in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF SUCH INDEMNITEE**; provided, that (a) the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct by such Indemnitee (or any of such Indemnitee's Related Parties)or (y) result from a claim not involving an act or omission of a Loan Party and that is brought by an Indemnitee against another Indemnitee and (b) if the applicable Agents shall have reasonably determined that a conflict exists between such Agent or any of its Related Parties, on the one hand, and any other Indemnitee, on the other hand, then the Borrower shall be required to pay the reasonable and documented fees and expenses of separate counsel for the applicable Agent and/or any of its Related Parties. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery against the Secured Parties with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature arising out of, in connection with, or in any way related to, this Agreement or any Loan Document or any other agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, that any of them might have by statute or otherwise against any Indemnitee, except to the extent such claims, demands, penalties, fines, liabilities, settlements, damages, costs, and expenses of whatever kind or nature, are disputes solely

between Indemnitees that do not arise out of any act or omission of any Loan Party, the Borrower or any of its Subsidiaries. In the case of any investigation, litigation or other proceeding to which the indemnity in clause (d) of this Section applies, such indemnity shall be effective whether such investigation, litigation or other proceeding is brought by a third party or any Loan Party or any of its Subsidiaries or an Indemnitee, and whether or not an Indemnitee is otherwise a party thereto. Unless otherwise specified, all amounts due under this Section 10.5 shall be payable not later than thirty (30) calendar days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the DIP Agents. The agreements in this Section 10.5 shall survive termination of the Loan Commitments and repayment of the Loans and all other amounts payable hereunder. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 10.5 may be unenforceable in whole or in part because they are violative of any Law or public policy, the applicable Loan Party shall contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. This Section 10.5 shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

10.6 Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.6.

(b) Subject to the conditions set forth in paragraph (b)(i) below, any Lender may assign all or a portion of its rights and obligations under this Agreement (including all or a portion of its Loan Commitments and the Loans at the time owing to it) to one or more assignees (each, an "Assignee").

(i) Assignments shall be subject to the following conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's interests under the Facility, the amount of the Loan Commitments or Loans, as applicable, of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $250,000 unless the Administrative Agent otherwise consents;

(B) except in the case of any assignments executed and delivered by Deutsche Bank, or any assignments by any Lender to (1) an Affiliate or Approved Fund of such Lender or (2) any other Lender (or Affiliate or Approved Fund of any other Lender), the Administrative Agent shall consent to such assignment (such consent not to be unreasonably withheld, delayed or conditioned and shall be deemed granted if not otherwise denied within five (5) Business Days);

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

(D) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (provided, that assignments executed and delivered by Deutsche Bank shall not be subject to such recordation fee or any other fee);

(E) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(F) no assignment shall be made to (i) any Person who is identified by the Borrower to the Administrative Agent in writing prior to the Closing Date or (ii) any Affiliate of a Person referred to in clause (i) that is reasonably identifiable as an Affiliate of such Person on the basis of such Affiliate's name (each, subject to the Required Lenders' satisfaction, a "Disqualified Lender"); it being understood and agreed that list of Disqualified Lenders shall be available to the Lenders upon request; and

(G) no assignments shall be made to Sponsors, Holdings, the Borrower, any of their respective Subsidiaries or any their respective Affiliates.

Any assignment made in contravention of the provisions of this Section 10.6(b)(i) shall be null and void ab initio.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(ii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party (i) hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, and 10.5) and (ii) to the JSAAA as a Senior DIP Lender (as defined therein) and have the rights and obligations of a Senior DIP Lender (as defined therein) thereunder and shall be bound by the provisions thereof. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be null and void.

(iii) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Loan Commitments and, and principal and stated interest amount of the Loans owing to, each Lender with respect to the Borrower pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof

as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower or any Lender (but in the case of any Lender (in its capacity as such) other than Deutsche Bank, as to such Lender's Loans, Loan Commitments, principal and fees owing to such Lender only) at any reasonable time and from time to time upon reasonable prior notice.

(iv) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. Notwithstanding anything to the contrary contained in this Agreement, the Loans are registered obligations and the right, title and interest of the Lenders in and to such Loans, shall be transferable only in accordance with the terms hereof. This Section 10.6(b)(iv) shall be construed so that the Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 165(j), 871(h)(2), 881(c)(2), and 4701 of the Code, and the Register shall be maintained in accordance with such construction.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to Assignees that are not a Disqualified Lender (in such capacity a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Loan Commitments and the Loans owing to it) as set forth in this Section 10.6(c)(i); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement 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 the Loan Documents; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that requires the consent of (x) all Lenders or (y)(1) each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Each Participant shall comply in full with any obligations pursuant to Section 2.19 as if it were a Lender. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 (subject to the requirements and limitations of such Sections (including Sections 2.19(d) and (e)) and Sections 2.21 and 2.22 as if the Participant were a Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the applicable Borrower, maintain a register of its Participants in compliance with Section 5f.103-1(c) of the United States Treasury Regulations; provided, however, that no Lender shall have any obligation to disclose all or any portion of such register (including the identity of any Participant or any information relating to a Participant's interest in any Loan Commitments, Loans, or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Loan Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in a Participant register shall be conclusive, absent manifest error, and the parties shall treat each Person whose name is recorded in the Participant register as the Participant for all purposes of this Agreement, notwithstanding a notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent such entitlement to a greater payment results from a change in any Requirement of Law after the Participant became a Participant.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender (and any initial or subsequent pledgee or grantee, as the case may be, may in turn at any time and from time to time pledge or grant a security interest in all or any portion of such rights as collateral security to secure obligations of such Person), including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one (1) calendar day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(g) Upon request of the Administrative Agent, the Loan Parties shall promptly carry out and take all the steps and actions (and shall procure that any Loan Party incorporated in Italy will promptly carry out and take all the steps and actions) which are required, necessary or appropriate, in the opinion of the Administrative Agent, to have any transfer and/or assignment by any Lender pursuant this Section 10.6 perfected and effective with respect to any Loan Party incorporated under Italian law (including the execution of any document, notice and/or acknowledgement letter bearing certified date (*data certa*) for the purposes of Italian law).

(h) For the purposes of Italian law, the assignment and/or transfer of the rights of the Lenders under the Loan Documents shall constitute a *cessione del credito* or a *cessione del contratto totale o parziale*, as the case may be, and it shall neither constitute a novation nor have an *effetto novativo* on the obligations under the Loan Documents.

(i) For the purposes of Articles 1406 and 1407 of the Italian Civil Code, any Loan Party incorporated under Italian law irrevocably give their consent to any assignment, assumption and release of rights or obligations or transfer of contract (*cessione di diritti, cessione del credito or cessione totale o parziale del contratto*) made by any assigning Lender pursuant to this Agreement and irrevocably agrees that, upon any such transfer or assignment being effective and within the limit provided thereunder, the assigning Lender shall be released from its obligations being the subject of such transfer or assignment, also for the purposes of Articles 1273 and 1408 of the Italian Civil Code.

(j) Spanish Law Provisions.

(i) Each party hereto agrees that an assignment or transfer pursuant to this Section shall constitute a transfer of any Spanish Collateral Documents to the Lender's assignee in the manner set out in Article 1203 et seq. of the Spanish Civil Code and the guarantees and the indemnities granted by each Loan Party under the Loan Documents shall be preserved for the benefit of the Secured Parties, including without limitation for the purposes of article 1,528 of the Spanish Civil Code.

(ii) In respect of any assignment or transfer made pursuant to, and in accordance with, this Section, each Spanish Loan Party hereby expressly waives its rights (if any) under article 1,535 of the Spanish Civil Code.

(iii) Each Spanish Loan Party accepts all transfers and assignments made by the Lenders under and in accordance with the terms of this Agreement without requiring any additional formalities.

10.7 Adjustments; Set-off.

(a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it, or receive any Collateral in respect thereof (whether voluntarily or involuntarily, by set-off or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such Collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest; provided further that the provisions of this paragraph shall not be construed to apply to (x) any payment or prepayment made by or on behalf of the Borrower or any other Loan Party 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), (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant or the termination of any Lender's Loan Commitment and non-pro rata repayment of Loans pursuant to Section 2.22, or (z) in connection with assignments and participations pursuant to Section 10.6.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right after the occurrence and during the continuance of an Event of Default, subject to the prior written consent of the Administrative Agent (acting as directed by the Required Lenders), without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount then due and payable any and all deposits (general or special, time or demand, provisional or final other than payroll or trust and tax withholding accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be; provided that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (ii) the Defaulting Lender shall provide

promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the DIP Agents and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the DIP Agents or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 GOVERNING LAW. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANY SUCH OTHER LOAN DOCUMENT IN RESPECT THEREOF) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND SUCH OTHER LOAN DOCUMENTS OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, AS MAY BE APPLICABLE, THE BANKRUPTCY CODE.

For the purposes of Article 9 of Brazilian Decree-Law No. 4,657 dated September 4, 1942, as amended, the transaction contemplated in this Agreement and the obligations arising herein shall be deemed as being created and executed in the State of New York. The parties to this Agreement hereby acknowledge that this Agreement meets all requirements for its perfection, validity, and effectiveness under the laws of the State of New York and therefore represents valid obligations in accordance with the laws of the State of New York, especially for the payment of the amounts due hereunder. The parties to this Agreement hereto agree that the submission of this Agreement to the jurisdiction of the State of New York and the agreement over as to the governing law of this Agreement are legal, valid and binding and will be recognized and enforced by the courts of the State of New York.

10.12 CONSENT TO JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL, ETC. EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURTS OF THE STATE OF DELAWARE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENTS' OPTION, IN THE COURTS OF ANY

JURISDICTION WHERE THE AGENTS ELECT TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 10, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS; PROVIDED, THAT NOTHING IN THIS SECTION 10 SHALL AFFECT THE RIGHT OF THE AGENTS OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY OR ANY COLLATERAL IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES, AND DOCUMENTS IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN THE UNITED STATES OF AMERICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS BY THE MAILING (BY REGISTERED MAIL OR CERTIFIED MAIL, POSTAGE PREPAID) OR DELIVERING OF A COPY OF SUCH PROCESS TO SUCH LOAN PARTY C/O THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.2. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL LIMIT THE BORROWER'S INDEMNITY AND REIMBURSEMENT OBLIGATIONS TO THE EXTENT SET FORTH IN SECTION 10.5.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENTS OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENTS OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE

AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THEY ARE A PARTY.

NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT INVOLVING ANY LOAN PARTY THAT IS INCORPORATED UNDER THE LAWS OF MEXICO, EACH OF THE PARTIES HERETO (I) AGREES TO THIS SECTION 10.12, (II) WAIVES THE RIGHT TO ANY OTHER JURISDICTION TO WHICH IT MAY BE ENTITLED BY REASON OF PRESENT OR FUTURE DOMICILE OR PLACE OF RESIDENCE OR FOR ANY OTHER REASON; (III) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS MENTIONED ABOVE; AND (IV) WAIVES ANY OBJECT TO THOSE COURTS ON THE GROUND OF VENUE OR *FORUM NON CONVENIENS.*

For the avoidance of doubt, any dispute related to this Agreement and/or any Loan Document may be brought and enforced in the courts of Brazil or any other jurisdiction where the Borrower or any of its property may be found, and each Loan Party hereby irrevocably submit to the jurisdiction of each such court in respect of any such action or proceeding.

The parties to this Agreement hereby acknowledge that, for purposes of enforcement of the obligations contained herein in Brazil, this Agreement constitutes an extrajudicial enforcement instrument (*título executivo extrajudicial*), according to Article 784 of the Brazilian Federal Law No. 13.105/2015, as amended.

10.13 Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among any Loan Party and the Lenders, among the Lenders and the Agents, or among the Lenders, the Agents or any Loan Party.

10.14 Electronic Execution of Loan Documents. The words "execution," "signed," "signature," and words of like import in this Agreement or any other Loan Document (including any Assignment and Assumption) 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 record keeping 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.

10.15 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (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 to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower, (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 Lender on a non-confidential basis from a source other than the Borrower or (i) in communications with a Governmental Authority regarding Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions; provided, however, that with respect to disclosures pursuant to clauses (b) and (c) of this Section (other than disclosures pursuant to routine regulatory examinations) and clause (e) of this Section (as such clause relates to suits, actions or proceedings in which disclosure is being sought by a third party), unless prohibited by applicable Requirements of Law or court order, each Lender and shall (x) notify the Borrower of any request by any Governmental Authority or representative thereof or other Person for disclosure of confidential and non-public information after receipt of such request and (y) if such disclosure of such confidential or non-public information is legally required, furnish only such portion of such information as it is legally compelled to disclose and exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information.

For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Agents or any Lender on a non-confidential basis prior to disclosure by the Borrower.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 10.15 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

10.16 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of

ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

10.17 USA PATRIOT ACT. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrower and each Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower or such Guarantor, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower and each Guarantor in accordance with the Patriot Act.

10.18 Order and Restructuring Support Agreement Govern. Notwithstanding anything to the contrary herein or in any of the Loan Documents, the provisions of this Agreement are subject to the terms, covenants, conditions and provisions of the Orders and the Restructuring Support Agreement, which, among other things, set out the priority, with respect to the Collateral, as between, on the one hand, the Junior DIP Agents, the Lenders and Secured Parties (each as defined in the Junior DIP Credit Agreement) and Prepetition Secured Parties and, on the other hand, the Agents, the Lenders and any other Secured Parties. In the event of a conflict between the terms of the Orders and this Agreement, the terms of the Orders shall govern and control.

10.19 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States):

(a) 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.

(b) As used in this Section 10.19, the following terms have the following meanings:

"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.

"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).

"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.

"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).

10.20 Spanish Executive Proceedings

(a) Each Spanish Security Document shall be formalized in a Spanish Public Document so that it may have the status of an executive title for all purposes contemplated in Article 517.2.4º of the Spanish Civil Procedure Law and, for the purposes of the executive proceedings contemplated therein and for the purposes of Articles 571 et seq. of the Spanish Civil Procedural Law, the Loan Parties and the Lenders (or the applicable Secured Parties) agree that the amounts due and payable will be the amounts appearing in the Register according to Section 10.6(b) as provided by the Administrative Agent.

(b) For the purposes of article 540.2 of the Spanish Civil Procedural Law, the Loan Parties acknowledge and accept that, provided that the relevant assignment, transfer or change of Lenders has been made in accordance with the terms of this Agreement, any assignment, transfer or change of Lenders shall be duly and sufficiently evidenced to any Spanish court by means of a certificate issued by the Administrative Agent confirming who the Lenders are at the relevant time and, therefore, those Persons who are certified as Lenders by the Administrative Agent shall be able to initiate enforcement in Spain through *procedimiento ejecutivo* without further evidence being required.

10.21 Amendment and Restatement

(a) On the Restatement Date, the Existing Credit Agreement (including the Exhibits and Schedules thereto) shall be amended and restated in its entirety in the form of this Agreement (including the Exhibits and Schedules hereto) and (a) all references to the Existing Credit Agreement in any Loan Document other than this Agreement (including in any amendment, waiver or consent) shall be deemed to refer to the Existing Credit Agreement as amended and restated hereby, (b) all references to any section (or subsection) of the Existing Credit Agreement in any Loan Document other than this Agreement shall be amended to be, mutatis mutandis, references to the corresponding provisions of this Agreement, (c) except as the context otherwise provides, all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be a reference to the Existing Credit Agreement as amended and restated hereby and (d) each of the Loan Parties party hereto hereby, on behalf of itself and each other Loan Party, (i) ratifies and reaffirms all of its obligations and liabilities under each of the Loan Documents (as amended hereby) to which it is a party and (ii) acknowledges and agrees that subsequent to, and taking into account all of the terms and conditions of this Agreement, each Loan Document (including the security provisions set forth therein) to which it is a party shall remain in full force and effect in accordance with the terms thereof and shall not be impaired or limited by the execution and

delivery of this Agreement. This Agreement is not intended to constitute, and does not constitute, a novation of the obligations and liabilities under the Existing Credit Agreement (including the Obligations) or to evidence, and does not evidence, payment of all of such obligations and liabilities.

(b) On and after the Restatement Date, (i) the Existing Credit Agreement shall be of no further force and effect except to evidence the incurrence by any Loan Party of the "Obligations" under and as defined therein (whether or not such "Obligations" are contingent as of the Restatement Date), (ii) all "Obligations" under the Existing Credit Agreement as of the Restatement Date shall be deemed to be Obligations as defined herein (whether or not such "Obligations" are contingent as of the Restatement Date) and shall continue to be guaranteed by the Guarantors pursuant to the Guaranty and (iii) all "Liens" (as defined in the Existing Credit Agreement) granted under the Loan Documents and all "DIP Liens" (as defined in the Final Order) shall each continue to secure the Obligations as defined herein.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

BORROWER:

MARELLI NORTH AMERICA, INC.

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

GLAS USA LLC

By: _____
Name:
Title:

COLLATERAL AGENT:

GLAS USA LLC

By: _____
Name:
Title:

DEUTSCHE BANK AG, LONDON BRANCH,
as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

[NAME OF LENDING ENTITY]
as Lender

By: _____
Name:
Title:

Rolling Loan Commitment: $_____

Exhibit B

Junior DIP Amendment

Filing Version

JUNIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of July 23, 2025

among

MARELLI NORTH AMERICA, INC.,

a Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,
as the Tranche A-1 Borrower and Tranche B Borrower,

MARELLI HOLDINGS CO., LTD,

a Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,
as the Tranche C Borrower,

The Several Lenders from Time to Time Party Hereto,

GLAS USA LLC,
as Administrative Agent,

GLAS USA LLC,
as Collateral Agent,

and

GLAS AMERICAS LLC,
as Escrow Agent,

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JUNIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of July 23, 2025 (as amended by Amendment No. 1 to Junior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of July 24, 2025, Consent Under and Amendment No. 2 to Junior Secured Superpriority Debtor-in-Possession Credit Agreement and Amendment No. 1 to Security Agreement, dated as of January 6, 2026, and Amendment No. 3 to Junior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June [12], 2026, this "Agreement"), among Marelli North America, Inc., a Tennessee corporation, as a borrower and a debtor-in-possession in the Chapter 11 Cases (the "Tranche A-1 Borrower" or the "Tranche B Borrower"), Marelli Holdings Co., Ltd., a Japanese corporation, as a borrower and a debtor-in-possession in the Chapter 11 Cases (the "Tranche C Borrower" and, together with the Tranche A-1 Borrower and the Tranche B Borrower, collectively, the "Borrowers" and each, a "Borrower"), the several financial institutions or entities from time to time party to this Agreement as Lenders (as defined below) and GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), GLAS USA LLC, as collateral agent, security trustee and joint and several creditor for the Secured Parties (as defined herein) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and GLAS AMERICAS LLC, as initial Escrow Agent (as defined herein) for the Secured Parties.

RECITALS

WHEREAS, on June 11, 2025 (the "Petition Date"), each Loan Party (as defined below) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases") in the Bankruptcy Court (as defined below);

WHEREAS, each Loan Party is continuing in possession of its assets and continuing to operate its business and manage its properties as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Lenders provided a second-out senior secured debtor-in-possession delayed draw term loan facility to the Borrowers (the "Original Facility"), in an aggregate principal amount up to approximately $1.3 billion of which (a) a portion equal to $242,139,126 consists of "new money" Loans that will be made available to the Tranche B Borrower subject to the terms and conditions set forth herein, with the proceeds of such "new money" Loans to be used to fund working capital and general corporate purposes and certain permitted administrative expenses of the Chapter 11 Debtors during the pendency of the Chapter 11 Cases and to make certain other payments, in each case, in accordance with the Approved Budget (as defined below) and with the terms of this Agreement, and (b) a portion equal to the equivalent of approximately $1.1 billion shall consist of Tranche C Loans that will be a continuation of approximately 48.1% of the principal amount of the loans under the Prepetition Senior Facility Agreement held by the Tranche B Lenders and/or their Designated Affiliates (which, for the avoidance of doubt, is equal to 47.5% of the Senior Loan Claims (as defined below) held by such Tranche B Lenders and/or their Designated Affiliates) as set forth herein; and

WHEREAS, the Tranche A-1 Borrower requested and the Tranche A-1 Lenders (as defined below) have agreed to provide an additional senior secured debtor-in-possession delayed draw term loan facility to the Tranche A-1 Borrower (the "Tranche A-1 Facility", and together with the Original Facility, the "Facilities"), in an aggregate principal amount of up to $[300,000,000][1] of "new money" Loans that will be made available to the Tranche A-1 Borrower subject to the terms and conditions set forth herein, with the proceeds of such "new money" Loans to be used to fund working capital and general corporate purposes

[1] [NTD: Total amount to be reduced on a dollar-for-dollar basis to the extent that the aggregate principal amount of commitments with respect to the Tranche A Facility exceeds $900,000,000.]

and certain permitted administrative expenses of the Chapter 11 Debtors during the pendency of the Chapter 11 Cases and to make certain other payments, in each case, in accordance with the Approved Budget (as defined below) and with the terms of this Agreement as set forth herein; and

WHEREAS, the Loan Parties have asked the Lenders to provide the Borrowers with the Loans under the Facilities and the Lenders are willing to do so, subject to the terms and conditions set forth in this Agreement and the Orders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

SECTION 1

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"363 Sale": a sale in connection with the Chapter 11 Cases pursuant to section 363 of the Bankruptcy Code.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%; and (c) the Term SOFR Rate for an Interest Period of one-month beginning on such day (or if such day is not a Business Day, on the immediately preceding Business Day) plus 100 basis points; provided, that, the ABR shall be deemed to be not less than 2.00%.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Accounting Principles": in respect of each Loan Party, or the relevant parent company of the such Loan Party, (i) generally accepted accounting principles in the jurisdiction of incorporation of such Loan Party or such parent company or (ii) IFRS, in each case to the extent applicable to the relevant financial statements and as applied by such Loan Party or such parent company from time to time (provided that on any date after the Closing Date the Loan Parties may make an election for the purpose of one or more provisions of the Loan Documents to establish that the Accounting Principles shall for the purpose of that provision mean the applicable Accounting Principles as in effect on a date that is on or prior to the date of such election).

"Actual First Day Motion Relief": with respect to any period, the sum, for such period, of all first day motion relief on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Non-Operating Activities": with respect to any period, the sum, for such period, of all non-operating activities on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Operating Disbursements": with respect to any period, the sum, for such period, of all actual operating disbursements on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Operating Receipts": with respect to any period, the sum, for such period, of all actual operating receipts for all line items, on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Actual Professional Fees": with respect to any period, the sum, for such period, of all professional fees on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Adequate Protection Fees": as defined in the Final Order.

"Adequate Protection Liens": as defined in the Final Order.

"Administrative Agent": as defined in the preamble.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"Agent" or "Agents": each of the DIP Agents and the Determination Agent, as context may require, and collectively referred to herein as the "Agents".

"Agent Account": the Administrative Agent's account set forth on Schedule 2.2 or such other account of the Administrative Agent, if any, which the Administrative Agent may designate by notice to the Borrowers and to each Lender to be the account for purposes of holding amounts constituting Loans; provided that the Required Lenders shall provide the Administrative Agent at least 30 days prior notice of any request to establish an Agent Account for the purpose of holding amounts denominated in Japanese Yen.

"Agents Fee Letter": the Fee Letter, dated as of the date hereof, by and among the Borrowers and the DIP Agents (as amended, restated, modified and supplemented from time to time).

"Agreed Currency": (i) Dollars, (ii) Euro and (iii) Japanese Yen.

"Agreement": as defined in the preamble.

"Allowed Professional Fees": as defined in the Orders.

"Amendment Final Order": the order approving the DIP Amendment Motion entered on June [__], 2026 [Docket No. [__]], which Amendment Final Order shall not be reversed, vacated, stayed, amended, restated, amended and restated, supplemented, extended or otherwise modified without the prior written consent of the Required Lenders.

"Amendment No. 3 Effective Date": June [12], 2026.

"Anti-Corruption Laws": the FCPA, the UK Bribery Act 2010 and all other applicable laws, rules and regulations related to corruption or bribery.

"Anti-Money Laundering Laws": the Patriot Act and all other applicable laws, rules and regulations related to money laundering or terrorism financing.

"Applicable Margin": for any day, with respect to:

(a) any Tranche B Loan, (i) with respect to any ABR Loan, 9.00% per annum, and (ii) with respect to any SOFR Loan, 10.00% per annum;

(b) any Tranche C-1 Loan, 1.50% per annum;

(c) any Tranche C-2 Loan, 1.75% per annum;

(d) any Tranche C-3 Loan, 1.50% per annum;

(e) any Tranche C-4 Loan, 1.75% per annum;

(f) any Tranche C-5 Loan, 1.75% per annum;

(g) any Tranche C-6 Loan, 2.00% per annum;

(h) any Tranche C-7 Loan, 2.25% per annum;

(i) any Tranche C-8 Loan, 2.25% per annum; and

(j) any Tranche A-1 Loan, (i) with respect to any ABR Loan, 9.00% per annum plus, from and after the Initial Maturity Date, in the event of a valid Maturity Extension, an additional 1.00% per annum, and (ii) with respect to any SOFR Loan, 10.00% per annum plus, from and after the Initial Maturity Date, in the event of a valid Maturity Extension, an additional 1.00% per annum.

"Approved Budget": the Initial Budget at all times until superseded by an Updated Budget, subject to the approval and objection rights of the Required Lenders set forth in Section 6.10(b).

"Approved Fund": as defined in Section 10.6(b).

"AR Facility": the $215,400,000 uncommitted accounts receivables purchase facility approved pursuant to the Bankruptcy Court's *Order (I) Approving the Debtors' Entry into and Execution of True Sales Under the Receivables Purchase Agreement, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Authorizing Payment of Fees and Expenses Thereunder, and (IV) Granting Related Relief* [Docket No. 1676].

"Asset Sale": any Disposition of property or series of related Dispositions of property.

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit A.

"Authorized Signatory": as defined in the definition of "Loan Withdrawal Notice".

"Available Tenor": as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that

is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date.

"Backstop Commitment Letter": that certain Amended and Restated Tranche B and Tranche C Senior Secured Debtor-in-Possession Credit Facility Commitment Letter, dated as of July 11, 2025, among the Tranche B Borrower and the Backstop Parties party thereto.

"Backstop Parties": the parties (other than the Tranche B Borrower) party to the Backstop Commitment Letter as of the date thereof.

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

"Bank Levy": any amount payable by any Lender or any of its Affiliates on the basis of, or in relation to its balance sheet or capital base or any part of that person or its liabilities or minimum regulatory capital or any combination thereof (including the United Kingdom bank levy as set out in Schedule 19 of the Finance Act 2011 (as amended), the French *taxe pour le financement du fonds de soutien aux collectivités territoriales* as set out in Article 235 ter ZE bis of the French Tax Code, the German bank levy as set out in the German Restructuring Fund Act 2010 (*Restrukturierungsfondsgesetz*), the Spanish bank levy (*Impuesto sobre los Depósitos en las Entidades de Crédito*) as set out in the Law 16/2012 of 27 December 2012, and any other levy or tax in any jurisdiction levied on a similar basis or for a similar purpose.

"Bankruptcy Code": title 11 of the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended and in effect from time to time, and any successor statute.

"Bankruptcy Court": the United States Bankruptcy Court for the District of Delaware, or any other court having jurisdiction over the Chapter 11 Cases.

"Benchmark": initially, the applicable Relevant Rate for the Agreed Currency; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant Section 2.24.

"Benchmark Replacement": for any Available Tenor, the first alternative set forth in the order below that can be determined by the Determination Agent for the applicable Benchmark Replacement Date; *provided* that, "Benchmark Replacement" shall mean the alternative set forth in clause (2) below:

(1) in the case of any Loan denominated in Dollars, Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Determination Agent and the Borrowers as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Determination Agent and the Borrowers for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time.

"Benchmark Replacement Date": with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, 11.00 a.m. on the day that is one (1) Business Day preceding the date of such setting in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period": with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24.

"Benefitted Lender": as defined in Section 10.7(a).

"Blocking Law":

(a) Council Regulation (EC) 2271/96 (or any law or regulation implementing such Regulation in any member state of the European Union);

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

(c) Council Regulation (EC) 2271/96, as it forms part of domestic law of the United Kingdom.

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrowers": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified by the Tranche A-1 Borrower or Tranche B Borrower in the Borrowing Notice as a date on which the Tranche A-1 Borrower or the Tranche B Borrower requests the relevant Lenders to make Tranche A-1 Loans or Tranche B Loans hereunder (it being understood that there could be multiple Borrowing Dates of the Tranche A-1 Loans or Tranche B Loans).

"Borrowing Notice": a request by the Tranche A-1 Borrower or Tranche B Borrower for a borrowing of Tranche A-1 or Tranche B Loans which, if in writing, shall be substantially in the form of Exhibit B.

"Budget Variance Test": as defined in the Final Order.

"Budgeted First Day Motion Relief": with respect to any period, the sum, for such period, of all budgeted first day motion relief (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Non-Operating Activities": with respect to any period, the sum, for such period, of all budgeted non-operating activities (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Operating Disbursements": with respect to any period, the sum, for such period, of all budgeted operating disbursements (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Operating Receipts": with respect to any period, the amounts for all budgeted operating receipts (as set forth in the Approved Budget) on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

"Budgeted Professional Fees": with respect to any period, the sum, for such period, of all budgeted professional fees and expenses, on a cumulative basis, as determined by reference to the Approved Budget as then in effect.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City, United States or Tokyo, Japan are authorized or required by law to close; provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, EURIBOR Loans, such day is also a TARGET2 settlement day.

"Capital Lease Obligations": as to any Person, 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, to the extent such obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under the Accounting Principles and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with the Accounting Principles.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Carve Out": as defined in the Final Order.

"Cash Equivalents": (a) marketable direct obligations issued by, or unconditionally guaranteed by (i) the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, (ii) the government of Japan or issued by any agency thereof and backed by the full faith and credit of the government of Japan or (iii) the United Kingdom government or issued by any agency thereof and backed by the full faith and credit of the United Kingdom, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States, Japan, the United Kingdom, or, in each case, any political subdivision thereof, having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor's Ratings Services ("S&P") or P 1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government, the government of Japan or the United Kingdom government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, Japan or the United Kingdom by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest substantially in assets satisfying the requirements of clauses (a) through (f) of this definition; (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; or (iv) other short-term investments utilized by Foreign Subsidiaries in accordance with the normal investment practices for cash management in investments of a type analogous to the foregoing.

"Cash Management Order": any order granting, on an interim or final basis (as the case may be) the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (a) Continue to Operate Their Cash Management System, (b) Honor Certain Prepetition Obligations Related Thereto, (c) Maintain Existing Business Forms, and (d) Perform Intercompany Transactions and (II) Granting Related Relief, filed at ECF No. 15 in the Chapter 11 Cases, which order shall not have been vacated, reversed or stayed except as otherwise agreed to in writing by the Required Lenders.

"Change in Law": (a) the adoption of any rule, regulation, treaty or other law after the Closing Date, (b) any change in any Requirement of Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control": (a) the Permitted Holders shall cease to have, on an aggregated basis the power, directly or indirectly, to vote or direct the voting of securities having a majority of the ordinary voting power for the election of directors of Holdings; provided that the occurrence of the foregoing event shall not be deemed a Change of Control if, for any reason whatsoever, (A) the Permitted Holders otherwise have, on an aggregate basis, the right, directly or indirectly, to designate (and do so designate) a majority of the board of directors of Holdings at such time or (B) the Permitted Holders own on an aggregate basis a majority of the outstanding voting Capital Stock of Holdings at such time, (b) Holdings shall cease to own, directly or indirectly, 100% of each Borrower on a fully diluted basis except as permitted by Section 7.4, (c) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Holdings, the Borrowers and their respective Subsidiaries, taken as a whole, to any Person, other than a Permitted Holder, or (d) the approval by the holders of the Capital Stock of each Borrower of any plan for the liquidation or dissolution of such Borrower (whether or not otherwise in compliance with the provisions of this Agreement), other than as approved by the Bankruptcy Court.

"Chapter 11 Cases": as defined in the Recitals.

"Chapter 11 Debtors": has the meaning assigned to the term "Debtors" in the Orders.

"Class": when used in reference to (i) any Loan, refers to whether such Loan is a Tranche A-1 Loan, Tranche B Loan or a Tranche C Loan; (ii) any Commitment, refers to whether such Commitment is a Tranche A-1 Commitment, Tranche B Commitment or Tranche C Commitment; or (iii) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class. For the avoidance of doubt, the Tranche A-1 Loans shall constitute one Class, the Tranche B Loans shall constitute one Class and the Tranche C-1 Loans, the Tranche C-2 Loans, the Tranche C-3 Loans, the Tranche C-4 Loans, the Tranche C-5 Loans, the Tranche C-6 Loans, the Tranche C-7 Loans and the Tranche C-8 Loans shall constitute one Class.

"Closing Date": as defined in Section 5.1. The Closing Date has occurred on June 13, 2025.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": has the meaning assigned to the term "DIP Collateral" in the Orders.

"Collateral Agent": as defined in the preamble.

"Commitment": with respect to each Lender, its Tranche A-1 Commitment, Tranche B Commitment and/or Tranche C Commitment, as the context may require.

"Committee": the official committee of unsecured creditors to be appointed in the Chapter 11 Cases.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with any Loan Party within the meaning of Section 4001 of ERISA or is part of a group of entities that includes any Loan Party and that is treated as a single employer under Section 414 of the Code.

"Conduit Lender": any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this

Agreement with respect to its Conduit Lender, and provided further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Conduit Lender is designated, or (b) be deemed to have any Loan Commitment.

"Conforming Changes": with respect to any Benchmark Replacement, any technical, administrative or operational changes that the Determination Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Determination Agent in a manner substantially consistent with market practice (or, if the Determination Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Determination Agent decides is reasonably necessary).

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

"Contractual Obligation": 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.

"Corresponding Tenor": with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Credit Date": as defined in Section 4.

"CRO": the Chief Restructuring Officer of Holdings, the Tranche A-1 Borrower and the Tranche B Borrower, whose identity and terms and conditions of employment are mutually acceptable to the Required Lenders and the Borrowers.

"Daily Simple SOFR": for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; provided that if Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Tranche A-1 Borrower and the Tranche B Borrower.

"Debtor Relief Laws": the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default": any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, as set forth therein, has been satisfied.

"Default Interest": as defined in Section 2.14(f).

"Defaulting Lender": any Lender that (a) has failed to fund any portion of its Loans required to be funded by it hereunder within three (3) Business Days of the date required to be funded by it hereunder, (b) has notified the Administrative Agent, any other Lender and/or Borrowers in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, or (e) has admitted in writing that it is insolvent or becomes subject to a Bail-In Action; provided, that (1) with respect to (a), (b) or (c), to the extent such Lender is making a good faith claim that it has no obligation to fund because the conditions to borrowing have not been met, then such Lender shall not be considered a Defaulting Lender, (2) as of any date of determination, the determination of whether any Lender is a Defaulting Lender hereunder shall not take into account, and shall not otherwise impair, any amounts funded by such Lender which have been assigned by such Lender to a Conduit Lender pursuant to Section 10.6(f), and (3) no Lender shall be a Defaulting Lender by virtue of any delay in processing funds by the DIP Agents or the Loan Parties.

"Designated Affiliate": an Affiliate or related fund or account, any investment fund, account, vehicle or other entity that is managed, advised or sub-advised by a Lender, its Affiliates or the same person or entity as such Lender or its Affiliates.

"Designated Tranche C Lender": as defined in Section 2.27(b).

"Designated Tranche C Loans": as defined in Section 2.27(b).

"Designation Notice": a notice substantially in the form attached hereto as Exhibit K.

"Determination Agent": the Administrative Agent (acting at the direction of the Required Lenders), or as otherwise requested by the Required Lenders.

"DIP Agent": each of the Administrative Agent, the Collateral Agent and the Escrow Agent, as context may require, and collectively referred to herein as the "DIP Agents".

"DIP Amendment Motion": the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Amend the DIP Credit Agreements and (II) Granting Related Relief* [Docket No. 2114] seeking approval of the Tranche A-1 Facility.

"DIP Amendment Motion Date": May 29, 2026.

"DIP Fees": as defined in the Orders.

"DIP Financing Interest": all interest expense paid in cash during such period in respect of this Agreement or, if applicable, the Senior DIP Credit Agreement.

"DIP Subordination Provisions": the provisions of the Orders governing the creation, perfection or subordination of Liens, obligations or claims (including administrative expense claims), the application or turnover of proceeds or distributions of assets or other property (including collateral), and other intercreditor rights and similar provisions, including but not limited to, the "DIP Subordination Provisions" (as defined in the Final Order), which terms were incorporated by reference in the Restructuring Support Agreement.

"Disposition": with respect to any property, any sale, lease, license, sale and leaseback, assignment, conveyance, transfer or other disposition thereof, including by way of merger or division. The terms "Dispose", "Disposed of" and "Disposing" shall have correlative meanings.

"Disqualified Lender": as defined in Section 10.6(b)(i)(F).

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Loan Party": any Loan Party that is organized under the laws of the United States, or any state thereof.

"Domestic Subsidiary": any Subsidiary of Holdings incorporated or organized in the United States or any State.

"EEA Financial Institution": (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": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": 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.

"Emergency Loan Repayment": as defined in the Orders.

"Enforceable Order": as defined in Section 11.4.

"English Loan Party": any Loan Party incorporated in England and Wales.

"Environmental Laws": any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or of human health as affected by exposure to Materials of Environmental Concern, as now or may at any time hereafter be in effect.

"Equal Treatment and Investment Opportunities": as defined in Section 9.13.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Plan": any employee benefit plan that is covered by ERISA and in respect of which any Loan Party or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA or which any Loan Party or a Commonly Controlled Entity has maintained, contributed to or had any liability (whether or not on account of such Loan Party or any Commonly Controlled Entities or contingent or otherwise) now or in the prior six (6) years.

"Erroneous Payment": as defined in Section 9.14(a).

"Erroneous Payment Deficiency Assignment": as defined in Section 9.14(d).

"Erroneous Payment Impacted Class": as defined in Section 9.14(d).

"Erroneous Payment Return Deficiency": as defined in Section 9.14(d).

"Escrow Agent": the Escrow Agent pursuant to the arrangements set forth in Section 11, which shall initially be GLAS AMERICAS LLC, its Affiliate or any other financial institution acceptable to the Required Lenders.

"Escrowed Loan Amount": shall have the meaning provided in Section 2.1(b).

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EURIBOR Loan": any Term Benchmark Borrowing of Tranche C Loans denominated in Euro.

"EURIBOR Rate": in relation to any Term Benchmark Borrowing of Tranche C Loans denominated in Euro:

(a) the applicable EURIBOR Screen Rate; or

(b) (if no EURIBOR Screen Rate is available for the Interest Period of such Tranche C Loan) the Interpolated Screen Rate for such Tranche C Loan; or

(c) if:

(i) no EURIBOR Screen Rate is available for the Interest Period of such Tranche C Loan; and

(ii) it is not possible to calculate an Interpolated Screen Rate for such Tranche C Loan, the Reference Bank Rate,

as of, in the case of paragraphs (a) and (c) above, the specified time on the Quotation Day for the offering of deposits in Euro for a period equal in length to the Interest Period of the relevant Tranche C Loan (provided that, if that rate is less than the Floor, the EURIBOR Rate shall be deemed to be the Floor).

"EURIBOR Screen Rate": in relation to the EURIBOR Rate, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over administration of that rate) for the relevant Interest Period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate). If such page or service ceases to be available, the Determination Agent may specify another page or service displaying the relevant rate after notice to the Borrowers.

"Euro," "Euros," "euro," "euros," "€" and "EUR": the single currency unit of the member states of the European Union that adopt or have adopted (and have not ceased to adopt) the Euro as their lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Event of Default": as defined in Section 8.1.

"Excluded Assets": as defined in the Security Documents.

"Excluded Subsidiary": (a) any Subsidiary listed on Schedule 1.1(b) and (b)(i) any Subsidiary of Holdings that is mutually determined by the Required Lenders and the Borrowers to be immaterial, and (ii) any non-U.S. Subsidiary if at such time such Subsidiary's Guaranty (x) is prohibited by any Governmental Authority with authority over such non-U.S. Subsidiary, (y) is prohibited by applicable law or regulation or analogous restriction of the jurisdiction of incorporation or organization of such non-U.S. Subsidiary, or (z) would result in a substantial risk to the officers or directors of such Subsidiary of a civil or criminal liability, (c) any Subsidiary that is incorporated or organized in the countries of Slovakia, Turkey, India and Thailand and, (d) any non-U.S. Subsidiary under circumstances where the Required Lenders and the Borrowers mutually determine that the cost, burden, difficulty or consequence of providing such Guaranty at such time is excessive in relation to the value afforded thereby.

"Excluded Taxes": any of the following Taxes imposed on or with respect to a recipient or required to be withheld or deducted from a payment to a recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes or withholding Taxes levied by Japan (or any political subdivision thereof) other than Specified Japanese Taxes, in each case, imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.22(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.19, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Lender's failure to comply with Section 2.19(f), (d) any withholding Taxes imposed under FATCA, (e) any Taxes imposed by Germany because the relevant recipient of payment is a Non-Cooperative Jurisdiction Resident Party, and (f) Taxes imposed to the extent suffered or incurred in respect of any Bank Levy.

"Exit Fees": as defined in Section 2.8(h).

"Extraordinary Receipts" shall mean any cash receipts received by any Loan Party or any Subsidiary thereof not in the ordinary course of business, including (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (b) indemnification payments received by any Loan Party or Subsidiary (other than to the extent such indemnification payments are immediately payable pursuant to the terms thereof to a Person that is not an Affiliate of the Borrowers or any of its Subsidiaries) or (c) any purchase price adjustment or working capital adjustment received by any Loan Party or Subsidiary pursuant to any purchase agreement or related documentation, (d) any tax refunds, ERISA Plan reversions or Foreign Plan reversions, in each case, received by any Loan Party or Subsidiary.

"Facilities": as defined in the Recitals.

"FATCA": Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA": the Foreign Corrupt Practices Act of 1977, as amended from time to time, and the rules and regulations thereunder.

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Determination Agent, from three federal funds brokers of recognized standing selected by it.

"Final Order": the Original Final Order as amended, supplemented or otherwise modified by the Amendment Final Order.

"Financing Transactions": the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party (including the payment of all fees, costs, expenses and disbursements required under any of the Loan Documents or in connection with the transactions contemplated thereunder), the borrowing of Loans and the use of proceeds thereof and the other transactions contemplated or entered into under the Loan Documents.

"Flood Insurance Laws": collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Floor": the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Term SOFR Rate, the EURIBOR Rate and the TIBOR Rate, as applicable. For the avoidance of doubt, the initial Floor for (i) the Term SOFR Rate shall be 1.00%, and (ii) the EURIBOR Rate and the TIBOR Rate shall be 0.00%.

"Foreign Collateral": any Collateral granted by, or over the share capital of, a Foreign Subsidiary (in each case, subject to and in accordance with the Security Principles.)

"Foreign Disposition": as defined in Section 2.11(e).

"Foreign Lender": as defined in Section 2.19(f).

"Foreign Loan Party": each Loan Party which is not incorporated or organized in the United States or any State.

"Foreign Plan": each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to U.S. law and is maintained or contributed to by any Loan Party or any Commonly Controlled Entity.

"Foreign Security Documents": the collective reference to the Post-Closing Foreign Security Documents.

"Foreign Subsidiary": any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Global Intercompany Note": that certain Amended and Restated Global Intercompany Note and Subordination Agreement, dated as of July 23, 2025, among each Loan Party and each Subsidiary of Holdings that is not a Loan Party, in each case from time to time party thereto, substantially in the form of Exhibit I, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Governmental Authority": any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government (including any supranational bodies such as the European Union), any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

"Guarantee Limitations" has the meaning given to that term in the Guaranty.

"Guarantee Obligation": as to any Person (the "guaranteeing person") any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrowers in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors, subject to the Legal Reservations and Perfection Requirements. For the avoidance of doubt, any Subsidiary that was or is a borrower or a guarantor under or in respect of the Prepetition Credit Agreements or the Senior DIP Credit Agreement shall be a Guarantor hereunder (other than Marelli Machine Works Japan Co., Ltd.).

"Guaranty": that certain Junior Secured Superpriority Debtor-in-Possession Guaranty, dated as of June 13, 2025, entered into by the Borrowers, the Guarantors and the Agent, substantially in the form of Exhibit H, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Holdings": Marelli Holdings Co., Ltd., a company incorporated under the laws of Japan.

"IFRS": International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Loan Parties and their Subsidiaries are, or may be, required to comply.

"Incumbency Certificate": as defined in the definition of "Loan Withdrawal Notice".

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables incurred after the Petition Date in the ordinary course of such Person's business consistent with past practices that are not more than 60 days past due or that are being subject to good faith dispute), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) the principal portion of all Capital Lease Obligations of such Person, (f) all outstanding reimbursement obligations of such Person as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all mandatorily redeemable preferred Capital Stock of such Person issued to parties other than Holdings or its Subsidiaries, if the scheduled redemption date is prior to the scheduled maturity date of the Loans (except as a result of a Change of Control or Asset Sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or Asset Sale shall be subject to the prior repayment in full (in cash in Dollars in immediately available funds) of the Loans and all other Obligations that are accrued and owing), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) the amount of all obligations of such Person in respect of Swap Agreements (determined, for this purpose, in respect of any Swap Agreement, based on the maximum aggregate amount, giving effect to any netting agreements, that such Person would be required to pay if such Swap Agreement were terminated at the time); provided, however, that (i) the amount of Indebtedness which is limited or non-recourse to such Person or for which recourse is limited to an identified asset shall be equal to the lesser of (1) the amount of such Indebtedness and (2) the fair market value of such asset as at the date of determination, (ii) amounts which are reserved by such Person for payment of insurance premiums due within twelve months of such date shall not constitute Indebtedness and (iii) Indebtedness shall not include obligations with respect to (1) deferred compensation, (2) liabilities associated with customer prepayments and deposits and any obligations under ERISA and other accrued obligations in the ordinary course of business, (3) obligations under employment agreements and (4) deferred revenue and deferred tax liabilities. Notwithstanding the foregoing, the term "Indebtedness" shall not include contingent post-closing purchase price adjustments, non-compete or consulting obligations or earn-outs to which the seller in an Investment may become entitled until such amounts become due and payable. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Indemnified Liabilities": as defined in Section 10.5.

"Indemnified Taxes": (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 (a), Other Taxes. For the avoidance of doubt, Indemnified Taxes shall include Specified Japanese Taxes.

"Indemnitee": as defined in Section 10.5.

"Initial Budget": the budget attached hereto as Exhibit F.

"Initial Maturity Date": December 31, 2026.

"Initial Tranche A-1 Loans": the Tranche A-1 Loans made on the Borrowing Date that occurs substantially simultaneously with the Amendment No. 3 Effective Date.

"Initial Tranche B Loans": the Tranche B Loans made on the first Borrowing Date.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

"Intellectual Property": the collective reference to all rights, priorities and privileges under any intellectual property, whether owned or licensed, and whether arising under United States, multinational or foreign laws or otherwise, including copyrights, patents, trademarks, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercreditor Agreement": (i) the DIP Subordination Provisions pertaining to the relationship between the DIP Agents and the Lenders, on the one hand, and (A) the Senior DIP Agents and Lenders under (and as defined in) the Senior DIP Credit Agreement and (B) the Prepetition Agents, on the other hand, and (ii) any intercreditor agreement or subordination agreement entered into from time to time in form and substance reasonably satisfactory to the Required Lenders.

"Interest Payment Date": (a) as to any ABR Loan, the last Business Day of each calendar month while such ABR Loan is outstanding and the final maturity date of such ABR Loan, (b) as to any SOFR Loan, the last Business Day of the applicable Interest Period, and (c) as to all Tranche A-1 Loans or Tranche B Loans, the date of any repayment or prepayment made in respect thereof.

"Interest Period": as to any SOFR Loan, EURIBOR Loan or the TIBOR Loan, as applicable, (a) initially, the period commencing on the borrowing, continuation or conversion date, as the case may be, with respect to such Loan and ending one month thereafter; and (b) thereafter, each period commencing on the last day of the preceding Interest Period applicable to such Loan and ending one month thereafter; provided, that, all of the foregoing provisions relating to Interest Periods are subject to the following:

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

(b) the Borrowers may not select an Interest Period that would extend beyond the date final payment is due on the Loan;

(c) 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 a calendar month; and

(d) the Borrowers shall select Interest Periods so as not to require a payment or prepayment of any Loan during an Interest Period for such Loan.

"Interim Order": the Interim Order entered by the Bankruptcy Court on June 12, 2025, in the Chapter 11 Cases [Docket No. 109].

"Intermediate Holdings": Marelli Corporation, a Japanese corporation.

"Interpolated Screen Rate": in relation to the EURIBOR Rate for any Tranche C Loan, the rate which results from interpolating on a linear basis between:

(a) the applicable EURIBOR Screen Rate for the longest period (for which that EURIBOR Screen Rate is available) which is less than the Interest Period of such Tranche C Loan; and

(b) the applicable EURIBOR Screen Rate for the shortest period (for which that EURIBOR Screen Rate is available) which exceeds the Interest Period of such Tranche C Loan,

each as of the time on the Quotation Day for the offering of deposits in the currency of such Tranche C Loan.

"Investment": with respect to any Person, (i) any purchase or other acquisition by such Person of, or of a beneficial interest in, any Capital Stock or Indebtedness of any other Person, (ii) any loan or advance (by way of guaranty or otherwise) or capital contribution by such Person to or in any other Person (other than accounts receivable and trade credit) or (iii) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such other Person. The amount of any Investment outstanding as of any time shall be the original cost of such Investment (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrowers' good faith estimate of the fair market value of such asset or property at the time such Investment is made) plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, less all Returns received by the Borrowers or any Subsidiary in respect thereof.

"Italian Civil Code": the Italian civil code enacted by Italian Royal Decree No. 262 of 16 March 1942, as subsequently amended and supplemented.

"Japanese Branch Lender": as defined in Section 2.19(f).

"Japanese Yen" or "¥": the lawful currency of Japan.

"Joint Security Agent": GLAS USA LLC, as joint security agent pursuant to the JSAAA, together with its successors and assigns in such capacity.

"Joint Venture": a joint venture, partnership or similar arrangement, whether in corporate, partnership or other legal form.

"JSAAA": the Joint Security Agent Appointment Agreement, dated as of June 27, 2025, among the Tranche B Borrower, the Tranche C Borrower, GLAS USA LLC, as Senior DIP Agent, certain lenders under the Senior DIP Credit Agreement, GLAS USA LLC, as Administrative Agent and Collateral Agent, certain Lenders and GLAS USA LLC, as Joint Security Agent (as defined therein), as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Legal Reservations": (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the principle of reasonableness and fairness, the limitation of

enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors, and similar principles or limitations under the laws of any applicable jurisdiction, (b) the application of the relevant bankruptcy laws general principles of equity (where such concept is recognized in relevant local law), (c) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984) and defenses of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void and defenses of set-off, counterclaim or acquiescence and similar principles or limitations under the laws of any applicable jurisdiction, (d) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge, (e) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (g) the principle that the creation or purported creation of collateral or security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any claim, other right, contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests have purportedly been created, (h) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason, (i) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Administrative Agent or other similar provisions, (j) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies, (k) the principles of private and procedural laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment, (l) the accessory nature of security in any applicable jurisdiction, (m) the principle that in certain circumstances pre-existing security purporting to secure any additional indebtedness, further advances or other financial accommodation following an amendment may be void, ineffective, invalid or unenforceable, (n) similar principles, rights and defenses under the laws of any relevant jurisdiction, (o) the accessory nature of certain German law governed security and (p) any other matters which are set out as qualifications or reservations (however described) as to matters of law in the legal opinions delivered under or in connection with the Loan Documents.

"Lender": each of the banks, financial institutions and other Persons listed on the signature pages hereof as a Lender and each Person that shall become a Lender hereunder after the Closing Date pursuant to Section 2.22 and Section 10.6, in each case, for so long as such Person shall be a party to this Agreement; provided, that, unless the context otherwise requires, each reference herein to a Lender shall be deemed to include any Conduit Lender.

"Lender Advisors": Akin Gump Strauss Hauer & Feld LLP, AlixPartners, LLP, Houlihan Lokey Capital, Inc. and any other advisors, counsel, consultants and other professionals as are reasonably required by the Required Lenders in connection with the Facility.

"Lien": any mortgage, pledge, hypothecation, collateral assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Liquidity": at any time, the sum of unrestricted cash and Cash Equivalents of the Chapter 11 Debtors at such time.

"Liquidity Certificate": as defined in Section 6.10(d).

"Loan Commitment": as to each Lender, the aggregate principal amount of such Lender's share of the Total Loan Commitments, as the same may be modified pursuant to the terms hereof.

"Loan Documents": collectively, this Agreement, each Order, the Agents Fee Letter, the Intercreditor Agreement, the Guaranty, each Security Document, each Note, each Borrowing Notice and any amendment, waiver, supplement or other modification to any of the foregoing (and each such document, a "Loan Document").

"Loan Escrow Account": the escrow account (together with relevant callback contact information) listed on Schedule V hereto with the Escrow Agent into which the Escrowed Loan Amount shall be deposited and retained subject to either (i) withdrawal thereof by the Borrowers pursuant to a Loan Withdrawal Notice in accordance with Section 5.3 or as a result of the delivery of a Carve Out Trigger Notice (as defined in the Orders) or (ii) returned to the Lenders upon the occurrence of the Maturity Date or for any other reason whatsoever as set forth in this Agreement.

"Loan Parties": collectively, Holdings, the Borrowers and the Subsidiary Guarantors.

"Loan Withdrawal": as defined in Section 5.3.

"Loan Withdrawal Notice": a notice substantially in the form attached hereto as Exhibit J to be signed by (i) the Administrative Agent or (ii) an authorized signatory of the Tranche B Borrower (as indicated in an incumbency certificate in the form reasonably satisfactory to the Escrow Agent (an "Incumbency Certificate") provided to the Escrow Agent, an "Authorized Signatory"), as applicable (it being understood and agreed that the Tranche B Borrower may at any time (but not less than two Business Days before the change of Authorized Signatories becomes effective) replace or rescind their list of Authorized Signatories provided to the Escrow Agent and any such change will not take effect until the Escrow Agent actually receives an updated Incumbency Certificate), and delivered by the Tranche B Borrower to the Escrow Agent and the other DIP Agents from time to time to request a Loan Withdrawal from the Loan Escrow Account.

"Loans": the Tranche A-1 Loans, Tranche B Loans and/or Tranche C Loans, as the context may require.

"Management Conference Call": as defined in Section 6.10(e).

"Marketing Process": has the meaning set forth in the Restructuring Support Agreement.

"Material Adverse Effect": a material adverse effect on (i) the business, operations, performance, properties or liabilities of the Loan Parties and their respective subsidiaries, taken as a whole, (ii) the ability of the Borrowers or the Guarantors to perform their respective obligations under the Loan Documents or (iii) the ability of the DIP Agents and the Lenders to enforce the Loan Documents.

"Material Contracts": collectively, any contract or contracts by Holdings and/or its Subsidiaries, that, when terminated, represents a loss or disruption of operations more than $5,000,000 in value.

"Material Owned Real Property": any real property located in the United States, or any other applicable jurisdictions as set forth in the Security Principles, owned in fee by any Loan Party having a fair market value of more than $5,000,000, as reasonably determined in good faith by the Borrowers.

"Materials of Environmental Concern": any chemicals, materials, wastes or substances regulated, listed, defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous

materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," or "toxic pollutants," under, or for which liability or standards of conduct are imposed due to their dangerous or deleterious properties or characteristics pursuant to, any Environmental Law, including petroleum or petroleum by-products, asbestos or asbestos-containing materials or products, greenhouse gases, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, radon, fungus, toxic mold, or other substances that may have an adverse effect on human health or the environment.

"Maturity Date": the earliest of to occur of: (a) the Initial Maturity Date; provided that solely if (i) the Maturity Extension Conditions have been satisfied as of the Initial Maturity Date and (ii) the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower certifying that the Maturity Extension Conditions have been satisfied as of the Initial Maturity Date (which certificate shall be promptly distributed by the Administrative Agent to the Lenders), the Initial Maturity Date shall be automatically extended to March 31, 2027 (any such extension, a "Maturity Extension"); (b) the consummation of any sale or Disposition of all or substantially all of the Chapter 11 Debtors' assets pursuant to a 363 Sale; (c) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization (including a Plan of Reorganization) filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (d) the date of the acceleration of the Loans and the termination of the Commitments with respect to this Facility in accordance with the terms hereof and the other Loan Documents; (e) the date that the Loans (as defined in the Senior Loan Agreement) are required to be repaid (whether at stated maturity or by acceleration); and (f) to the extent the Bankruptcy Court approves an alternative transaction (including, but not limited to, a 363 Sale), the Loans must be repaid within five (5) Business Days of the entry by the Bankruptcy Court of an order approving such alternative transaction.

"Maturity Extension Conditions": as of the Initial Maturity Date, (i) a confirmation order approving a Plan of Reorganization has been entered by the Bankruptcy Court on or prior to the Initial Maturity Date and such order has not been reversed, vacated or stayed, but the effective date of such Plan of Reorganization has not occurred solely due to the absence of any pending approval by a Governmental Authority that is necessary to consummate the transactions contemplated thereby, (ii) a bona fide binding commitment with respect to exit financing has been obtained by the Chapter 11 Debtors in an amount sufficient to repay all of the Senior DIP Obligations and the Tranche A-1 Obligations (including, for the avoidance of doubt, the Exit Fees) in cash on the effective date of such Plan of Reorganization (unless, in the case of the Tranche A-1 Obligations, agreed otherwise pursuant to this Agreement by all Tranche A-1 Lenders), and such commitment has not expired or terminated according to its terms, (iii) the scheduled maturity date of all Senior DIP Obligations have been extended to March 31, 2027 and (iv) no Default or Event of Default has occurred and is continuing.

"Maturity Extension": as defined in the definition of "Maturity Date".

"Milestones": the milestones set forth on Schedule IV.

"Moody's": as defined in the definition of "Cash Equivalents."

"Mortgaged Properties": the Material Owned Real Property, if any, of any Loan Party as to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien pursuant to the Mortgages. For the avoidance of doubt, any owned real property as to which a Senior DIP Agent or a Prepetition Agent has been granted a Lien shall be a Mortgaged Property hereunder.

"Mortgages": all fee mortgages, mortgage deeds, deeds of trust, deeds to secure debt, and other similar instruments, executed or to be executed by any Loan Party (i) which provide the DIP Agents, for

the benefit of the Secured Parties, a Lien on Material Owned Real Property pursuant to Section 6.9(b), as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Multiemployer Plan": an ERISA Plan that is a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

"Net Cash Flow": as used in the Approved Budget.

"Net Cash Proceeds": (a) in connection with any Asset Sale, Extraordinary Receipt or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys' fees, accountants' fees, investment banking fees and any amounts required to be applied to the repayment of Indebtedness (including, without limitation, principal, interest, premium and penalties, if any) secured by a Lien expressly permitted hereunder on the asset that is the subject of such Asset Sale, Extraordinary Receipt or Recovery Event (and no other asset) and other related fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof and net of (i) any reasonable reserves established in connection therewith, (ii) reasonable holdbacks, (iii) reasonable indemnity obligations relating thereto, (iv) in the case of any Disposition or casualty or condemnation or similar proceeding by a Joint Venture or a Non-Wholly-Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of Holdings, either Borrower or any other wholly-owned Subsidiary as a result thereof and (v) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition until such time as the funds are released back to the applicable Loan Party pursuant to such escrow agreement and (b) in connection with any issuance or sale of Capital Stock, capital contribution or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other related fees and expenses actually incurred in connection therewith.

"Non-Bank Compliance Certificate": as defined in Section 2.19(f).

"Non-Consenting Tranche A-1 Lender": as defined in Section 2.22(b).

"Non-Consenting Tranche B/C Lender": as defined in Section 2.22(b).

"Non-Cooperative Jurisdiction": shall mean a non-cooperative tax jurisdiction (*nicht kooperierendes Steuerhoheitsgebiet*) within the meaning of the German Defence against Tax Havens Act (*Gesetz zur Abwehr von Steuervermeidung, unfairem Steuerwettbewerb und zur Änderung weiterer Gesetze*, the "SteueroasenAbwG") and the respective legislative decree (*Rechtsverordnung*), each as amended, supplemented or restated.

"Non-Cooperative Jurisdiction Resident Party": shall mean a party to this Agreement that is resident in a Non-Cooperative Jurisdiction pursuant to Section 2 paragraph 2 of the SteueroasenAbwG.

"Non-Japanese Lender": as defined in Section 2.19(f).

"Non-Wholly-Owned Subsidiary": any Subsidiary that is not a Wholly-Owned Subsidiary.

"Notes": the collective reference to any promissory note evidencing Loans.

"Obligations": the unpaid principal of and interest (including Default Interest and any interest accruing after the maturity of the Loans) on the Loans and all other obligations and liabilities of every nature of the Borrowers and each other Loan Party, as applicable, to any Agent (including any former Agent), to any Lender or any other Secured Party, whether matured, unmatured, direct or indirect, absolute or contingent, primary, secondary, liquidated, unliquidated, disputed, undisputed, joint, joint and several, legal, equitable, secured or unsecured, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees (including the Exit Fees, the Tranche B Commitment Fee, the Tranche B Backstop Commitment Premium, the Tranche B Unfunded Facility Fee, Tranche A-1 Commitment Fee, the Tranche A-1 Funding Fee and the Tranche A-1 Unfunded Facility Fee), costs, expenses, charges and disbursements of counsel to the Agents or to any Lender or in respect of any Lender Advisor that are required to be paid by any Borrower or any Guarantor pursuant hereto) or otherwise, and whether or not any claim for such liability is discharged, stayed, or otherwise affected by any proceeding under any Debtor Relief Law. Without limiting the generality of the foregoing, the Obligations of each Borrower and each other Loan Party include the obligation to pay (i) disbursements, indemnities and other amounts payable by such Person under any Loan Document and (ii) all costs and expenses incurred by the Collateral Agent and/or any other Secured Party to obtain, preserve, perfect and enforce the security interest, including but not limited to all reasonable attorneys' fees and expenses of any Agent or any other Secured Party to enforce the Obligations whether or not by litigation.

"Orders": collectively, the Interim Order and the Final Order, or separately, the Interim Order or the Final Order, as context requires.

"Original Facility": as defined in the Recitals.

"Original Facility Motion": the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 22] seeking approval of the Original DIP Facilities and use of Cash Collateral.

"Original Final Order": the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Docket No. 449] entered on July 30, 2025, which Original Final Order shall not be reversed, vacated, stayed, amended, restated, amended and restated, supplemented, extended or otherwise modified without the prior written consent of the Required Lenders.

"Organizational Documents": of any Person, the charter, memorandum and articles of association, articles or certificate of organization or incorporation and bylaws or other organizational or governing or constitutive documents of such Person. In respect of any Loan Party incorporated in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) Organizational Documents shall be a copy of the electronic extract from the commercial register (*Handelsregisterauszug*), articles of association (*Gesellschaftsvertrag*) and list of shareholders (*Gesellschafterliste*).

"Other Connection Taxes": with respect to any DIP Agent or any Lender, Taxes imposed as a result of a present or former connection between the DIP Agents or such Lender and the jurisdiction imposing such Tax (other than connections arising solely from the applicable DIP Agent or such Lender having executed, delivered, become a party to, performed its obligations under, received payments under

or enforced any Loan Document, received or perfected a security interest under, engaged in any other transaction pursuant to, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes": any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes (including, for the avoidance of doubt, the Italian registration Tax) or any other excise or property Taxes, charges or similar levies (including any interest, additions to Tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment pursuant to Section 2.22).

"Outbound Investment Rules": the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, Public Law No. 119-16, or any similar law or regulation; as of the Reaffirmation Date, and as codified at 31 C.F.R. § 850.101 et seq.

"Participant": as defined in Section 10.6(c).

"Patriot Act": the USA PATRIOT Act Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"Payment Recipient": as defined in Section 9.14(a).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Perfection Requirements": the making or the procuring of the appropriate registrations, filing, endorsements, notarization, stampings and/or notifications of or under the Security Documents and/or the security interests created thereunder and any other actions or steps, necessary in any jurisdiction or under any laws or regulations in order to create or perfect any security interests, or the Security Documents or to achieve the relevant priority expressed therein.

"Permitted Disposition": (i) any sale or discount of past due accounts receivable in the ordinary course of business consistent with past practice; (ii) (x) any lease as lessor or license as licensor of isolated parcels of real property or isolated items of personal property (including Intellectual Property) in the ordinary course of business consistent with past practice and (y) any grant of options to purchase, lease or acquire isolated parcels of real property or isolated items of personal property (including Intellectual Property) in the ordinary course of business consistent with past practice; and (iii) any sale or exchange of isolated specific items of equipment, so long as the purpose of each sale or exchange is to acquire (and results within one hundred eighty (180) days of such sale or exchange in the acquisition of) replacement items of equipment which are, in the reasonable business judgment of Holdings, the Borrowers and their Subsidiaries, the functional equivalent of the item of equipment so sold or exchanged and provided Administrative Agent has at all times after such acquisition a valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Lien on, and security interest in, the replacement property with the same priority or better than the Collateral being sold or exchanged to the extent such disposed of property was Collateral.

"Permitted Holders": the Sponsor.

"Permitted Liens": Liens permitted by Section 7.3.

"Permitted Variances": as defined in the Final Order.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Petition Date": as defined in the Recitals.

"PIK Fees": as defined in Section 2.14(i).

"PIK Interest": Tranche A-1 PIK Interest and/or Tranche B PIK Interest, as applicable.

"Plan of Reorganization": a plan of reorganization under the Chapter 11 Cases (including all related schedules, supplements, exhibits and orders, as applicable) which shall comply with the provisions of the Restructuring Support Agreement and the Restructuring Term Sheet and shall provide for the payment in full of all Tranche A-1 Obligations in cash or be otherwise reasonably acceptable to all Tranche A-1 Lenders and, in the case of the Tranche B/C Obligations, to the Required Tranche B/C Lenders.

"Polish Insolvency-Restructuring Event of Default": as defined in Section 8.1.

"Post-Closing Foreign Security Documents": the collective reference to the collateral documents listed on Schedule 6.12.

"Prepayment Notice": as defined in Section 2.10.

"Prepetition Administrative Agents": collectively, the Prepetition Emergency Loan Administrative Agent and the Prepetition Senior Facility Administrative Agent.

"Prepetition Agents": collectively, the Prepetition Administrative Agents and the Prepetition Collateral Agents.

"Prepetition Backup Facility Agreement": that certain Loan Agreement, dated as of March 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof in accordance with the terms thereof), by and among Holdings, Marelli Corporation, Marelli Kyushu Corporation, Marelli Fukushima Corporation, Marelli Machine Works Japan Co., Ltd., and Mizuho Bank, Ltd.

"Prepetition Collateral Agents": collectively, the Prepetition Emergency Loan Collateral Agent and the Prepetition Senior Facility Administrative Agent.

"Prepetition Credit Agreements": collectively, (i) the Prepetition Backup Facility Agreement, (ii) the Prepetition Emergency Loan Agreement and (iii) the Prepetition Senior Facility Agreement.

"Prepetition Emergency Loan Administrative Agent": Mizuho Bank, Ltd., as "Facility Agent" under, and as such term is defined in, the Prepetition Emergency Loan Agreement.

"Prepetition Emergency Loan Agreement": that certain Loan Agreement, dated as of May 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof in accordance with the terms thereof), by and among Mizuho Bank, Ltd. as the lender, the Prepetition Emergency Loan Administrative Agent, the Prepetition Emergency Loan Collateral Agent and Holdings.

"Prepetition Emergency Loan Collateral Agent": Mizuho Bank, Ltd., as "Security Agent" under, and as such term is defined in, the Prepetition Emergency Loan Agreement.

"Prepetition Lenders": collectively, (i) the "Lender" (as defined in the Prepetition Backup Facility Agreement), (ii) the "Lenders" (as defined in the Prepetition Emergency Loan Agreement) and (iii) the "Lenders" (as defined in the Prepetition Senior Facility Agreement).

"Prepetition Loan Documents": collectively, (i) the "Loan Related Agreements" (as defined in the Prepetition Backup Facility Agreement), (ii) the "Loan Related Agreements" (as defined in the Prepetition Emergency Loan Agreement) and (iii) the "Loan Related Documents" (as defined in the Prepetition Senior Facility Agreement).

"Prepetition Loan Obligations": collectively, (i) all obligations and undertakings of the "Borrower" (as defined in the Prepetition Backup Facility Agreement) under the Prepetition Backup Facility Agreement, (ii) all obligations and undertakings of the "Borrower" and the "Guarantors" (each as defined in the Prepetition Emergency Loan Agreement) under the Prepetition Emergency Loan Agreement and (iii) all Senior Loan Claims.

"Prepetition Secured Parties": the Prepetition Agents and the Prepetition Lenders.

"Prepetition Senior Facility Administrative Agent": Mizuho Bank, Ltd., as "Agent" under, and as such term is defined in, the Prepetition Senior Facility Agreement.

"Prepetition Senior Facility Agreement": that certain Facility Agreement, dated as of March 23, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof in accordance with the terms thereof) by and among CK Holdings Co., Ltd., those lenders and arrangers party thereto, the Prepetition Senior Facility Administrative Agent, and KKR Capital Markets Japan Ltd., as the coordinator.

"Prime Rate": for any day, a rate per annum that is publicly quoted from time to time by The Wall Street Journal as the "Prime Rate" in the United States (or, if The Wall Street Journal ceases quoting a base rate of the type described, either (a) the per annum rate quoted as the base rate on corporate loans in a different national publication as selected by the Determination Agent and acceptable to the Required Lenders or (b) the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the Bank prime loan rate or its equivalent).

"Pro Rata Share": with respect to a Lender, the percentage obtained by dividing (a) the aggregate principal amount of outstanding Loans held by such Lender plus such Lender's unfunded Commitment by (b) the aggregate principal amount of outstanding Loans held by all Lenders plus the unfunded Total Loan Commitments (in each case, including, for the avoidance of doubt, capitalized PIK Fees and capitalized PIK Interest).

"Properties": as defined in Section 4.17(a).

"Proposed Change": as defined in Section 2.22(b).

"Qualifying Credit Bid": as defined in Section 9.13.

"Quotation Day": in relation to any period for which an interest rate is to be determined:

(a) if the currency is euro, 2 Business Days before the first day of that period,

unless, in the case of a Quotation Day market practice differs in the Relevant Market for a currency, in which case the Quotation Day for that currency will be determined by the Determination Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given in the Relevant Market on more than one day, the Quotation Day will be the last of those days).

"Recovery Event": any event that gives rise to any recovery, settlement, award, payment, proceeds, receipts or other consideration of any kind in respect of any (a) insurance claim or condemnation proceeding payable by reason of any theft, loss, physical destruction, damage, taking, condemnation or any other similar event, (b) Tax refunds (whether relating to foreign, United States, state, local or other Taxes), (c) pension plan reversions, (d) judgments, settlements, determinations or any other relief or award received in connection with any cause of action and/or (e) indemnities.

"Reference Bank Rate": the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Determination Agent at its request by the Reference Banks in relation to the EURIBOR Rate, as the rate at which the relevant Reference Bank could borrow funds in the European interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

"Reference Banks": in relation to the EURIBOR Rate, the principal London offices of Rabobank, Nordea and BBVA or, in each case, such other banks (each with a long-term corporate credit rating of equal to or better than A3 according to Moody's and equal to or better than A- according to S&P) as may be selected by the Borrowers and notified to the Determination Agent.

"Register": as defined in Section 10.6(b)(iii).

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, trustees, shareholders, officers, directors, employees, agents, controlling persons and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body": (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, and (iii) with respect to a Benchmark Replacement in respect of Loans denominated in Japanese Yen, the Bank of Japan, or a committee officially endorsed or convened by the Bank of Japan or, in each case, any successor thereto.

"Relevant Market": in relation to euros, the European interbank market.

"Relevant Rate": (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Rate, and (iii) with respect to any Term Benchmark Borrowing denominated in Japanese Yen, the TIBOR Rate.

"Remedies Notice Period": "Notice Period" as defined in the Order in effect on the date of determination.

"Reportable Event": any of the events set forth in Section 4043 of ERISA, other than those events as to which the thirty (30) calendar day notice period is waived by applicable regulations under Section 4043 of ERISA.

"Required Lenders": at any time, the Required Tranche A-1 Lenders and Required Tranche B/C Lenders.

"Required Tranche A-1 Lenders": at any time, at least two (2) unaffiliated holders of at least 75% of the sum of (i) the aggregate unpaid principal amount of the Tranche A-1 Loans outstanding at such time and (ii) the aggregate unfunded Tranche A-1 Commitments in effect at such time.

"Required Tranche B/C Lenders": at any time, at least two (2) unaffiliated holders of at least 75% of the sum of (i) the aggregate unpaid principal amount of the Tranche B Loans outstanding at such time and (ii) the aggregate unfunded Tranche B Commitments in effect at such time.

"Requirement of Law": as to any Person, the charter and organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Requisite Instructing Lenders": as defined in Section 9.13.

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

"Responsible Officer": the chief executive officer, president, vice president, chief financial officer, treasurer, any company secretary or the senior vice president of finance of Holdings or the Borrowers, but in any event, with respect to financial matters, the chief financial officer, treasurer or senior vice president of finance of Holdings or the Borrowers.

"Restricted Payments": as defined in Section 7.6.

"Restructuring Support Agreement": that certain Restructuring Support Agreement (including all exhibits, schedules and attachments hereto), dated as of June 11, 2025 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the terms thereof), by and among each of the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

"Restructuring Term Sheet": as defined in the Restructuring Support Agreement.

"Return": with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other amount received or realized in respect thereof.

"Roll-Up Effective Date": the date the Original Final Order is entered by the Bankruptcy Court.

"S&P": as defined in the definition of "Cash Equivalents."

"Sanctioned Country": at any time, a country or territory which itself is, or whose government is, the target of comprehensive Sanctions broadly prohibiting dealings with such government, country, or territory (currently, Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk People's Republic,

Luhansk People's Republic, non-governmental controlled portions of the Kherson and Zaporizhzhia regions in Ukraine).

"Sanctioned Person": any Person that is (i) the target or subject of any Sanctions, including any Person designated on the Specially Designated Nationals and Blocked Persons list published by OFAC or any list of sanctioned persons issued by OFAC, the United States Department of State, the United Nations Security Council, the European Union or its member state, or His Majesty's Treasury of the United Kingdom or other relevant Sanctions authority, (ii) located, organized, or resident in a Sanctioned Country (iii) owned or controlled (as such terms are defined in applicable Sanctions) by, or whose property is deemed to be owned by 50% or more by, or acting on behalf of any Person(s) identified in clauses (i) and/or (ii) above such that such Person is subject to the same restrictions or prohibitions as such Person(s).

"Sanctions": any economic, financial or trade sanctions administered or enforced by the United States (including the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the United States Department of State), the United Nations Security Council, the European Union or its member states, or His Majesty's Treasury of the United Kingdom.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Secured Parties": collectively, the Lenders, and each of the DIP Agents, for and on behalf of itself and the Lenders.

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

"Security Agreement": that certain Junior Secured Superpriority Debtor-in-Possession Security Agreement, dated as of June 13, 2025, entered into by the Borrowers, the other Grantors (as defined therein) party thereto and the Agent, substantially in the form of Exhibit G, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time.

"Security Documents": the collective reference to the Security Agreement, the Orders, any Mortgages, the Foreign Security Documents, security confirmations and all other security documents hereafter delivered to the DIP Agents granting, perfecting or recording a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

"Security Principles": the security principles set forth on Schedule VII.

"Senior DIP Agents": the Senior DIP Agents under and as defined in the Senior DIP Credit Agreement (as in effect on the Closing Date).

"Senior DIP Credit Agreement": that certain Amended and Restated First-Out Senior-Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June [12], 2026, by and among the "Borrower" (as defined in the Senior DIP Credit Agreement), the lenders from time to time party thereto and GLAS USA LLC, as administrative agent, collateral agent, security trustee joint and several creditor for the Secured Parties (as defined therein), as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with this Agreement.

"Senior DIP Loan Documents": the Senior DIP Credit Agreement and the other "Loan Documents" under and as defined in the Senior DIP Credit Agreement, as each such document may be amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Senior DIP Obligations": all Indebtedness or other obligations (including the "Obligations" as defined in the Senior DIP Credit Agreement) arising under or in respect of the Senior DIP Credit Agreement or the other Senior DIP Loan Documents.

"Senior Loan Claims": as defined in the Final Order.

"Single Employer Plan": any ERISA Plan that is covered by Title IV of ERISA or Sections 412 or 430 of the Code, but that is not a Multiemployer Plan.

"SOFR": a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator": the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website": the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Loans": Loans, the rate of interest applicable to which is based upon the Term SOFR Rate.

"SOFR Rate Day": as specified in the definition of "Daily Simple SOFR."

"Spain": the Kingdom of Spain.

"Spanish Civil Code": the Spanish Civil Code (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*), as amended from time to time.

"Spanish Civil Procedural Law": the Spanish Law 1/2000 of 7 January (*Ley 1/2000 de 7 de enero de Enjuiciamiento Civil*), as amended from time to time.

"Spanish Insolvency Act": Royal Legislative Decree 1/2020, of 5 May, approving the revised text of the Spanish Insolvency Act (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) as amended from time to time.

"Spanish Loan Party": any Loan Party that is incorporated or organized under the laws of Spain.

"Spanish Public Document": a Spanish law *documento público*, being either an *escritura pública* or a *póliza o efecto intervenido por notario español*.

"Specified Japanese Taxes": any withholding taxes actually imposed by Japan or any political subdivision there on payments of interest with respect to the Loans, for the avoidance of doubt, taking into account any exemption or reduction with respect to any such taxes available under applicable law to the applicable recipient and/or its direct or indirect owners.

"Specified Japanese Tax Amount": with respect to any payment, the *sum* of (i) the amount of the payment net of any deduction or withholding for Specified Japanese Taxes that is required by applicable law, *plus* (ii) the amount of the increase necessary to the amount described in clause (i) so that after such deduction or withholding has been made (including such deductions and withholdings applicable to any such increase described in this clause (ii)) the applicable recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made; provided that the amount in clause

(ii) shall not exceed the amount of increase applicable if the Specified Japanese Taxes were determined with an applicable rate of 10.21% and otherwise without taking into account any exemption or reduction with respect to any such taxes.

"Sponsor": KKR & Co. Inc. and its Affiliates.

"Spot Rate": for any currency, the rate determined by the Administrative Agent consistent with its customary policies and procedures for obtaining a spot rate for such currency with another currency at approximately 11:00 a.m. on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made.

"State": each of the fifty (50) states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa and the Northern Mariana Islands.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of Holdings.

"Subsidiary Guarantor": (a) on the Closing Date, each Subsidiary of Holdings that executes and delivers the Guaranty as a Guarantor on the signature pages thereto (which, for the avoidance of doubt, shall include Intermediate Holdings and each Subsidiary of the Borrowers listed on Schedule VI) and (b) from time to time, to the extent not party to the Guaranty on the Closing Date, each direct or indirect Subsidiary of Holdings that, pursuant to Section 6.9 or Section 6.12, becomes a party to the Guaranty as a Guarantor and a party to the Security Agreement and/or any Foreign Security Document as a grantor thereunder, or that otherwise guarantees all or any part of the Obligations as a guarantor.

"Survey": ALTA surveys with respect to each Material Owned Real Property subject to a Mortgage; provided, however, that a survey shall not be required to the extent that (x) an existing survey together with an "affidavit of no change" satisfactory to the Title Company is delivered to the Collateral Agent and the Title Company and (y) the Title Company removes the standard survey exception and provides reasonable and customary survey related endorsements and other coverage in the applicable title insurance policy.

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

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

"Term Benchmark Borrowing": refers to whether a loan is bearing interest at a rate determined by reference to the Term SOFR Rate, the EURIBOR Rate or the TIBOR Rate.

"Term SOFR Administrator": CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Term SOFR Determination Day": specified under the definition of "Term SOFR Reference Rate."

"Term SOFR Rate": with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York City time, two Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided that if the Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Term SOFR Reference Rate": for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the Term SOFR Administrator and identified by the Determination Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding Business Day for which such Term SOFR Reference Rate was published by the Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

"Testing Period": as defined in Section 6.10(c).

"TIBOR Loan": any Term Benchmark Borrowing of Tranche C Loans denominated in Japanese Yen.

"TIBOR Rate": with respect to any Term Benchmark Borrowing of Tranche C Loans denominated in Japanese Yen and for any Interest Period, the TIBOR Screen Rate two (2) Business Days prior to the commencement of such Interest Period; provided that if the TIBOR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"TIBOR Screen Rate": the Tokyo interbank offered rate administered by the Ippan Shadan Hojin JBA TIBOR Administration (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on page DTIBOR01 of the Reuters screen (or, in the event such rate does not appear on such Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as selected by the Administrative Agent from time to time in its reasonable discretion) as published at approximately 1:00 p.m., Japan time, two (2) Business Days prior to the commencement of such Interest Period.

"Title Company": any title insurance company as shall be retained by the Borrowers and reasonably acceptable to the Required Lenders.

"Total Loan Commitments": the sum of the aggregate principal amounts of the Tranche B Commitments and the Tranche C Commitments.

"Tranche A-1 Availability Period": the period from and including the Amendment No.3 Effective Date to the Maturity Date.

"Tranche A-1 Borrower": as defined in the preamble.

"Tranche A-1 Commitment": with respect to any Tranche A-1 Lender, the commitment of such Tranche A-1 Lender to make Tranche A-1 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche A-1 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche A-1 Commitment", which, for the avoidance of doubt, excludes the Tranche A-1 Commitment Fee and the Tranche A-1 Funding Fee that shall be paid in kind and added to the outstanding principal amount of the Tranche A-1 Loans on the Borrowing Date with respect to the Initial Tranche A-1 Loans, as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche A-1 Commitment Fee": as defined in Section 2.8(f).

"Tranche A-1 Exit Fee": as defined in Section 2.8(h).

"Tranche A-1 Funding Fee": as defined in Section 2.8(i).

"Tranche A-1 Lender": any Lender with a Tranche A-1 Commitment or an outstanding Tranche A-1 Loan.

"Tranche A-1 Loans": as defined in [Section 2.1(b)].

"Tranche A-1 Obligations": the unpaid principal of, interest (including Default Interest and any interest accruing after the maturity of the Tranche A-1 Loans) and fees (including the Tranche A-1 Commitment Fee, the Tranche A-1 Exit Fee, the Tranche A-1 Funding Fee and the Tranche A-1 Unfunded Facility Fee) on the Tranche A-1 Loans.

"Tranche A-1 PIK Fees": as defined in Section 2.14(i).

"Tranche A-1 PIK Interest": as defined in Section 2.14(g)(ii).

"Tranche A-1 Unfunded Facility Fee": as defined in Section 2.8(g).

"Tranche B Availability Period": the period from and including the Closing Date to the Maturity Date.

"Tranche B Backstop Commitment Premium": as defined in the Backstop Commitment Letter.

"Tranche B Borrower": as defined in the preamble.

"Tranche B Commitment": with respect to any Tranche B Lender, the commitment of such Tranche B Lender to make Tranche B Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche B Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche B Commitment", which, for the avoidance of doubt, excludes the Commitment Fee and the Backstop Commitment Premium (as defined in the Backstop Commitment Letter) that shall be paid in kind and added to the outstanding principal amount of the Tranche B Loans on the Borrowing Date with respect to the Initial Tranche B Loans, as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche B Commitment Fee": as defined in Section 2.8(b).

"Tranche B Exit Fee": as defined in Section 2.8(d).

"Tranche B Lender": any Lender with a Tranche B Commitment or an outstanding Tranche B Loan.

"Tranche B Loans": as defined in Section 2.1(a).

"Tranche B-1 PIK Fees": as defined in Section 2.14(i).

"Tranche B PIK Interest": as defined in Section 2.14(g)(i).

"Tranche B Unfunded Facility Fee": as defined in Section 2.8(c).

"Tranche B/C Lenders": the Tranche B Lenders and the Tranche C Lenders.

"Tranche B/C Loans": the Tranche B Loans and the Tranche C Loans.

"Tranche B/C Obligations": the unpaid principal of, interest (including Default Interest and any interest accruing after the maturity of the Tranche B/C Loans) and fees (including the Tranche B Exit Fee, the Tranche C Exit Fee, the Tranche B Commitment Fee, the Tranche B Backstop Commitment Premium and the Tranche B Unfunded Facility Fee) on the Tranche B/C Loans.

"Tranche C Borrower": as defined in the preamble.

"Tranche C Commitment": collectively or individually as the context requires, for each Tranche C Lender, the Tranche C-1 Commitment, the Tranche C-2 Commitment, the Tranche C-3 Commitment, the Tranche C-4 Commitment, the Tranche C-5 Commitment, the Tranche C-6 Commitment, the Tranche C-7 Commitment and the Tranche C-8 Commitment.

"Tranche C Exit Fee": as defined in Section 2.8(d).

"Tranche C Lender": any Lender with a Tranche C Commitment or an outstanding Tranche C Loan.

"Tranche C Loans": collectively or individually as the context requires, for each Tranche C Lender, the Tranche C-1 Loans, the Tranche C-2 Loans, the Tranche C-3 Loans, the Tranche C-4 Loans, the Tranche C-5 Loans, the Tranche C-6 Loans, the Tranche C-7 Loans and the Tranche C-8 Loans.

"Tranche C-1 Commitment": with respect to any Lender, the commitment of such Tranche C-1 Lender to make Tranche C-1 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-1 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-1 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-1 Lender": any Lender with a Tranche C-1 Commitment or an outstanding Tranche C-1 Loan.

"Tranche C-1 Loans": as defined in Section 2.27.

"Tranche C-2 Commitment": with respect to any Lender, the commitment of such Tranche C-2 Lender to make Tranche C-2 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-2 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche

C-2 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-2 Lender": any Lender with a Tranche C-2 Commitment or an outstanding Tranche C-2 Loan.

"Tranche C-2 Loans": as defined in Section 2.27.

"Tranche C-3 Commitment": with respect to any Lender, the commitment of such Tranche C-3 Lender to make Tranche C-3 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-3 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-3 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-3 Lender": any Lender with a Tranche C-3 Commitment or an outstanding Tranche C-3 Loan.

"Tranche C-3 Loans": as defined in Section 2.27.

"Tranche C-4 Commitment": with respect to any Lender, the commitment of such Tranche C-4 Lender to make Tranche C-4 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-4 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-4 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-4 Lender": any Lender with a Tranche C-4 Commitment or an outstanding Tranche C-4 Loan.

"Tranche C-4 Loans": as defined in Section 2.27.

"Tranche C-5 Commitment": with respect to any Lender, the commitment of such Tranche C-5 Lender to make Tranche C-5 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-5 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-5 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-5 Lender": any Lender with a Tranche C-5 Commitment or an outstanding Tranche C-5 Loan.

"Tranche C-5 Loans": as defined in Section 2.27.

"Tranche C-6 Commitment": with respect to any Lender, the commitment of such Tranche C-6 Lender to make Tranche C-6 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-6 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-6 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-6 Lender": any Lender with a Tranche C-6 Commitment or an outstanding Tranche C-6 Loan.

"Tranche C-6 Loans": as defined in Section 2.27.

"Tranche C-7 Commitment": with respect to any Lender, the commitment of such Tranche C-7 Lender to make Tranche C-7 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-7 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-7 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

"Tranche C-7 Lender": any Lender with a Tranche C-7 Commitment or an outstanding Tranche C-7 Loan.

"Tranche C-7 Loans": as defined in Section 2.27.

"Tranche C-8 Commitment": with respect to any Lender, the commitment of such Tranche C-8 Lender to make Tranche C-8 Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Tranche C-8 Lender's name on Schedule 1.1(a) directly below the column entitled "Tranche C-8 Commitment", as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1

"Tranche C-8 Lender": any Lender with a Tranche C-8 Commitment or an outstanding Tranche C-8 Loan.

"Tranche C-8 Loans": as defined in Section 2.27.

"Transactions": the Financing Transactions and the Chapter 11 Cases, and any other transactions contemplated thereby.

"Type": as to any Loan, its nature as an ABR Loan, a SOFR Loan, a EURIBOR Loan or a TIBOR Rate Loan.

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

"Updated Budget": as defined in Section 6.10(b).

"UK Companies Act 2006": the Companies Act 2006 as in force in England and Wales from time to time.

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

"UK Plans": LLR Group Pension Scheme, CAP Group Pension Scheme, MKL Group Pension Scheme, Carello Lighting Works Pension Scheme, Magneti Marelli Supplementary Retirement Benefits Scheme, Carello Lighting Staff Pension Scheme.

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

"U.S. Person": any Person that is a "United States Person" as defined in Section 7701(a)(3) of the Code.

"Variance Reports": as defined in Section 6.10(c).

"Wholly-Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly-Owned Subsidiaries.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Loan Party or any of its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under the Accounting Principles as in effect from time to time, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) 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, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time and (vi) the word "knowledge" when used with respect to any Loan Party shall be deemed to be a reference to the knowledge of any Responsible Officer.

(c) Notwithstanding any designations of Tranche C Loans TIBOR Loans or EURIBOR Loans or references to Applicable Margin or Interest Periods, in each case, with respect to Tranche C Loans or any similar designations or references, the Tranche C Loans hereunder do not accrue interest.

(d) Except to the extent expressly specified to the contrary herein, any determination being made or any action required to be taken (including any payment required to be made) pursuant to this Agreement or any other Loan Document on a day that is not a Business Day shall be deemed to be determined or required to be taken on the next succeeding Business Day.

(e) All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such a Person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

(f) In the event that any Lien, Investment, Indebtedness (whether at the time of incurrence or upon application of all or a portion of the proceeds thereof), Disposition, Restricted Payment, Affiliate transaction, restrictive agreement or prepayment of Indebtedness meets the criteria of one or more than one of the categories of transactions then permitted pursuant to any clause of such Sections in Section 7, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses as determined by the Borrowers in their sole discretion at such time.

(g) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(h) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

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

1.4 [Reserved].

1.5 Currencies. For purposes of any determination under Section 6, Section 7 or Section 8 or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding, replaced or otherwise refinanced or proposed to be incurred, outstanding, replaced or otherwise refinanced in currencies other than Dollars shall be translated into Dollars at the Spot Rate in effect on the date of such determination; provided, however, that for purposes of determining compliance with Section 7 with respect to the amount of any Indebtedness, Investment, Lien, Asset Sale, or Restricted Payment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness, Lien or Investment is incurred (or, in the case of revolving Indebtedness, first committed) or after such Asset Sale or Restricted Payment is made; provided, further, for the avoidance of doubt, the foregoing provisions of this Section 1.5 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness, Lien, or Investment may be incurred or Asset Sale or Restricted Payment made at any time under such Sections.

1.6 Security Principles. Each guaranty and security document delivered or to be delivered by any Foreign Loan Party under this Agreement and any obligation by any Foreign Loan Party to enter into such guaranty or security document shall be subject in all respects to the Security Principles and the Guarantee Limitations.

1.7 Foreign Terms.

(a) Authorisation. Each party to this Agreement granting an authorisation or power of attorney to any other person (for the purpose of this Clause 1.6, the "Authorised Person") under this Agreement or any other Loan Document hereby releases, to the extent legally possible, such other person from any restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (Bürgerliches *Gesetzbuch – BGB*)) and the Authorised Person may release, to the extent legally possible, any person that it sub-authorises or grants a sub-power of attorney from the same

restrictions. Any party under this Agreement prevented by applicable law or its constitutional documents to grant the release from the restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) shall notify the relevant Authorised Person without undue delay.

SECTION 2

AMOUNT AND TERMS OF COMMITMENTS

2.1 Loan Commitments.

(a) Subject to the terms and conditions hereof, the Orders and the Approved Budget, each Lender hereby severally, but not jointly, agree to make the following term loans (the "Loans"):

(i) during the Tranche B Availability Period, each Lender with a Tranche B Commitment shall make a term loan (the "Tranche B Loans") up to three (3) times in an aggregate principal amount equal to $242,139,126. The Tranche B Loans made by the Lenders pursuant to this Section 2.1(a) shall be made in accordance with their respective pro rata share of the aggregate Tranche B Commitments. Each Lender's Tranche B Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the Tranche B Loans funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any Tranche B Loans at any time in an amount that exceeds such Lender's Tranche B Commitment in effect at such time. For the avoidance of doubt, there will be no funding of Tranche C Loans.

(ii) During the Tranche A-1 Availability Period, each Lender with a Tranche A-1 Commitment shall make a term loan (the "Tranche A-1 Loans") as follows: (a) on or after the Amendment No. 3 Effective Date, in an aggregate principal amount equal to $220,000,000 and (b) on or after August 7, 2026, in an aggregate principal amount equal to $80,000,000. The Tranche A-1 Loans made by the Lenders pursuant to this Section 2.1(b) shall be made in accordance with their respective pro rata share of the aggregate Tranche A-1 Commitments. Each Lender's Tranche A-1 Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the Tranche A-1 Loans funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any Tranche A-1 Loans at any time in an amount that exceeds such Lender's Tranche A-1 Commitment in effect at such time.

(b) Any proceeds of the Tranche B Loans that are not used or projected to be used for disbursements to be incurred under the Approved Budget for the immediately succeeding four week period after taking in consideration Loan Parties' projected Liquidity available for such disbursements pursuant to such Approved Budget, on the date on which such Tranche B Loans are funded shall be deposited into the Loan Escrow Account pursuant to the terms herein (such proceeds, the "Escrowed Loan Amount").

(c) Amounts prepaid or repaid on account of the Tranche B Loans or Tranche A-1 Loans may not be reborrowed.

2.2 Procedure for Loan Borrowings.

(a) In order to request a Tranche B Loan, the Tranche B Borrower shall give the Administrative Agent an executed Borrowing Notice in respect of such Tranche B Loan, which (a) shall specify for the Tranche B Borrower (i) the proposed Borrowing Date, (ii) the aggregate principal amount of the requested Tranche B Loan and (iii) the Type of Tranche B Loan requested and (b) must be received by the Administrative Agent prior to 12:00 p.m., New York City time, (x) with respect to the Initial Tranche B

Loans, at least five (5) Business Days prior to the anticipated Borrowing Date and (y) with respect to the other Tranche B Loans, at least ten (10) Business Days prior to the anticipated Borrowing Date, or, in each case, such shorter period as the Required Tranche B/C Lenders and the Administrative Agent are willing to accommodate. Upon receipt of any such Borrowing Notice, the Administrative Agent shall promptly notify each Tranche B Lender thereof (including of the details of the Tranche B Loan requested thereunder). Not later than 8:00 a.m., New York City time, with respect to the Tranche B Loans that are SOFR Loans, one (1) Business Day prior to the applicable Borrowing Date, each Tranche B Lender shall, subject to the terms and conditions of this Agreement and the other Loan Documents, make available to the Administrative Agent, by wire transfer of same day funds in Dollars into the Agent Account, an amount in immediately available funds equal to its pro rata share of the aggregate Tranche B Commitments with respect to the applicable Tranche B Loan being made on such Borrowing Date. Upon receipt of all such requested funds from the Lenders and subject to the terms and conditions of this Agreement and the other Loan Documents, the Administrative Agent shall credit the Loan Escrow Account with the aggregate principal amount of the applicable Tranche B Loan in Dollars in immediately available funds, subject to Section 2.1(b).

(b) In order to request a Tranche A-1 Loan, the Tranche A-1 Borrower shall give the Administrative Agent an executed Borrowing Notice in respect of such Tranche A-1 Loan, which (a) shall specify for the Tranche A-1 Borrower (i) the proposed Borrowing Date, (ii) the aggregate principal amount of the requested Tranche A-1 Loan, (iii) the Type of Tranche A-1 Loan requested and (iv) the account into which the proceeds of such Tranche A-1 Loan shall be deposited and (b) must be received by the Administrative Agent prior to 12:00 p.m., New York City time, (x) with respect to the Initial Tranche A-1 Loans, at least five (5) Business Days prior to the anticipated Borrowing Date and (y) with respect to the other Tranche A-1 Loans, at least ten (10) Business Days prior to the anticipated Borrowing Date, or, in each case, such shorter period as the Required Tranche A-1 Lenders and the Administrative Agent are willing to accommodate. Upon receipt of any such Borrowing Notice, the Administrative Agent shall promptly notify each Tranche A-1 Lender thereof (including of the details of the Tranche A-1 Loan requested thereunder). Not later than 8:00 a.m., New York City time, with respect to the Tranche A-1 Loans that are SOFR Loans, one (1) Business Day prior to the applicable Borrowing Date, each Tranche A-1 Lender shall, subject to the terms and conditions of this Agreement and the other Loan Documents, make available to the Administrative Agent, by wire transfer of same day funds in Dollars into the Agent Account, an amount in immediately available funds equal to its pro rata share of the aggregate Tranche A-1 Commitments with respect to the applicable Tranche A-1 Loan being made on such Borrowing Date. Upon receipt of all such requested funds from the Lenders unless agreed to otherwise by the Administrative Agent and the Tranche A-1 Lenders, and subject to the terms and conditions of this Agreement and the other Loan Documents, the Administrative Agent shall deposit the applicable amounts into the account designated by the Tranche A-1 Borrower in the applicable Borrowing Notice with the aggregate principal amount of the applicable Tranche A-1 Loan in Dollars in immediately available funds.

2.3 Repayment of Loans. On the Maturity Date, unless any other treatment thereof is selected pursuant to the Plan of Reorganization, (a) all outstanding Obligations shall be due and payable, (b) the Borrowers shall pay (i) the aggregate principal amount of Loans outstanding on such date, together with all accrued and unpaid interest on the Loans, and (ii) the aggregate amount of all other accrued and unpaid Obligations owing hereunder on such date, and all Loan Commitments shall terminate and cease to be in effect. All payments made pursuant to this Section 2.3 and any distributions pursuant to the Plan of Reorganization, shall be made in accordance with Section 2.17 and otherwise in accordance with this Agreement.

2.4 Termination of Commitments.

(a) The Tranche B Commitment of each Tranche B Lender shall be reduced in the amount equal to the principal amount of Tranche B Loans funded upon the funding of the Tranche B Loans pursuant to Section 2.2(a).

(b) The Tranche C Commitment of each Lender shall terminate in full upon the continuation of the Tranche C Loans pursuant to Section 2.27.

(c) The Tranche A-1 Commitment of each Tranche A-1 Lender shall be reduced in the amount equal to the principal amount of Tranche A-1 Loans funded upon the funding of the Tranche A-1 Loans pursuant to Section 2.2(b).

2.5 [Reserved].

2.6 [Reserved].

2.7 [Reserved].

2.8 Certain Other Borrower Payments, Fees, Etc.

(a) The Borrowers agree, jointly and severally, to pay to the DIP Agents, for the account of the DIP Agents and not for the account of any Lender, the fees and other amounts set forth in the Agents Fee Letter and any other amounts owing to the DIP Agents under this Agreement, in the manner and at the times specified therein and herein, as applicable.

(b) The Tranche B Borrower agrees to pay to the Administrative Agent, for the ratable account of each Tranche B Lender, a commitment fee (the "Tranche B Commitment Fee") in an amount equal to 4.00% of the Tranche B Commitments provided by such Tranche B Lender. The Tranche B Commitment Fee shall be fully earned upon the entry of the Interim Order and shall be due and payable on the Borrowing Date with respect to the Initial Tranche B Loans; provided, that such Tranche B Commitment Fee shall be payable in kind and added to the outstanding principal amount of the Tranche B Loans. For the avoidance of doubt, no Tranche B Commitment Fee shall be earned or payable on any Tranche C Commitments.

(c) The Tranche B Borrower agrees to pay to the Administrative Agent, for the ratable account of the Tranche B Lenders in accordance with their respective pro rata shares of the unfunded Tranche B Commitments, a non-refundable fee (the "Tranche B Unfunded Facility Fee") in an amount equal to 3.00% per annum of the aggregate unfunded Tranche B Commitments in effect on such date, which Tranche B Unfunded Facility Fee shall accrue daily commencing on the Closing Date and shall be payable in kind in arrears and added to the outstanding principal amount of the Tranche B Loans on the first day of each such month commencing thereafter and, if applicable, on the Maturity Date.

(d) The Borrowers agree to pay to the Administrative Agent, for the ratable account of each Tranche B Lender or each Tranche C Lenders, as applicable, upon, and on the date of, any prepayment (whether voluntary or mandatory) or repayment of any Tranche B Loans or Tranche C Loans, as applicable (or any other satisfaction in respect thereof), or any cancellation of any Commitment in respect thereof (in each case in whole or in part), whether at maturity, by acceleration or otherwise, an exit fee (i) with respect to the Tranche B Loans (the "Tranche B Exit Fee"), in an amount equal to 2.00% of the original principal amount of the Tranche B Loans so prepaid, repaid, refinanced, accelerated, or the commitments with respect to any Loans are cancelled; provided that, to the extent the Tranche B Loans are required to be prepaid or repaid in cash (whether as a result of refinancing, prepayments, acceleration or Tranche B Loan

commitments reduction), the Tranche B Exit Fee shall also be payable in cash and, otherwise, shall be payable in kind as additional Tranche B Loans and (ii) with respect to the Tranche C Loans (the "Tranche C Exit Fee"), an amount equal to (x) with respect to each Tranche C Loan that is a EURIBOR Loan, the EURIBOR Rate or with respect to each Tranche C Loan that is a TIBOR Loan, the TIBOR Rate, plus in each case, the Applicable Margin with respect thereto, in each case, calculated from the Roll-Up Effective Date to the date of such prepayment or repayment, as if amounts in respect to the EURIBOR Rate or the TIBOR Rate, as applicable, plus the Applicable Margin, had been accruing on the outstanding principal amount of the Tranche C Loans and capitalized on the last day of each applicable Interest Period by adding such amount to the then-outstanding principal amount of the applicable Tranche C Loan for such period, plus (y) to the extent any Event of Default occurred from the Roll-Up Effective Date to the date of such prepayment or repayment, an amount equal to 2.00% per annum on the principal amount of the Tranche C Loans with respect to the period for which any such Event of Default(s) occurred and were continuing. The amount of any Tranche C Exit Fee shall be calculated in a manner mutually agreed upon between Houlihan Lokey Capital, Inc. or another Lender Advisor serving the Lenders in a substantially similar capacity and PJT Partners Inc. or another advisor to the Tranche C Borrower serving the Tranche C Borrower in a similar capacity. For the avoidance of doubt, no amount of the Tranche C Exit Fee shall constitute interest that is capitalized into the principal amount owed on any Tranche C Loan or otherwise owed, prior to the date of any prepayment (whether voluntary or mandatory) or repayment of such Tranche C Loan, and the Borrowers and each of the Loan Parties shall report consistently therewith for all relevant purposes with respect to the application of the tax laws of Japan.

(e) The Borrowers agree to pay to each Backstop Party pro rata the Tranche B Backstop Commitment Premium in the amount set forth in the Backstop Commitment Letter. The Tranche B Backstop Commitment Premium shall be fully earned upon the entry of the Interim Order and shall be due and payable on the Borrowing Date with respect to the Initial Tranche B Loans; provided, that such Tranche B Backstop Commitment Premium shall be payable in kind and added to the outstanding principal amount of the Tranche B Loans.

(f) The Tranche A-1 Borrower agrees to pay to the Administrative Agent, for the ratable account of each Tranche A-1 Lender, a commitment fee (the "Tranche A-1 Commitment Fee") in an amount equal to 5.00% of the Tranche A-1 Commitments provided by such Tranche A-1 Lender. The Tranche A-1 Commitment Fee shall be fully earned upon the entry of the Amendment Final Order and shall be due and payable on the Borrowing Date with respect to the Initial Tranche A-1 Loans; provided, that such Tranche A-1 Commitment Fee shall be payable in kind and added to the outstanding principal amount of the Tranche A-1 Loans.

(g) The Tranche A-1 Borrower agrees to pay to the Administrative Agent, for the ratable account of the Tranche A-1 Lenders in accordance with their respective pro rata shares of the unfunded Tranche A-1 Commitments, a non-refundable fee (the "Tranche A-1 Unfunded Facility Fee") in an amount equal to 10.00% per annum of the aggregate unfunded Tranche A-1 Commitments in effect on such date, which Tranche A-1 Unfunded Facility Fee shall accrue daily commencing on the Amendment No. 3 Effective Date and shall be payable in kind in arrears and added to the outstanding principal amount of the Tranche A-1 Loans on the first day of each such month commencing thereafter and, if applicable, on the Maturity Date.

(h) The Borrowers agree to pay to the Administrative Agent, for the ratable account of each Tranche A-1 Lender, as applicable, upon, and on the date of, any prepayment (whether voluntary or mandatory) or repayment of any Tranche A-1 Loans, as applicable (or any other satisfaction in respect thereof), or any cancellation of any Commitment in respect thereof (in each case in whole or in part), whether at maturity, by acceleration or otherwise, an exit fee with respect to the Tranche A-1 Loans payable in cash (the "Tranche A-1 Exit Fee" and together with the Tranche B Exit Fee and Tranche C Exit Fee,

collectively, the "Exit Fees"), in an amount equal to 2.00% of the original principal amount of the Tranche A-1 Loans so prepaid, repaid, refinanced, accelerated, or the commitments with respect to any Loans are cancelled.

(i) The Tranche A-1 Borrower agrees to pay to the Administrative Agent, for the ratable account of each Tranche A-1 Lender, a funding fee (the "Tranche A-1 Funding Fee") in an amount equal to 4.00% of the Tranche A-1 Commitments provided by such Tranche A-1 Lender. The Tranche A-1 Funding Fee shall be fully earned upon the entry of the Amendment Final Order and shall be due and payable on the Borrowing Date with respect to the Initial Tranche A-1 Loans; provided, that such Tranche A-1 Commitment Fee shall be payable in kind and added to the outstanding principal amount of the Tranche A-1 Loans.

(j) In addition to the foregoing, the Borrowers and each of the other Loan Parties agree to pay to the DIP Agents and the Lenders any applicable premium, any other fees and expense reimbursements set forth in the Agents Fee Letter or other Loan Document or as otherwise separately agreed by the parties, in such amounts and at such times so specified.

2.9 [Reserved].

2.10 Optional Prepayments. Following, or simultaneously with, the repayment in full in cash of the obligations under the Senior DIP Loan Documents, the Borrowers may, at any time and from time to time prior to the Maturity Date, prepay the Loans, in whole or in part, without any penalty or premium upon notice (which may be conditional) substantially in the form of Exhibit D and in form and substance satisfactory to the Administrative Agent (the "Prepayment Notice") delivered to the Administrative Agent no later than 12:00 Noon, New York City time, at least three (3) Business Days prior thereto, in the case of SOFR Loans, EURIBOR Loans and TIBOR Loans, and no later than 12:00 Noon, New York City time, at least one (1) Business Day prior thereto, in the case of ABR Loans, which Prepayment Notice shall specify the date and amount of the proposed prepayment and the Class and Type of Loans that are to be prepaid. Each prepayment in respect of any Loans pursuant to this Section 2.10 shall be applied to the Class or Classes of Loans as the Borrowers may specify; provided, that (i) no Tranche B Loans may be prepaid pursuant to this Section 2.10 prior to the payment in full of all Tranche A-1 Loans and (ii) no Tranche C Loans may be prepaid pursuant to this Section 2.10 prior to the payment in full of all Tranche B Loans; and provided, further, that if a SOFR Loan, EURIBOR Loan or TIBOR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrowers shall also pay any amounts owing pursuant to Section 2.20. Upon receipt of any such Prepayment Notice, the Administrative Agent shall promptly notify each Lender thereof. The amount specified in such Prepayment Notice shall be due and payable in cash on the prepayment date specified therein, together with accrued and unpaid interest to such date on the amount prepaid, the applicable Exit Fee and any amounts payable pursuant to Section 2.20. Partial prepayments of Loans shall be in an aggregate principal amount of $500,000 or a whole multiple thereof. Each prepayment of Loans under this Section 2.10 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid and any amounts payable pursuant to Section 2.20. In connection with any optional prepayment of borrowings hereunder, the Administrative Agent will promptly following receipt of funds pursuant to Section 2.10 notify each Lender of such Lender's *pro rata* share of the prepayment.

2.11 Mandatory Prepayments.

(a) If any Loan Party or Subsidiary thereof shall issue or incur any Indebtedness not permitted by Section 7.2, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied as soon as practicable but in any event within five (5) Business Days after such issuance or incurrence toward (i) first, the permanent reduction of the unfunded Tranche A-1 Commitments, if any, (ii) second, the permanent

reduction of the unfunded Tranche B Commitments, if any and (iii) third, the prepayment of the Loans on a *pro rata* basis within each Class in the order set forth in Section 2.11(d).

(b) If on any date Holdings, any Borrower or any of Holdings' other Subsidiaries shall receive Net Cash Proceeds from any Asset Sale made in reliance of Section 7.5(j), Recovery Event, any issuance or sale of Capital Stock (and other than cash capital contributions by Holdings or any Subsidiary of Holdings to any Subsidiary of Holdings) or any Extraordinary Receipt, then the amount of such Net Cash Proceeds shall be applied as soon as practicable but in any event within five (5) Business Days after the date of receipt thereof toward (i) first, the permanent reduction of the unfunded Tranche A-1 Commitments, if any, (ii) second, the permanent reduction of the unfunded Tranche B Commitments, if any and (iii) third, the prepayment of the Loans on a *pro rata* basis within each Class in the order set forth in Section 2.11(d); provided that, the Loan Parties shall be permitted to apply the Net Cash Proceeds of any Recovery Event described in clause (a) of the definition thereof or any Extraordinary Receipt for reinvestment in their business within 180 days after the receipt of such Net Cash Proceeds; it being agreed that to the extent all or any portion of such Net Cash Proceeds are not reinvested as so contemplated within such 180-day period, the remaining portion of such Net Cash Proceeds shall be applied to make a prepayment pursuant to this Section 2.11(b) within two (2) Business Days of the expiration of such time period.

(c) [Reserved].

(d) Subject to the Orders, the application of any prepayment of Loans pursuant to Section 2.11 shall be made, first, to any outstanding Tranche A-1 Loans, second, to any outstanding Tranche B Loans and, third, to any outstanding Tranche C Loans; provided, that if such application would be inconsistent with Section 2.17(b), then Section 2.17(b) shall apply. Each prepayment of Loans under this Section 2.11 shall be accompanied by accrued and unpaid interest to the date of such prepayment on the amount prepaid and any amounts payable pursuant to Section 2.20, and the applicable Exit Fee.

(e) Notwithstanding any other provisions of this Section 2.11, (i) to the extent that a Disposition by a Foreign Subsidiary gives rise to a prepayment obligation pursuant to Section 2.11(b) of this Agreement (a "Foreign Disposition") and the repatriation to the United States of the Net Cash Proceeds from such Foreign Disposition would be (x) prohibited or delayed by applicable local law or (y) restricted by applicable organizational or constitutive documents or any agreement, the portion of such Net Cash Proceeds so affected will not be taken into account in measuring the Borrowers' obligation to prepay Loans as provided in Section 2.11(b), and instead, such amounts may be retained by the applicable Foreign Subsidiary, and (ii) to the extent that Borrowers and the Required Lenders have determined in good faith that (x) repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition would have a material adverse tax cost consequence (taking into account foreign tax credits and other tax attributes) which for the avoidance of doubt, includes, but is not limited to, any repatriation whereby doing so the Borrowers, any Subsidiary or any of their respective Affiliates and/or equity partners would incur a material tax liability, including a material tax dividend, material deemed dividend pursuant to Code Section 956 or a material withholding tax and (y) no other structures for repatriating the Net Cash Proceeds are reasonably available, the Net Cash Proceeds so affected may be retained by the applicable Foreign Subsidiary; provided, however, (A) no such adverse tax cost consequence shall exist to the extent that the United States party that would include taxable income from the repatriation has net operating losses or net operating loss carryovers equal to or exceeding such income that can be used to actually offset such income in the taxable year in which such repatriation occurs and (B) if and to the extent the condition that prevented the applicable prepayment to be made shall cease to exist, the Borrowers shall within five (5) Business Days of such cessation apply such Net Cash Proceeds as a prepayment pursuant to this Section 2.11. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

(f) In connection with (i) any optional prepayment of borrowings hereunder, the Borrowers making the prepayment or (ii) any mandatory prepayment of borrowings hereunder, the Administrative Agent will promptly following receipt of funds pursuant to Section 2.11(a) or (b) notify each Lender of such Lender's *pro rata* share of the prepayment.

(g) Notwithstanding any other provisions of this Section 2.11, no prepayment hereunder shall be required prior to the repayment of the Loans (as defined in the Senior Loan Agreement) in full in cash.

2.12 Conversion and Continuation Options.

(a) The Borrowers may elect from time to time to convert SOFR Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the Business Day preceding the proposed conversion date; provided, that any such conversion of SOFR Loans may only be made on the last day of an Interest Period with respect thereto. The Borrowers may elect from time to time to convert ABR Loans to SOFR Loans by giving the Administrative Agent prior irrevocable notice of such election substantially in the form of Exhibit E no later than 12:00 Noon, New York City time, on the third (3rd) Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided, that no ABR Loan may be converted into a SOFR Loan in excess of one month when any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

(b) Any Loan that is a SOFR Loan may be continued as a SOFR Loan, upon the expiration of the then current Interest Period with respect thereto by the Tranche B Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided, that, no SOFR Loan in excess of one month may be continued as such when any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such continuations and, provided, further, that (i) if the Tranche B Borrower fails to give any required notice as described above in this paragraph or (ii) if such continuation is not permitted pursuant to the preceding proviso such SOFR Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. Any Loan that is a EURIBOR Loan or a TIBOR Loan shall be automatically continued as a EURIBOR Loan or a TIBOR Loan, as applicable, upon the expiration of the then current Interest Period with respect thereto without any notice thereof by the Tranche C Borrower.

2.13 Limitations on SOFR Loans, EURIBOR Loans and TIBOR Loans. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Loans which are SOFR Loans, EURIBOR Loans or TIBOR Loans, as applicable, shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the SOFR Loans, EURIBOR Loans or TIBOR Loans, as applicable, comprising each tranche of such Loans shall be equal to $250,000 or a whole multiple of $100,000 in excess thereof.

2.14 Interest Rates and Payment Dates.

(a) The unpaid principal amount of each SOFR Loan (including, for the avoidance of doubt, the Escrowed Loan Amount) shall bear interest from the respective Borrowing Date each day during each Interest Period with respect thereto at a rate per annum equal to the Term SOFR Rate determined for such day plus the Applicable Margin.

(b) The unpaid principal amount of each ABR Loan (including, for the avoidance of doubt, the Escrowed Loan Amount) shall bear interest from the respective Borrowing Date at a rate per annum equal to the ABR on each date plus the Applicable Margin.

(c) The unpaid principal amount of the Tranche C Loans shall not bear interest.

(d) [Reserved].

(e) [Reserved].

(f) Upon the occurrence and during the continuance of any Event of Default, the outstanding principal balance of the Tranche B Loans, the Tranche A-1 Loans and all other Obligations (other than the principal amount of the Tranche C Loans) shall, to the extent permitted by law, automatically accrue interest at a rate equal to, (y) in the case of SOFR Loans or ABR Loans, the rate set forth in Section 2.14(a) or (b), as applicable, plus 2.00% per annum, or (z) for all other amounts (other than the principal amount of the Tranche C Loans), the Applicable Margin for ABR Loans plus 2.00% per annum, each as in effect from time to time (such interest, the "Default Interest").

(g) All interest accruing hereunder shall be payable as follows:

(i) All accrued and unpaid interest on the outstanding principal amount of the Tranche B Loans shall be paid in kind and capitalized on the applicable Interest Payment Date by adding such amount to the outstanding principal amount of the applicable Tranche B Loan ("Tranche B PIK Interest"). From and after each applicable Interest Payment Date, the outstanding principal amount of each Tranche B Loan shall, without further action by any party hereto, be deemed to be increased by the aggregate amount of Tranche B PIK Interest so capitalized and added to such Tranche B Loans in accordance with this Section 2.14(g)(i), whereupon such amount of Tranche B PIK Interest so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.14.

(ii) All accrued and unpaid interest on the outstanding principal amount of the Tranche A-1 Loans shall be paid in kind and capitalized on the applicable Interest Payment Date by adding such amount to the outstanding principal amount of the applicable Tranche A-1 Loan ("Tranche A-1 PIK Interest"). From and after each applicable Interest Payment Date, the outstanding principal amount of each Tranche A-1 Loan shall, without further action by any party hereto, be deemed to be increased by the aggregate amount of Tranche A-1 PIK Interest so capitalized and added to such Tranche A-1 Loans in accordance with this Section 2.14(g)(ii), whereupon such amount of Tranche A-1 PIK Interest so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.14.

(iii) All accrued and unpaid Default Interest shall be payable in cash on demand.

(h) Except as expressly specified to the contrary in this Agreement, whenever this Agreement requires any accrued and outstanding interest to be paid hereunder on any date, all accrued Default Interest outstanding on such date shall also be payable at such time.

(i) The Tranche B Commitment Fee, the Tranche B Unfunded Facility Fee, the Tranche B Exit Fee (solely to the extent payable in kind pursuant to Section 2.8(d)) and the Tranche B Backstop Commitment Premium, in each case, shall be paid in kind and capitalized on the applicable payment date thereof by adding such amount to the outstanding principal amount of the Tranche B Loan (the "Tranche B PIK Fees"). From and after each applicable payment date, the outstanding principal amount of each Loan

shall, without further action by any party hereto, be deemed to be increased by the aggregate amount of Tranche B PIK Fees so capitalized and added to such Tranche B Loans in accordance with this Section 2.14(i), whereupon such amount of Tranche B PIK Fees so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.14. The Tranche A-1 Commitment Fee, the Tranche A-1 Unfunded Facility Fee, and the Tranche A-1 Funding Fee, in each case, shall be paid in kind and capitalized on the applicable payment date thereof by adding such amount to the outstanding principal amount of the Tranche A-1 Loan (the "Tranche A-1 PIK Fees", and together with the Tranche B PIK Fees, the "PIK Fees"). From and after each applicable payment date, the outstanding principal amount of each Loan shall, without further action by any party hereto, be deemed to be increased by the aggregate amount of Tranche A-1 PIK Fees so capitalized and added to such Tranche A-1 Loans in accordance with this Section 2.14(i), whereupon such amount of Tranche A-1 PIK Fees so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.14.

2.15 Computation of Interest and Fees.

(a) Interest and fees payable pursuant hereto shall be calculated on the basis of a three hundred sixty- (360-) day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a three hundred sixty-five (365) (or three hundred sixty-six (366), as the case may be) day year for the actual days elapsed. The Determination Agent shall as soon as practicable notify the Borrowers, the DIP Agents and the Lenders of each determination of the Term SOFR Rate, the EURIBOR Rate or the TIBOR Rate, as applicable. Any change in the interest rate on a Loan resulting from a change in the ABR shall become effective as of the opening of business on the day on which such change becomes effective. The Determination Agent shall as soon as practicable notify the Borrowers and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Determination 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. The Determination Agent shall, at the request of the Borrowers, deliver to the Borrowers a statement showing the quotations used by the Determination Agent in determining any interest rate pursuant to Section 2.14.

2.16 Inability to Determine Interest Rate. Subject to Section 2.24, if prior to the first day of any Interest Period:

(a) the Determination Agent shall have determined (which determination shall be conclusive and binding upon the Borrowers) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Term SOFR Rate for such Interest Period, or

(b) the Determination Agent shall have received notice from the Required Lenders that the Term SOFR Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

in each case of the foregoing (a) and (b), the Determination Agent shall give telecopy or telephonic notice thereof to the Borrowers and the Lenders as soon as practicable thereafter. If such notice is given, (x) any SOFR Loans requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans that were to have been converted on the first day of such Interest Period to SOFR Loans shall be continued as ABR Loans and (z) any outstanding SOFR Loans shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the

Administrative Agent, no further SOFR Loans shall be made or continued as such, nor shall any Borrower have the right to convert Loans to SOFR Loans.

2.17 Pro Rata Treatment and Payments; Sharing of Payments.

(a) Each borrowing by the Borrowers from the Lenders hereunder and any reduction of the Loan Commitments of the Lenders shall be made in accordance with the Lenders' respective Pro Rata Share.

(b) Each payment (including each prepayment and any distributions pursuant to the Plan of Reorganization) by the Borrowers on account of principal of and interest on the Loans shall be made (i) in the case of principal (including, for the avoidance of doubt, any applicable PIK Fees and any PIK Interest), in the same manner on a *pro rata* basis according to the respective outstanding principal amounts of the Loans then held by the Lenders (subject to Section 2.17(c)) of each Class, and (ii) in the case of interest, in the same manner on a *pro rata* basis according to the respective amounts of accrued and unpaid interest on the Loans then due to the Lenders of each Class. The amount of each principal prepayment of the Loans shall be applied to reduce the then remaining installments of the Loans as directed by the Borrowers by notice to the Administrative Agent (and absent such notice, in direct order of maturity thereof).

(c) Notwithstanding anything in this Agreement to the contrary, (i) no repayments or prepayments of any outstanding principal amounts of the Tranche B Loans (including pursuant to Sections 2.10 and 2.11) shall be made unless such payments have first been applied in full to repay or prepay all outstanding principal amounts of the Tranche A-1 Loans (including, for the avoidance of doubt, any Tranche A-1 PIK Fees and any Tranche A-1 PIK Interest), and (ii) no repayments or prepayments of any outstanding principal amounts of the Tranche C Loans (including pursuant to Sections 2.10 and 2.11) shall be made unless such payments have first been applied in full to repay or prepay all outstanding principal amounts of the Tranche B Loans (including, for the avoidance of doubt, any Tranche B PIK Fees and any Tranche B PIK Interest).

(d) All payments (including prepayments) to be made by the Borrowers or any other Loan Party under this Agreement or any other Loan Document, whether on account of principal, interest, fees, other Obligations or otherwise, shall be made without setoff or counterclaim and shall be made prior to 2:00 p.m., New York City time (or such other time as the DIP Agents are willing to accommodate in their absolute discretion), on the due date thereof to the DIP Agents into the Agent Account, in cash in the same currency in which such Loan is denominated and in immediately available funds. The DIP Agents shall distribute such payments to the Lenders (or, in the case of amounts payable to it, retained by the applicable DIP Agent) promptly upon receipt in like funds as received. All amounts received by the DIP Agents after 2:00 p.m., New York City time on any applicable payment date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue, and the DIP Agents may (but shall at the direction of the Required Lenders) deem any payment by or on behalf of either Borrower or any other Loan Party that is not made in same day funds prior to 2:00 p.m., New York City time (or such other time as the DIP Agents are willing to accommodate in its absolute discretion) to be a non-conforming payment. Any such non-conforming payment shall not be deemed to have been received by the applicable Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. The Administrative Agent shall give written notice (which may be by electronic means) to the Borrowers and each applicable Lender if any payment is non-conforming. Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 8.1(a). If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, but shall not be required to, make available to the Borrowers a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three (3) Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans, on demand, from the Borrowers. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrowers prior to the date of any payment due to be made by the Borrowers hereunder that the Borrowers will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrowers are making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the applicable Lenders their respective pro rata shares of a corresponding amount. If such payment is not made, to the Administrative Agent by the Borrowers within three (3) Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrowers.

2.18 Requirements of Law.

(a) If any Change in Law shall:

(i) legally impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Term SOFR Rate, the EURIBOR Rate or the TIBOR Rate, as applicable;

(ii) subject any recipient to any Taxes (other than (A) Indemnified Taxes, (B) Connection Income Taxes, and (C) Taxes described in clauses (b) through (d) of the definition of 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 such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining SOFR Loans, EURIBOR Loans or TIBOR Loans, as applicable, or to reduce any amount receivable by such Lender hereunder in respect thereof, then, in any such case, the Borrowers shall promptly and in any event within five (5) Business Days pay such Lender, upon its written demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrowers (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that any Change in Law regarding capital adequacy or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the Closing Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such Change in Law (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity requirements) by an amount reasonably deemed by such Lender to be material and to the extent reasonably determined such increase in capital to be allocable to the existence of such Lender's Loan Commitments, then, from time to time, after submission by such Lender to the Borrowers (with a copy to the Administrative Agent) of a written request therefor, the Borrowers shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section 2.18 submitted by any Lender to the Borrowers (with a copy to the DIP Agents) with appropriate detail demonstrating how such amounts were derived shall be conclusive in the absence of manifest error.

2.19 Taxes.

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

(b) In addition, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the DIP Agents (at the direction of the Required Lenders), timely reimburse it for the payment of, any Other Taxes.

(c) The Loan Parties shall jointly and severally indemnify the DIP Agents and each Lender in full in cash, within ten (10) calendar days after demand therefor, for (i) with respect to any Indemnified Tax other than a Specified Japanese Tax, the entire aggregate amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted at any time in connection with any Loan Document and/or attributable to amounts payable under this Section), or (ii) with respect to any Specified Japanese Tax, the

entire aggregate amount of any such Taxes (including Taxes attributable to amounts payable under this Section), but no amount shall be paid pursuant to this clause (ii) in excess of the amount that would be payable if the Specified Japanese Taxes were determined with an applicable rate of 10.21% and otherwise without taking into account any exemption or reduction with respect to any such taxes, and, in each case, payable or paid by the DIP Agents or such Lender or required to be withheld or deducted from a payment to the DIP Agents or such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by such Lender (with a copy to the DIP Agents), or by the applicable Agent on its own behalf or on behalf of such Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.19, the applicable Loan Party shall deliver to the DIP Agent, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the DIP Agent. If any Loan Party fails to pay any such Taxes when due to the appropriate Government Authority or fails to remit to the DIP Agents the required receipts or other required documentary evidence, the Loan Parties shall indemnify the DIP Agents and the Lenders for any incremental Taxes, interest, additions to tax and penalties, and any reasonable expenses arising therefrom or in respect thereto that may become payable by the DIP Agents or any Lender as a result of any such failure.

(e) Each Lender shall severally indemnify the DIP Agents, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the DIP Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.6 relating to the maintenance of a Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the DIP Agents 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 a relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the DIP Agents shall be conclusive absent manifest error. Each Lender hereby authorizes the DIP Agents to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by DIP Agent to the Lender from any other source against any amount due to DIP Agents under this Section 2.19(e).

(f)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax (including any Specified Japanese Taxes) with respect to payments made under any Loan Document shall deliver to the Borrower and the DIP Agent, at the time or times reasonably requested by the Borrower or the DIP Agent, such properly completed and executed documentation reasonably requested by the Borrower or the DIP Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the DIP Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the DIP Agent as will enable the Borrower or the DIP Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (A), (B) and (D) of Section 2.19(f)(ii) and in paragraphs (A), (B) and (D) of Section 2.19(f)(iii)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any

material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Borrower pursuant to Section 7701(a)(30) of the Code,

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

(B) any Lender that is not a U.S. Person pursuant to Section 7701(a)(30) of the Code (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the DIP Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the DIP Agent), whichever of the following is applicable:

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

b. executed copies of IRS Form W-8ECI;

c. in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit C-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "Non-Bank Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W 8BEN-E; or

d. to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W 8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2 or Exhibit C-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax

Compliance Certificate substantially in the form of Exhibit C-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the DIP Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the DIP Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the DIP Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the DIP Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the DIP Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the DIP Agent as may be necessary for the Borrower and the DIP Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(iii) Without limiting the generality of the foregoing,

(A) any Lender that is neither a Japanese tax resident nor a Japanese branch of a non-Japanese tax resident (a "Non-Japanese Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the DIP Agent (in such number of copies as shall be requested by the recipient), on or about the date on which such Non-Japanese Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the DIP Agent), the applicable documentation to claim the benefits of an income tax treaty to which Japan is a party, to the extent the Non-Japanese Lender is claiming such treaty benefits;

(B) any Lender that is a Japanese branch of a non-Japanese tax resident (a "Japanese Branch Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the DIP Agent (in such number of copies as shall be requested by the recipient), on or about the date on which such Japanese Branch Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the DIP Agent), a Certificate of Exemption for Withholding Tax for Foreign Corporations issued by the relevant Japanese tax authority pursuant to Article 180 of the Income Tax Act of Japan (*shotoku-zeihou*);

(C) any Non-Japanese Lender or Japanese Branch Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the DIP Agent (in such number of copies as shall be requested by the recipient), on or about the date on which such Non-Japanese Lender or Japanese Branch Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the DIP Agent), executed copies of any other forms prescribed by applicable law as a basis for claiming an exemption from, or a reduction in, the withholding Taxes levied by Japan (or any political subdivision thereof), duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the DIP Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the DIP Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the DIP Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the DIP Agent as may be necessary for the Borrower and the DIP Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(g) If any party determines, in its sole discretion, exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by (including any additional amounts paid pursuant to this Section 2.19) it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.19 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) On or before the date any DIP Agent becomes a party to this Agreement, such DIP Agent shall deliver to the Borrower whichever of the following is applicable: (i) if such DIP Agent is a U.S. Person, executed copies of IRS Form W-9 certifying that such DIP Agent is exempt from U.S. federal backup withholding or (ii) if such DIP Agent is not a U.S. Person, (A) with respect to payments received

for its own account, executed copies of IRS Form W-8ECI and (ii) with respect to payments received on account of any Lender, executed copies of IRS Form W-8IMY (together with all required accompanying documentation) certifying that such DIP Agent is either (x) a "qualified intermediary" and that it assumes primary withholding responsibility under Chapters 3 and 4 of the Code and primary Form 1099 reporting and backup withholding responsibility for payments it receives for the account of others or (y) a "U.S. branch" and may be treated as a U.S. Person for purposes of applicable U.S. federal withholding Tax. At any time after the date on which any DIP Agent becomes a party to this Agreement, such DIP Agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the commercially reasonable request of the Borrower. Notwithstanding anything to the contrary in this Section 2.19(h), such DIP Agent shall not be required to provide any documentation that such DIP Agent is not legally able to deliver as a result of a Change in Law after the Closing Date.

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

(j) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 2.19, include any Conduit Lender.

(k) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.19.

2.20 Indemnity. The Borrowers agree to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrowers in making a borrowing of, conversion into or continuation of SOFR Loans, EURIBOR Loans or TIBOR Loans after the Borrowers have given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrowers in making any prepayment of or conversion from SOFR Loans, EURIBOR Loans or TIBOR Loans after the Borrowers have given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of SOFR Loans, EURIBOR Loans or TIBOR Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.20 submitted to the Borrowers by any Lender which is submitted within one hundred and eighty (180) days of the incurrence of any loss or expense covered by this Section 2.20 with appropriate detail demonstrating how such amounts were derived shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. This Section 2.20 shall not apply to Taxes, which shall be governed by Section 2.19.

2.21 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19 (other than any event related to Specified Japanese Taxes) with respect to such Lender, it will, if requested by the Borrowers, use commercially reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any

Loans affected by such event with the object of eliminating or reducing amounts payable pursuant to Section 2.18 or 2.19; provided, that the making of such filing or such designation is made on terms that, in the reasonable judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage (except to a de minimis extent), and provided, further, that nothing in this Section 2.21 shall affect or postpone any of the obligations of the Borrowers or the rights of any Lender pursuant to Section 2.18 or 2.19. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

2.22 Replacement of Lenders.

(a) The Borrowers shall be permitted to replace any Lender that (A) requests reimbursement for amounts owing pursuant to Section 2.18 or 2.19 (other than amounts attributable to Specified Japanese Taxes) or (B) defaults in its obligation to make Loans hereunder, or is otherwise a Defaulting Lender with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) prior to any such replacement, such Lender shall have taken no action under Section that has or will eliminate the continued need for payment of amounts owing pursuant to Section 2.18 or 2.19 and, in each case, such Lender has declined or is unable to designate a different lending office, (iii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement (whether or not then due), (iv) the Borrowers shall be liable to such replaced Lender under Section 2.20 if any SOFR Loan, EURIBOR Loan or TIBOR Loan, as applicable, owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (v) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Required Lenders, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (provided that the Borrowers shall be obligated to pay the registration and processing fee referred to therein), (vii) until such time as such replacement shall be consummated (and thereafter, to the extent related to such earlier time), the Borrowers shall pay all additional amounts (if any) required pursuant to Section 2.18 or 2.19, as the case may be, (viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the DIP Agents or any Lender shall have against the replaced Lender, and (ix) in connection with the replacement of a Lender pursuant to clause (A) above, such replacement results in a reduction of the amounts owing pursuant to Section 2.18 or 2.19.

(b) If, in connection with any proposed amendment, modification, waiver or termination pursuant to Section 10.1 (a "Proposed Change") requiring the consent of (i) all Tranche B/C Lenders or all directly and adversely affected Tranche B/C Lenders, if the consent of the Required Tranche B/C Lenders (or, in the case of a consent, waiver or amendment involving directly and adversely affected Tranche B/C Lenders, at least 50.1% of such directly and adversely affected Tranche B/C Lenders) to such Proposed Change is obtained, but the consent of other Tranche B/C Lenders whose consent is required is not obtained (any such Tranche B/C Lender whose consent is not obtained as described in this clause (b)(i) being referred to as a "Non-Consenting Tranche B/C Lender"), then, at the Borrowers' request, a Person or Persons reasonably acceptable to the Administrative Agent and the Required Tranche B/C Lenders (provided that any Non-Consenting Tranche B/C Lender shall not count towards such determination), shall have the right (but shall have no obligation) to purchase from such Non-Consenting Tranche B/C Lenders, and such Non-Consenting Tranche B/C Lenders agree that they shall, upon the Borrowers' request, sell and assign to such Person, all of the Tranche B Loans, Tranche B Commitments, Tranche C Loans and Tranche C Commitments (but not any of their Tranche A-1 Loans and/or Tranche A-1 Commitments) of such Non-Consenting Tranche B/C Lenders for an amount equal to the principal balance of all Tranche B Loans and Tranche C Loans held by the Non-Consenting Tranche B/C Lenders and all accrued interest and fees with respect thereto through the date of sale, and (ii) (A) all Tranche A-1 Lenders or all directly and adversely affected Tranche A-1 Lenders, (B) all Tranche A-1 Lenders have been provided with the bona fide opportunity to review such change, provide such a consent and, if applicable, participate in the proposed

transaction (including, without limitation, the Equal Treatment and Investment Opportunities) contemplated in the proposed consent based on such Tranche A-1 Lender's pro rata share of the Tranche A-1 Loans and Tranche A-1 Commitments and (C) if the consent of the Required Tranche A-1 Lenders to such Proposed Change is obtained, but the consent of other Tranche A-1 Lenders whose consent is required is not obtained (any such Tranche A-1 Lender whose consent is not obtained as described in this clause (b)(ii) being referred to as a "Non-Consenting Tranche A-1 Lender"), then, at the Tranche A-1 Borrower's request, a Person or Persons reasonably acceptable to the Administrative Agent and the Required Tranche A-1 Lenders (provided that any Non-Consenting Tranche A-1 Lender shall not count towards such determination), shall have the right (but shall have no obligation) to purchase from such Non- Consenting Tranche A-1 Lenders, and such Non-Consenting Tranche A-1 Lenders agree that they shall, upon the Tranche A-1 Borrower's request, sell and assign to such Person, all of the Trance A-1 Loans and Tranche A-1 Commitments (but not any of their Tranche B Loans, Tranche B Commitments, Tranche C Loans and/or Tranche C Commitments) of such Non-Consenting Tranche A-1 Lenders for an amount equal to the principal balance of all Tranche A-1 Loans held by the Non-Consenting Tranche A-1 Lenders and all accrued interest and fees with respect thereto through the date of sale, in each case of the clauses (i) and (ii) above, such purchase and sale to be consummated at par pursuant to an Assignment and Assumption in accordance with Section 10.6(b)(i) of this Agreement. Any such required sale and assignment shall be treated as a prepayment for purposes of Section 2.20 and the Borrowers shall be liable for any amounts payable thereunder as a result of such sale and assignment.

2.23 Limitation on Additional Amounts, Etc. Notwithstanding anything to the contrary contained in Section 2.18 of this Agreement, unless the Administrative Agent or a Lender gives notice to the Borrowers that they are obligated to pay an amount under any such Section within two hundred seventy (270) calendar days after the later of (x) the date the Lender incurs the respective increased costs, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital or (y) the date such Lender has actual knowledge of its incurrence of the respective increased costs, loss, expense or liability reductions in amounts received or receivable or reduction in return on capital, then such Lender shall only be entitled to be compensated for such amount by the Loan Parties pursuant to Section 2.18 to the extent the costs, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital are incurred or suffered on or after the date which occurs two hundred seventy (270) calendar days prior to such Lender giving notice to the Borrowers that they are obligated to pay the respective amounts pursuant to Section 2.18; provided, that if the circumstances giving rise to such claim is retroactive, then such two hundred seventy- (270-) calendar day period referred to above shall be extended to include the period of retroactive effect thereof. This Section 2.23 shall have no applicability to any Section of this Agreement other than Section 2.18.

2.24 Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan

Document so long as the Determination Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Determination Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Determination Agent will promptly notify the Borrowers and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Determination Agent will notify the Borrowers of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.24(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Determination Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.24, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.24.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Determination Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Determination Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Determination Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Reference Rate, the Borrowers may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, in each case with respect to the Term SOFR Reference Rate, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

2.25 [Reserved].

2.26 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then from the date on which such Lender becomes a Defaulting Lender until such date as such Lender ceases to be a Defaulting Lender, any amount payable to such Defaulting Lender hereunder may, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a non-interest-bearing account and, subject to any applicable Requirements of Law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, (iii) third, if so determined by the Administrative Agent and the Borrowers, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement, (iv) fourth, pro rata, to the payment of any amounts owing to any Borrower or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement and (v) fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that, if such payment is (x) a prepayment of the principal amount of any Loans which a Defaulting Lender has funded and (y) made at a time when the conditions set forth in Section 5.2 are satisfied, such payment shall be applied solely to prepay the Loans of all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender. The rights and remedies against a Defaulting Lender under this Section 2.26 are in addition to other rights and remedies that the Borrowers, the Administrative Agent and the non-Defaulting Lenders may have against such Defaulting Lender. The arrangements permitted or required by this Section 2.26 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the pro rata sharing provisions or otherwise. Default Interest due under Section 2.14(f) shall not accrue on the overdue Loans of such Lender so long as it is a Defaulting Lender. No Unfunded Facility Fee will accrue or be payable for the account of any Defaulting Lender in respect of any unfunded Loan Commitment of such Defaulting Lender. Each Defaulting Lender's right to approve or disapprove any amendment, waiver or consent shall be restricted as set forth in Section 10.1.

2.27 Tranche C Loans.

(a) Effective as of the Roll-Up Effective Date, and subject to the applicable Tranche B Lender or such Tranche B Lender's Designated Affiliate being the lender of record of, or the holder of beneficial interest or a participation in, the applicable Senior Loan Claims being "rolled-up" hereunder, and without any further action by any party to this Agreement or the other Loan Documents, the Bankruptcy Court, or any other Person, Loans under this Agreement (the "Tranche C Loans") in an amount equal to the Tranche C Commitment of such Tranche B Lender, its Designated Affiliate or its Designated Tranche C Lender shall be deemed a continuation of the corresponding principal amount (but not accrued and unpaid interest thereon) of the applicable Senior Loan Claims owed to that Tranche B Lender or such Lender's Designated Affiliate or its Designated Tranche C Lender, as applicable, by the Tranche C Borrower (it being understood and agreed that (i) such roll-up of Senior Loan Claim is not and shall not be deemed a novation (*koukai*) or de facto loans (*jun-shohi taishaku*) under the Civil Code of Japan and (ii) such roll-up does not constitute a repayment of the Senior Loan Claims); provided, that, notwithstanding anything herein to the contrary, the Loan Parties and the Tranche C Lenders party hereto acknowledge and agree that the (i) Facility A Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lenders with Tranche C Commitments shall be continued in Japanese Yen and indicated as Tranche C-1 Loans (the "Tranche C-1 Loans"), (ii) Facility B Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C Commitments shall be continued in Japanese Yen and indicated as Tranche C-2 Loans (the "Tranche C-2 Loans"), (iii) Facility C Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C Commitments shall be continued in Japanese Yen and indicated as Tranche C-3 Loans (the "Tranche C-3 Loans"), (iv) Facility D Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C

Commitments shall be continued in Japanese Yen and indicated as Tranche C-4 Loans (the "Tranche C-4 Loans"), (v) Revolving A Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C Commitments shall be continued in Japanese Yen and indicated as Tranche C-5 Loans (the "Tranche C-5 Loans"), (vi) Facility E Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C Commitments shall be continued in Euros and indicated as Tranche C-6 Loans (the "Tranche C-6 Loans"), (vii) Facility F Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C Commitments shall be continued in Euros and indicated as Tranche C-7 Loans (the "Tranche C-7 Loans") and (viii) Revolving B Loans (as defined in the Prepetition Senior Facility Agreement) deemed to be continued by Lender with Tranche C Commitments shall be continued in Euros and indicated as Tranche C-8 Loans (the "Tranche C-8 Loans"), in each case, with respect to the Tranche C Borrower in the Register.

(b) In connection with the "roll-up" set forth in Section 2.27(a) above, any Tranche B Lender or such Tranche B Lender's Designated Affiliate that, in either case, is a lender of record or a holder of beneficial interest or a participation in the applicable Senior Loan Claims may designate (upon such Tranche B Lender's execution of this Agreement or an Assignment and Assumption by providing to the Administrative Agent a Designation Notice and subject to clearance of KYC and other onboarding requirements of the Administrative Agent) its Affiliate or an unaffiliated financial institution reasonably acceptable to the DIP Agent to be the lender of record (the "Designated Tranche C Lender"; the Tranche B Lenders making such designation, the "Designating Tranche B Lender") (it being understood and agreed that any existing Tranche C Lender shall constitute an acceptable financial institution) of the Tranche C Loans corresponding to the applicable Senior Loan Claims that are subject to the "roll-up" and with respect to which such Tranche B Lender or its Designated Affiliate is a lender of record or a holder of beneficial interest or a participation (the "Designated Tranche C Loans" and the Tranche B Commitment and/or Tranche B Loans corresponding to such Designated Tranche C Loans, the "Designating Tranche B Loans"); provided, that the applicable Tranche C Commitment schedule shall identify such Designated Tranche C Lender and the amount of applicable Designated Tranche C Loans to be held by the Designated Tranche C Lender in such capacity; and provided, further, that any Designating Tranche B Lender may, from time to time, designate a replacement financial institution reasonably acceptable to the DIP Agent (subject to clearance of KYC and other onboarding requirements of the Administrative Agent) as Designated Tranche C Lender subject to the execution of an Assignment and Assumption with respect to the applicable Designated Tranche C Loans; and provided, further, that any such Designated Tranche C Lender shall act for voting and all other purposes under this Agreement upon the instructions of the applicable Designating Tranche B Lender.

(c) Any Tranche C Loans continued and subsequently repaid or prepaid pursuant to the terms hereof, in whole or in part, may not be reborrowed, and shall be subject to the Tranche C Exit Fee.

(d) The Administrative Agent shall, and is hereby authorized, directed and instructed to, take any and all action as may be reasonably necessary to ensure that the Senior Loan Claims held by each Lender are continued in accordance with this Section 2.27.

(e) Notwithstanding anything herein to the contrary, the Loan Parties, DIP Agents and each Lender agree and acknowledge that all Tranche C Loans shall accrue interest beginning on the Roll-Up Effective Date.

(f) Notwithstanding anything herein to the contrary, the Loan Parties, DIP Agents and each Lender agrees and acknowledges that with the consent of the Required Lenders, the outstanding principal amount of the Tranche C Loans and the Tranche C Exit Fee payable thereon may be subject to different treatment other than the repayment in full in cash, including pursuant to a plan of reorganization filed in the Chapter 11 Cases, to the extent that the Tranche C-1 Loans, the Tranche C-2 Loans, the Tranche C-3

Loans, the Tranche C-4 Loans, the Tranche C-5 Loans, the Tranche C-6 Loans, the Tranche C-7 Loans and the Tranche C-8 Loans (for the avoidance of doubt, including each of the Tranche C Loans denominated in Euros and Japanese Yen) are treated in the same manner on a pro rata basis.

(g) Each Tranche B Lender hereby represents and warrants to the Administrative Agent and each Lender that, immediately prior to and as of the Roll-Up Effective Date it or its Designated Affiliate is the lender of records or a holder of beneficial interest or a participation in the applicable Senior Loan Claims being "rolled-up" hereunder.

SECTION 3

[RESERVED]

SECTION 4

REPRESENTATIONS AND WARRANTIES

To induce the DIP Agents and the Lenders to enter into this Agreement and to induce the Lenders to provide the Loan Commitments and make the Loans hereunder, each of the Borrowers hereby represent and warrant to the Administrative Agent and each Lender, for and on behalf of itself (and, to the extent expressly specified, for and on behalf of its Subsidiaries) (provided that, each representation and warranty made in respect of any Foreign Subsidiary shall be subject to the Legal Reservations, Security Principles and Perfection Requirements), on each of the Closing Date and each Borrowing Date (each, a "Credit Date"), that the following statements are true and correct:

4.1 Financial Condition.

(a) All financial statements, balance sheets and similar financial deliverables required to be delivered by or on behalf of any Loan Party under this Agreement or any other Loan Document (i) are complete and correct in all material respects, (ii) have been prepared in reasonable detail and in good faith by or on behalf of such Loan Party, (iii) present fairly in all material respects the financial position and results of operations of such Loan Party and, if applicable, its Subsidiaries and (iv) if delivered pursuant to Sections 6.1, 6.2 and/or 6.10, have been prepared in accordance with the applicable requirements thereof.

(b) The audited consolidated financial statements of Holdings and its Subsidiaries as at December 31, 2023 and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of cash flows for the year ended on such date, reported on by and accompanied by a report from Ernst & Young ShinNihon LLC, as the case may be, present fairly in all material respects the consolidated financial condition of Holdings and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the fiscal year then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with the applicable Accounting Principles applied consistently throughout the period involved (except as approved by the aforementioned firm of accountants and disclosed therein).

4.2 No Change. Since the Petition Date, there shall not have occurred any event, circumstance or change that would reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect, other than to the extent resulting from, or arising in connection with, the Chapter 11 Cases.

4.3 Existence; Compliance with Law. Each Loan Party (a) is duly organized, incorporated, validly existing and, where applicable, in good standing under the laws of the jurisdiction of its organization, (b) each Loan Party and each other Chapter 11 Debtor, upon entry of the applicable Order, and each other Subsidiary of any Loan Party, has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with (x) the applicable Order and (y) all Requirements of Law, except, in the case of this clause (y), to the extent resulting directly from the Chapter 11 Cases or where the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

4.4 Power; Authorization; Enforceable Obligations. Subject to the applicable Order, each Loan Party has the power, authority and legal right to enter into this Agreement and the other Loan Documents to which it is a party, and to perform its Obligations hereunder and thereunder (and, in the case of the Borrowers, to borrow the Loans). Each Loan Party has taken all necessary organizational action and any all applicable action required under the applicable Order to authorize the execution, delivery and performance of the Loan Documents to which it is a party and its Obligations thereunder and, in the case of the Borrowers, to authorize the borrowing or the continuing of Loans, as applicable, on the terms and conditions of this Agreement. Subject to entry of the applicable Order by the Bankruptcy Court, no material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the Transactions, except consents, authorizations, filings and notices which (i) have been obtained or made prior to or on the Closing Date and which shall be full force and effect as of the Closing Date and each other Credit Date or (ii) may be reasonably required by the Administrative Agent or any Lender in connection with enforcement of their rights under the Loan Documents. Each Loan Document has been duly executed and delivered on behalf of each Loan Party thereto. Subject to entry of the applicable Order, this Agreement constitutes, and each other Loan Document constitutes or, upon execution will constitute, as applicable, a legal, valid and binding obligation of each Loan Party thereto, subject to the Legal Reservations and Perfection Requirements, enforceable against each such Loan Party in accordance with its terms.

4.5 No Legal Bar; Consents and Filings. Subject to entry of the Orders, the Transactions will not violate any material Requirement of Law or any Organizational Document of any Loan Party or any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Organizational Document (other than the Liens created by the Security Documents or pursuant to the Orders).

4.6 Litigation. Except as set forth on Schedule 4.6 and other than the Chapter 11 Cases (or any litigation or proceeding arising from or resulting from the Chapter 11 Cases), before and after giving effect to the Transactions, there is (i) no litigation or proceeding of or before any arbitrator or Governmental Authority which is pending or, to the best knowledge of each Loan Party, threatened by or against any Loan Party or any of its Subsidiaries or against any of their respective properties or revenues that would reasonably be expected to have a Material Adverse Effect and (ii) to the reasonable knowledge of any Loan Party, no active investigation by any Governmental Authority of any Loan Party or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect.

4.7 No Default. No Default or Event of Default has occurred and is continuing or would result from this Agreement or the other Loan Documents being effective in accordance with its or their respective terms, or the making of any Loans (or other extensions of credit) under this Agreement.

4.8 Ownership of Property; Liens. Subject to entry of the applicable Order and except as in the aggregate would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each of its Subsidiaries has marketable title to, or a valid leasehold interest in, all its real property, and marketable title to, or a valid leasehold interest in, all its material other property, and none of such property is subject to any Lien except any Permitted Lien.

4.9 Material Contract; Licenses; Intellectual Property. Subject to entry of the applicable Order and except as in the aggregate would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each of its Subsidiaries has all necessary licenses, permits, franchises and other rights necessary for the conduct of its business and for the intended use of its properties and assets to the extent necessary to ensure no material interruption in cash flow. The consummation of the Transactions will not give rise to a right of termination in favor of any party to any Material Contract (other than any Loan Party) which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Subject to the Orders, each Loan Party and each of its Subsidiaries owns, or is licensed or otherwise has the right to use, all Intellectual Property necessary for the conduct of its business as currently conducted except to the extent that a failure would not reasonably be expected to have a Material Adverse Effect. (i) Except as would not reasonably be expected to have a Material Adverse Effect in the aggregate, no claim has been asserted and is pending by any Person against any Loan Party or any of its Subsidiaries challenging or questioning the use by such Loan Party or Subsidiary of any Intellectual Property owned by such Loan Party or any of its Subsidiaries, or the validity or effectiveness of any such Intellectual Property, and (ii) nor does the Borrowers or such Loan Party have knowledge of any valid basis for any such claim. Except as would not reasonably be expected to result in a Material Adverse Effect, to the knowledge of the Borrowers, the use of Intellectual Property by such Loan Party and any of its Subsidiaries does not infringe on the rights of any Person in any material respect.

4.10 Taxes. Each Loan Party (except Holdings) and each of its Subsidiaries has, and with respect to any taxable period during which the Borrower or any of its Subsidiaries is a member of a consolidated, unitary, combined or similar tax group in which Holdings is the common parent, Holdings has, filed or caused to be filed all federal, state and other tax returns and reports required to be filed and has paid all federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (i) those Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintain in accordance with the applicable Accounting Principles have been provided on the books of the relevant Loan Party or its Subsidiaries or (ii) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used by any Loan Party or any of its Subsidiaries (a) for purposes of "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect in violation of Regulation U or (b) for any purpose that violates the provisions of the Regulations of the Board.

4.12 Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Loan Party or any of its Subsidiaries pending or, to the knowledge of such Loan Party or any of its Subsidiaries, threatened by any employees of any Loan Party or any Subsidiaries; (b) hours worked by and payment made to employees of each Loan Party and any of its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from each Loan Party or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of such Loan Party or the applicable Subsidiary.

4.13 ERISA and Pension Matters. Except as would not reasonably be expected to result in a Material Adverse Effect, (i) neither a Reportable Event (except to the extent resulting directly from the filing of the Chapter 11 Cases) nor a failure to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five (5)-year period prior to the date on which this representation is made or deemed made with respect to any Single Employer Plan, (ii) each ERISA Plan during such five-year period has complied with the applicable provisions of ERISA and the Code, and (iii) no termination of a Single Employer Plan has occurred, and no Lien on the assets of any Loan Party in favor of the PBGC or an ERISA Plan has arisen, during such five (5)-year period. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Single Employer Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits by an amount that would reasonably be expected to result in a Material Adverse Effect. No Loan Party nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect. So far as the Borrowers are aware, other than the UK Plans, the accrued benefit obligations of each Foreign Plan based on those assumptions used to fund such Foreign Plan with respect to all current and former participants do not exceed the assets of such Foreign Plan by an amount that would reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, (x) each Foreign Plan that is required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities, and (y) each Foreign Plan is in compliance with all provisions of applicable law and all applicable regulations and published interpretations thereunder with respect to such Foreign Plan.

4.14 Investment Company Act. No Loan Party nor any of its Subsidiaries is an "investment company," or a company "controlled" by an "investment company," required to be registered within the meaning of the Investment Company Act of 1940, as amended.

4.15 Subsidiaries. Attached hereto as Schedule 4.15 is an organization chart of each Loan Party and its Subsidiaries as of the Closing Date. As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of such Loan Party or any of its Subsidiaries, except as created by the Loan Documents.

4.16 Use of Proceeds.

(a) Subject to the Orders, all proceeds of the Tranche B Loans shall be used at all times in accordance with the Approved Budget (subject to Permitted Variances) and solely (i) for working capital and general corporate purposes of the Loan Parties and their Subsidiaries during the Chapter 11 Cases (excluding the repayment of any Indebtedness), (ii) to fund the repayment of all or a portion of the Emergency Loan Claims in accordance with the terms of the Restructuring Support Agreement, (iii) to fund distributions pursuant to the Plan of Reorganization, if applicable, (iv) to fund the Carve Out upon the delivery of a Carve Out Trigger Notice (as defined in the Orders), (v) to fund the wind-down of the Debtors' estates at the consummation of a 363 Sale, if applicable, and (vi) to enable the Loan Parties and their Subsidiaries to make all permitted payments of costs of administration of the Chapter 11 Cases; provided, however, that, in no event shall any proceeds of the Loans be used (x) to investigate (including discovery proceedings), challenge, object to, contest or raise any defense to, or initiate or prosecute any claims, causes of action, adversary proceedings or other litigation against, the validity, security, perfection, priority, extent or enforceability of any amount due under or the Liens or claims granted under or in connection with the Loan Documents, the Senior DIP Loan Documents or the Prepetition Loan Documents (other than a customary investigation budget permitted by the Orders of not more than $50,000 that may be utilized by the Committee to investigate, challenge, object to, contest or raise any defense to the validity, security,

perfection, priority, extent or enforceability of any amount due under or the liens or claims granted under or in connection with the Prepetition Loan Documents) and (y) in any manner inconsistent with Sections 4.11 and 4.22, or any other provision in this Agreement or in any other Loan Document or in any manner inconsistent with the Approved Budget and the Orders.

(b) Subject to the Orders, all proceeds of the Tranche A-1 Loans shall be used at all times in accordance with the Approved Budget (subject to Permitted Variances) and solely (i) for working capital and general corporate purposes of the Loan Parties and their Subsidiaries during the Chapter 11 Cases (excluding the repayment of any Indebtedness), (ii) to fund distributions pursuant to the Plan of Reorganization, if applicable, (iii) to fund the Carve Out upon the delivery of a Carve Out Trigger Notice (as defined in the Orders), and (iv) to enable the Loan Parties and their Subsidiaries to make all permitted payments of costs of administration of the Chapter 11 Cases; provided, however, that, in no event shall any proceeds of the Loans be used (x) to investigate (including discovery proceedings), challenge, object to, contest or raise any defense to, or initiate or prosecute any claims, causes of action, adversary proceedings or other litigation against, the validity, security, perfection, priority, extent or enforceability of any amount due under or the Liens or claims granted under or in connection with the Loan Documents, the Senior DIP Loan Documents or the Prepetition Loan Documents and (y) in any manner inconsistent with Sections 4.11 and 4.22, or any other provision in this Agreement or in any other Loan Document or in any manner inconsistent with the Approved Budget and the Orders.

4.17 Environmental Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties currently or formerly, owned, leased or operated by any Loan Party or any of its Subsidiaries (the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected to give rise to liability under, any applicable Environmental Law;

(b) no Loan Party nor any of its Subsidiaries has received any notice of any violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by such Loan Party or any of its Subsidiaries (the "Business"), nor does such Loan Party or any of its Subsidiaries have actual knowledge that any such notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location that would reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that would reasonably be expected to give rise to liability under, any applicable Environmental Law;

(d) with respect to any liability arising under any Environmental Law, no judicial proceeding or governmental or administrative action is pending or, to the best knowledge of each Loan Party or any of its Subsidiaries, threatened, to which such Loan Party or any of its Subsidiaries is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Loan Party or any of its Subsidiaries

or otherwise in connection with the Business, in violation of or in amounts or in a manner that would reasonably be expected to give rise to liability under Environmental Laws;

(f) the Properties and all operations at the Properties are, and within the past five (5) years have been, in compliance with all applicable Environmental Laws, and there is no contamination at, under or about the Properties that would reasonably be expected to give rise to liability under Environmental Laws or any violation of any Environmental Law with respect to the Properties or the Business; and

(g) no Loan Party nor any of its Subsidiaries has assumed, by express contract, any liability of any other Person under Environmental Laws.

4.18 Accuracy of Information, Etc. No written factual information with respect to any Loan Party or any of its Subsidiaries contained in this Agreement, any other Loan Document, the Approved Budget, each Variance Report or any other factual document, certificate or statement (other than (i) any projections, pro formas, budgets, estimates or other information of a forward looking nature with respect to such Loan Party or any of its Subsidiaries, (ii) information of a general economic nature or industry data or (iii) third party industry data which neither the Borrowers nor such Loan Party has independently verified and as to which neither the Borrowers nor such Loan Party makes any representation) furnished by or by Persons directed on behalf of such Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole, contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not materially misleading in light of the circumstances under which such statements are made and after giving effect to any supplements thereof. The projections and pro forma financial information contained in the materials referenced above were, and the projections hereafter delivered, when delivered, will be, based upon good faith estimates and assumptions believed by management of each Loan Party to be reasonable at the time made and no Loan Party knows as of the Closing Date any fact making such estimates and assumptions no longer true in any material respects, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact, such financial information is subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their respective Subsidiaries, no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.19 Security Documents. Subject to the Legal Reservations, the Perfection Requirements, the Guarantee Limitations and Security Principles and the provisions, limitations and/or exceptions set forth in this Agreement and/or any other Loan Document, this Agreement and the Security Documents, taken together with the Orders, are effective to create in favor of the Administrative Agent, for the benefit of the Lenders and any other Secured Parties valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens (including, in respect of the English Loan Parties and any Security Documents that they may be a party to, filing with the Registrar of Companies at Companies House) on, and security interests in, the Collateral pledged under the Loan Documents and/or the Orders, in each case, having the priorities set forth in the Orders and subject only to the payment in full in cash of any amounts due under the Carve Out. Pursuant to the terms of the Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests (except for Collateral under Foreign Security Documents, the perfection of which shall be subject to the laws applicable to the corresponding jurisdiction). Pursuant to and to the extent provided in the Orders, the Obligations of the Loan Parties under this Agreement will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases under section 364(c)(1) of the Bankruptcy Code, having priority over all administrative expense claims and unsecured claims against such Loan Parties now existing or hereafter arising, of any kind whatsoever,

having the priorities set forth in the Orders and subject only to the payment in full in cash of any amounts due under the Carve Out.

4.20 [Reserved].

4.21 Sanctions; Anti-Money Laundering Laws; Anti-Corruption Laws.

(a) To the extent applicable, each Loan Party and each of its Subsidiaries is in compliance, in all material respects, with (i) Sanctions, including the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (ii) applicable portions, if any, of the Patriot Act and other applicable Anti-Money Laundering Laws, and (iii) Anti-Corruption Laws. Each Loan Party has instituted and maintains or is subject to policies and procedures reasonably designed for each Loan Party and each of its Subsidiaries to achieve compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

(b) (i) No Loan Party nor any Subsidiary of such Loan Party or, any of its or its Subsidiaries' respective directors or officers, or to the knowledge of any Loan Party, any of its or its Subsidiaries' respective employees or agents that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person and (ii) neither the Borrowers nor any other Loan Party will use the proceeds of the Loans or otherwise make available such proceeds to any Person, (A) for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country, in each case, in violation of applicable Sanctions, or (B) in any other manner that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Agent, Lender, the Borrowers, such Loan Party or any of their respective Subsidiaries or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document.

(c) No part of the proceeds of the Loans will be used by any Loan Party nor any of its Subsidiaries 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 any applicable Anti-Corruption Laws.

(d) This Section shall not, and nothing in this Agreement or any other Loan Document shall, (i) apply to the extent that this Section and/or any obligations of any Person under or in relation to this Section would violate or expose any such Person (or any directors, officers, employees, agents, management, advisers or (in each case) Affiliates thereof) to any liability under any Blocking Law that is in force from time to time or (ii) create or establish an obligation or right for any person to the extent that, by agreeing to it, complying with it, exercising it, having such obligation or right, or otherwise, such Person (or any directors, officers, employees, agents, management, advisers or (in each case) Affiliates thereof) would be in violation of any Blocking Law (or similar), and any representation or undertaking made in or pursuant to this Agreement and in particular this Section 4 shall be so limited in relation to such person and to that extent shall not be made by nor apply to any such person.

4.22 Initial Budget. A true and complete copy of the Initial Budget, as agreed to with the Required Lenders as of the Closing Date, is attached as Exhibit F.

4.23 Orders. The Final Order is in full force and effect and has not been vacated, reversed, stayed or rescinded or, without the prior written consent of the Administrative Agent (at the direction of the Required Lenders in their sole discretion) or the Required Lenders, in their sole discretion, amended,

restated, amended and restated, supplemented, extended or otherwise modified, and no appeal of such Final Order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

4.24 Bankruptcy Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date, in accordance with applicable Requirements of Law and proper notice thereof under the circumstances, and proper notice of (x) the DIP Amendment Motion and (y) the hearings for the approval of the Amendment Final Order have been held by the Bankruptcy Court.

(b) Subject to the entry of the Amendment Final Order, the Obligations will constitute DIP Superpriority Claims (as defined in the Final Order) having the priority set forth in the Final Order.

(c) Subject to the entry of the Amendment Final Order, and pursuant to and to the extent provided in the Final Order, the Obligations will be secured by valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Collateral, in each case, having the priorities set forth in the Final Order and subject only to the Permitted Liens and the Carve Out.

4.25 Registered Address. Each Loan Party maintains a registered address in its original jurisdiction of formation.

4.26 Outbound Investment Rules. No Loan Party or any of its Subsidiaries is a "covered foreign person" as that term is used in the Outbound Investment Rules.

SECTION 5

CONDITIONS PRECEDENT

5.1 Conditions to Closing Date. This Agreement shall become effective as of the Business Day (the "Closing Date", which has occurred on June 13, 2025) when each of the following conditions precedent shall have been satisfied in a manner satisfactory to, or waived by, the Required Lenders:

(a) Credit Agreement; Security Documents; Loan Documents. The Administrative Agent shall have received a copy of each of the following documents, in each case, duly executed and delivered by each of the parties thereto (i) the Backstop Commitment Letter, (ii) the Guaranty and (iii) the Security Agreement.

(b) [Reserved].

(c) Initial Budget/Approved Budget. The Administrative Agent and the Lenders shall have received the Initial Budget on or prior to the Petition Date, which shall be in form and substance satisfactory to the Lenders (it being agreed and understood that a form substantially consistent with the form attached as Exhibit A to the Backstop Commitment Letter is acceptable to the Lenders) and shall, on and as of the Closing Date and until such time as superseded by an Updated Budget, constitute the Approved Budget.

(d) Organizational Documents; Evidence of Authority. The Administrative Agent shall have received (i) a copy of each Organizational Document of each Loan Party, to the extent applicable, and in relation to Domestic Loan Parties only, certified as of a recent date by the appropriate governmental official or member of the governing body of the relevant Loan Party (or such other date acceptable to the Required Lenders), each dated the Closing Date or a recent date prior thereto (or such other date acceptable to the

Required Lenders); (ii) signature of any Person executing any Loan Documents to which it is a party, (iii) incumbency certificates (with respect to Subsidiary Guarantors incorporated in Italy, a *visura camerale*) of the officers of any Loan Party executing any Loan Documents to which it is a party; (iv) if applicable, resolutions of the Board of Directors or similar governing body of each Loan Party approving and authorizing the borrowing of the Loans and incurrence of Obligations and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party or by which it or its assets may be bound as of the Closing Date, certified as of the Closing Date by a Responsible Officer of such Loan Party as being in full force and effect on and as of the Closing Date without modification or amendment; (v) where applicable in respect of the Domestic Loan Parties only, a good standing certificate or any other similar official document or excerpt from the applicable Governmental Authority or commercial register of each Domestic Loan Party's jurisdiction of incorporation, organization or formation, each dated a recent date prior to the Closing Date; (vi) if applicable, in respect of the Foreign Loan Parties only, confirming that, subject to the Guarantee Limitations, borrowing or guaranteeing or securing (as relevant) the total Commitments hereunder would not cause any borrowing, guarantee or security or similar limit binding on it to be exceeded; and (vii) such other documents as Administrative Agent or any Lender may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Required Lenders.

(e) Filings, Registrations and Recordings. The Administrative Agent shall have received each document (including any Uniform Commercial Code financing statement) required by the Security Documents (other than the Post-Closing Foreign Security Documents and other documents set forth in Schedule 6.12 and subject to the Security Principles) or under law or reasonably requested by the Administrative Agent or the Required Lenders to be filed, registered or recorded in order to create, or evidence the creation of, in favor of the Administrative Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such Collateral (other than Collateral located in Germany), in each case, having the priorities set forth in the Orders, in the Restructuring Support Agreement and in the Intercreditor Agreement (if applicable) and subject only to the payment in full in cash of any amounts due under the Carve Out, or as may be required by the Administrative Agent or the Required Lenders in connection with the perfection, protection, recordation, enforcement or administration of the Secured Parties' rights to the Collateral, and each such document shall be in proper form for filing, registration or recordation, as applicable, subject to the Carve Out.

(f) Patriot Act. Each Loan Party shall have provided such documentation and other information, including a certification of beneficial ownership, to the DIP Agent and each Lender in form and substance satisfactory to the DIP Agent and the Lenders at least two (2) Business Days prior to the Closing Date (to the extent reasonably requested by the DIP Agent or any Lender in writing at least three (3) Business Days prior to the Closing Date) in connection with applicable "know your customer", Sanctions and Anti-Money Laundering Laws, including without limitation the PATRIOT Act.

(g) Interim Order. The Bankruptcy Court shall have entered the Interim Order, which Interim Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

(h) Chapter 11 Cases. The Chapter 11 Cases shall have been commenced by the Borrowers and the Guarantors and the same shall each be a debtor and a debtor in possession. All material first-day orders (including, without limitation, any orders related to the Original Facility, cash management and any critical vendor or supplier motions) entered by the Bankruptcy Court in the Chapter 11 Cases shall, in each case, be in form and substance satisfactory to the Administrative Agent and the Required Lenders, and such

orders and their related motions shall be reasonably satisfactory to the Administrative Agent, the Required Lenders and the Borrowers.

(i) Fees and Expenses. All outstanding and reasonable and documented fees and out-of-pocket expenses of the Lender Advisors shall have been paid.

(j) No Default. No Default or Event of Default shall have occurred and be continuing on the Closing Date.

(k) Material Adverse Effect. Since the Petition Date and except to the extent arising in connection with the Chapter 11 Cases, there shall not have occurred any event, circumstance or change that could reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect.

(l) Consents. All necessary governmental and third party consents and approvals necessary in connection with the Original Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Required Lenders) and shall remain in effect; and no law or regulation shall be applicable in the reasonable judgment of the Required Lenders that restrains, prevents or imposes materially adverse conditions upon the Original Facility or the transactions contemplated thereby.

(m) Validity and Priority of Liens. The Collateral Agent, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such Collateral, subject to the Legal Reservations and Perfection Requirements, in each case, having the priorities set forth in the Restructuring Support Agreement and the Interim Order and/or the Original Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

(n) Senior DIP Credit Agreement. The Closing Date (as defined in the Senior DIP Credit Agreement) shall have occurred.

(o) Closing Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer of the Loan Parties, certifying as to the matters set forth in Sections 5.1 (k), (l) and (t).

(p) [Reserved].

(q) [Reserved].

(r) No Default Under Material Agreements. There shall not occur as a result of, and after giving effect to, the Closing Date, a default (or any event which with the giving of notice or lapse of time or both would be a default) under any of the Loan Parties' or their respective Subsidiaries' debt instruments and other material agreements which would permit the counterparty thereto to exercise remedies thereunder (other than any default which the exercise of remedies is stayed by the Bankruptcy Code).

(s) Representations and Warranties. Each of the representations and warranties made by the Loan Parties pursuant to Section 4 and/or pursuant to the Loan Documents and in each certificate or other writing delivered to the Administrative Agent or any Lender pursuant to any Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) immediately prior to, on and as of the Closing Date (it being understood and

agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(t) Restructuring Support Agreement. The Administrative Agent shall have received a copy of the Restructuring Support Agreement, duly executed and delivered by each of the parties thereto, and such Restructuring Support Agreement shall be in full force and effect with respect to all parties thereto other than Mizuho Bank, Ltd. and shall not have been amended, waived or otherwise modified without the prior written consent of the Required Lenders.

5.2 Conditions to Each Extension of Credit. The obligations of the Lenders to make any Tranche B Loans or Tranche A-1 Loans on any Borrowing Date shall be effective when each of the following conditions precedent shall have been satisfied in a manner satisfactory to, or waived by, the Required Lenders (or, in the case of the conditions in Section 5.2(d), satisfied in a manner satisfactory to, or waived by, the Administrative Agent and the Required Lenders):

(a) Representations and Warranties. Each of the representations and warranties made by the Loan Parties pursuant to Section 4 and/or pursuant to the Loan Documents and in each certificate or other writing delivered to the Administrative Agent or any Lender pursuant to any Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) immediately prior to, on and as of such Borrowing Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such Borrowing Date or after giving effect to the Tranche B Loans or Tranche A-1 Loans requested to be made on such Borrowing Date.

(c) Material Adverse Effect. Since the Petition Date and except to the extent arising in connection with the Chapter 11 Cases, there shall not have occurred any event, circumstance or change that could reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect.

(d) Fees and Expenses. All reasonable and documented out-of-pocket fees and expenses (including the hourly and monthly, as applicable, fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Agents and the Lenders on or before such Borrowing Date shall have been paid, which shall include all outstanding and documented fees and out-of-pocket expenses of the Lender Advisors.

(e) Loan Escrow Account. Solely with respect to any Borrowing of Tranche B Loans, the Loan Escrow Account shall have been established and ready to receive the proceeds of any Tranche B Loans.

(f) Approved Budget. (x) (i) The most recently delivered Approved Budget shall be in full force and effect as of any Borrowing Date and (ii) the funding of the Tranche B Loans or Tranche A-1 Loans shall comply with the most recently delivered Approved Budget (subject to the Permitted Variances) and (y) with respect to the borrowing of the Initial Tranche B Loans and the Initial Tranche A-1 Loans, the Administrative Agent and the Lenders shall have received an Updated Budget, in form and substance satisfactory to the Required Lenders.

(g) Final Order. The Bankruptcy Court shall have entered the Final Order, which Final Order shall, on each Borrowing Date on and after the entry of the Final Order, be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

(h) Milestones. The Loan Parties shall have satisfied each of the Milestones (to the extent such Milestone occurs prior to the applicable Borrowing Date and not otherwise waived or extended by the Required Lenders) on or prior to the applicable Borrowing Date.

(i) Borrowing Notice. The Administrative Agent shall have received a Borrowing Notice in respect of each applicable Loan in accordance with the requirements of Section 2.2. Each Borrowing Notice delivered hereunder in respect of each Tranche B Loan or Tranche A-1 Loan and each extension of Tranche B Loans or Tranche A-1 Loans shall include a confirmation from the Borrowers on and as of the Borrowing Date of the applicable Loan as to the matters specified in clauses (a) through (k) (other than this clause (i)) in this Section 5.2 (assuming for purposes of such representation and warranty that the Administrative Agent and Required Lenders are satisfied with respect to all conditions the completion of which is subject to the satisfaction of the Administrative Agent and the Required Lenders) and the proceeds of such borrowing shall be used in accordance with the Approved Budget (subject to Permitted Variances).

(j) Determinations under the Loan Documents. For purposes of determining compliance with any provision of any Loan Document on each Borrowing Date, each Lender shall be deemed to have consented to, approved or accepted, or be satisfied with, such Loan Document or other matter required under such Loan Document, in each case unless the Administrative Agent shall have been notified in writing by such Lender and specifying such Lender's objection thereto prior to the applicable Borrowing Date.

(k) Foreign Collateral. Subject to Section 6.12, the Administrative Agent shall have received a copy of each of the Post-Closing Foreign Security Documents duly executed and delivered by each of the parties thereto in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

(l) Requirements of Law. The making of such Tranche B Loans or Tranche A-1 Loans shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.

(m) Bankruptcy Matters. The Chapter 11 Cases shall not have been dismissed or converted into cases under chapter 7 or chapter 11 of the Bankruptcy Code, and no trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

(n) Restructuring Support Agreement. The Restructuring Support Agreement shall be in full force and effect with respect to all parties thereto other than Mizuho Bank, Ltd. and shall not have been amended, waived or otherwise modified without the prior written consent of the Required Lenders.

(o) Legal Opinions. Solely with respect to the borrowing of the Initial Tranche B Loans and Initial Tranche A-1 Loans, the Administrative Agent shall have received the following executed customary legal opinions dated as of the Closing Date:

(i) the legal opinion of Kirkland & Ellis LLP, New York counsel to the Loan Parties; and

(ii) the legal opinion of Bass, Berry & Sims PLC, Tennessee counsel to the Tranche B Borrower, in form and substance satisfactory to the Required Lenders.

(p) Senior DIP Credit Agreement. The Loans (as defined in the Senior DIP Credit Agreement) shall have been fully funded, or shall be fully funded concurrently with the Initial Tranche B Loans, and the Administrative Agent and the Lenders shall have received a copy of the Senior DIP Credit Agreement and all other loan documents executed in connection with the Senior DIP Credit Agreement on the Closing Date (as defined in the Senior DIP Credit Agreement).

(q) Agents Fee Letter. With respect to the borrowing of the Initial Tranche B Loans, the Administrative Agent shall have received a copy of the Agents Fee Letter, duly executed and delivered by the Borrowers.

5.3 Conditions Precedent to Withdrawals of Escrowed Loan Amount. The Tranche B Borrower shall be allowed to make one or more withdrawals from the Loan Escrow Account (each, a "Loan Withdrawal") after the Closing Date, subject to the satisfaction (or waiver by the Required Lenders) of each of the conditions precedent set forth below:

(a) Loan Withdrawal Notice. The Administrative Agent and the Escrow Agent shall have received a Loan Withdrawal Notice by no later than 12:00 Noon (New York time), three (3) Business Days (or such shorter period acceptable to the Escrow Agent), prior for a proposed funding of such Loan Withdrawal on the immediately following Business Day (such date, the "Proposed Withdrawal Date").

(b) Representations and Warranties. Each of the representations and warranties made by the Loan Parties pursuant to Section 4 and/or pursuant to the Loan Documents and in each certificate or other writing delivered to the Administrative Agent or any Lender pursuant to any Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Proposed Withdrawal Date as though made on and as of such Proposed Withdrawal Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(c) No Default. No Default or Event of Default shall have occurred and be continuing on such Proposed Withdrawal Date or after giving effect to the Loan Withdrawal requested to be made.

(d) Certification. The Tranche B Borrower shall have certified by a Responsible Officer of the Tranche B Borrower to the Administrative Agent, that the proceeds of such Loan Withdrawal shall be used pursuant to the Approved Budget (subject to Permitted Variances).

(e) Approved Budget. The most recent Approved Budget and shall be in full force and effect on and as of the Proposed Withdrawal Date, and the withdrawal shall be in accordance with such Approved Budget (subject to Permitted Variances); provided, that, the amount of the requested Loan Withdrawal shall not exceed the amount of the aggregate disbursements projected to be incurred under such Approved Budget for the next four week period after taking in consideration Loan Parties' projected Liquidity available for such disbursements, unless such Loan Withdrawal is in connection with the satisfaction of minimum Liquidity covenant set forth in Section 7.1(b).

(f) Order. The Final Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

(g) Milestones. The Loan Parties shall have satisfied each of the Milestones (to the extent such Milestone occurs prior to the Proposed Withdrawal Date) on or prior to the Proposed Withdrawal Date.

By delivery of any Loan Withdrawal Notice (and acceptance of any Loan Withdrawal), the Borrowers shall be deemed to have further represented and warranted to the Lenders that the calculations of the amounts requested to be withdrawn pursuant to such Loan Withdrawal are reasonable and accurate based on the facts and circumstances in existence at the time of its preparation, calculation and delivery. Upon receipt of the Loan Withdrawal Notice and satisfaction of the conditions set forth in this Section 5.3, as confirmed by Akin Gump Strauss Hauer & Feld LLP on behalf of the Lenders, the Administrative Agent shall promptly direct the Escrow Agent to disburse funds by 4:00 p.m. (New York time) on the Business Day immediately following such Loan Withdrawal Notice.

Any amounts withdrawn pursuant to a Loan Withdrawal that are not used pursuant to the Approved Budget shall either be (i) netted against any subsequent Loan Withdrawal or (ii) returned to the Escrow Agent to be deposited in the Loan Escrow Account.

Upon receipt of any Loan Withdrawal Notice, the Escrow Agent shall seek confirmation payment instructions by performing callback to one of the Authorized Signatories. The Tranche B Borrower and Tranche B Lenders understand that the Escrow Agent's inability to receive or confirm the Loan Withdrawal Notice may result in a delay in accomplishing such funds transfer and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

In addition to the foregoing, the Administrative Agent (at the direction of the Required Lenders) may direct the Escrow Agent to make Loan Withdrawals or require the Escrow Agent to transfer the proceeds from the Loan Escrow Account, from time to time, in accordance with Section 11.

SECTION 6

AFFIRMATIVE COVENANTS

Each Loan Party hereby jointly and severally with each other Loan Party (subject, in the case of any Foreign Loan Party or Foreign Subsidiary, to the Legal Reservations and in accordance with the Security Principles) agrees that, so long as any of the Loan Commitments remain in effect and until the Obligations (other than contingent indemnification obligations surviving after the termination of this Agreement) are paid in full in cash in accordance with this Agreement, each such Loan Party shall, and shall cause each of its Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders, by posting to Intralinks or otherwise):

(a) as soon as available, but in any event (i) on or prior to June 30, 2026, furnish the unaudited consolidated financial statements of Holdings and its Subsidiaries as at the end of the fiscal year of Holdings ended December 31, 205, and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of cash flows as well as notes disclosures for such fiscal year, all in reasonable detail and prepared in accordance with the applicable Accounting Principles, being IFRS measurement and recognition principles only, without comparative figures for the prior fiscal year; provided that such financial statements will not constitute full IFRS-compliant statements as the presentation and disclosure requirements of IFRS and IFRS 1 will not apply in their entirety, and (ii) within one hundred and twenty (120) calendar days after the end of each fiscal year of Holdings ending thereafter, the consolidated financial statements of Holdings and the Subsidiaries as at the end of such fiscal year, and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of 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 the applicable Accounting Principles, audited and accompanied by a report and opinion (without a "going concern" or like qualification or exception (except for qualifications or exceptions resulting solely from (A) an upcoming maturity date under any Indebtedness, (B) any actual or potential inability to satisfy a financial maintenance covenant on a future date or in a future period and (C) the Chapter 11 Cases)) of an independent registered public accounting firm of nationally recognized standing or another accounting firm reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event, within sixty (60) calendar days after the end of each of the first three (3) fiscal quarters of each fiscal year of Holdings, a consolidated balance sheet of Holdings and the Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations and equity for such fiscal quarter and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of Holdings and the Subsidiaries in accordance with applicable Accounting Principles, subject only to normal year-end adjustments and the absence of footnotes;

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.1(a) and Section 6.1(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Holdings and, if Holdings has any material assets or material liabilities other than equity of the Tranche B Borrower or liabilities related to debt of the Tranche B Borrower of any of its Subsidiaries such that such consolidated financial statements of Holdings and the Tranche B Borrower are materially different, then, consolidating information regarding the Tranche B Borrower and its Subsidiaries, compliance certificates and other information reasonably requested by the Lenders through the Administrative Agent (other than information subject to confidentiality obligations or attorney-client privilege) shall be provided by the Tranche B Borrower at the same time such financial statement and certificates are otherwise required to be provided hereunder; and

(d) as soon as available, but in any event, within twenty (20) Business Days after the end of each month (commencing with the first month ending after the Petition Date), a consolidated balance sheet of Holdings and the Subsidiaries as at the end of such month, and the related (i) consolidated statements of income or operations and equity for such month and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible

Officer as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of Holdings and the Subsidiaries in accordance with applicable Accounting Principles, subject only to normal year-end adjustments and the absence of footnotes.

All financial statements required to be delivered under this Section 6.1 shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with the applicable Accounting Principles. With regard to interim financial statements, such interim financial statements will not include all of the information and footnotes required by the applicable Accounting Principles for complete financial statements. However, all adjustments (consisting of normal, recurring accrual) considered necessary for a fair presentation will be included therein.

6.2 Information. Furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders, by posting to Intralinks or otherwise):

(a) concurrently with the delivery of any financial statements pursuant to Section 6.1(a) and (b), (i) an officer's certification on behalf of the Loan Parties that, on and as of such date, no Default or Event of Default shall have occurred or shall be continuing, and (ii) to the extent not previously disclosed to the Administrative Agent, a description of any change in the jurisdiction of organization of any Loan Party and a list of any applications or registrations of Intellectual Property filed in the name of, or acquired by, any Loan Party since the date of the most recent report delivered pursuant to this clause (a) (or, in the case of the first such report so delivered, since the Closing Date);

(b) within five (5) Business Days after the same are sent, copies of all financial statements and reports that the Borrowers send to any Senior DIP Agents or Prepetition Secured Parties or the holders of any class of its debt securities (other than the Lenders) in an aggregate principal amount in excess of $10,000,000 for any one issue or public equity securities and not otherwise required to be furnished to the Lenders under this Agreement or any other Loan;

(c) [reserved]; and

(d) promptly, such additional financial and other information concerning a Loan Party or any of its Subsidiaries as any Lender or the Administrative Agent or any Lender Advisor on behalf of any Lender may from time to time reasonably request, provided that none of the Borrowers nor any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to the Administrative Agent, any Lender Advisor or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

6.3 Payment of Taxes. Pay, discharge or otherwise satisfy as the same shall become due and payable (for the avoidance of doubt, including pursuant to the Bankruptcy Code), all of its obligations and liabilities, including Tax liabilities, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with the applicable Accounting Principles are being maintained on the books of the relevant Loan Party or its Subsidiaries, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.4 Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except (other than in respect of clause (i) above with respect to any Loan Party), to the extent that failure to do so would not reasonably be expected to have a Material Adverse

Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all material real and tangible property useful and necessary in its business in good working order and condition, ordinary wear and tear and damage by casualty excepted, and maintain, renew and keep in full force and effect all material Intellectual Property owned by the Loan Parties, except, in each case, where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, (b) maintain with financially sound and reputable insurance companies insurance (or pursuant to self-insurance to the extent commercially reasonable) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located; (c) other than any Foreign Subsidiaries, provide that each casualty or property insurance policy or general liability policy maintained or required to be maintained by any Loan Party shall (i) name the Administrative Agent, on behalf of the Secured Parties, as loss payee pursuant to a so-called "standard mortgagee clause" or "Lender's loss payable endorsement," with respect to property coverage of such Loan Party, and shall name the Administrative Agent on behalf of the Secured Parties as an additional insured, with respect to general liability coverage, (ii) provide that no action of any Loan Party or any Subsidiary or any other Person shall void any such policy as to the Administrative Agent or the Lenders, and (iii) use commercially reasonable efforts to see that such certificates provide that the insurers shall endeavor to notify the Administrative Agent of any proposed cancellation in accordance with the policy provisions and that the Administrative Agent or the Lenders will have the opportunity to correct any deficiencies justifying such proposed cancellation. The Borrowers will, other than in respect of any Foreign Subsidiaries, if any portion of any Mortgaged Property is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or any successor act thereto), either (x) cause the applicable Mortgage to be released in accordance with Section 9.11 hereof or (y) (A) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (B) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with the applicable Accounting Principles in all material respects shall be made of all material dealings and transactions in relation to its business and activities, and (b) permit representatives of the Administrative Agent or any Lender or any Lender Advisor to visit and visually inspect any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which such person may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time during normal business hours (and upon reasonable notice unless an Event of Default exists) and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Loan Parties and their Subsidiaries with officers and employees of the Loan Parties and their Subsidiaries and with their independent certified public accountants (provided the Borrowers are given an opportunity to be present at such meetings); provided, that so long as no Event of Default is continuing, the Borrowers shall not be required to pay or reimburse the expenses (to the extent otherwise required to do so hereunder) of the Administrative Agent or any Lender or any Lender Advisor, as applicable, of more than one such visit and inspection during any fiscal year. Notwithstanding anything to the contrary in this Section 6.6, neither the Borrowers nor any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

6.7 Notices. Promptly after obtaining knowledge thereof, give notice to the Administrative Agent and the Administrative Agent shall furnish to the Lenders by posting to Intralinks or otherwise of:

(a) the occurrence of any Default or Event of Default or any default or event of default or breach of any provision in the Restructuring Support Agreement or the Orders;

(b) any litigation, investigation or proceeding affecting any Loan Party or any of its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect, or any development or event in respect of any litigation described on Schedule 4.6 which could be expected to be materially adverse to the interests of Borrowers and its Subsidiaries;

(c) the following events, as soon as possible and in any event within ten (10) calendar days after any Responsible Officer of any Loan Party or any of its Subsidiaries knows or has reason to know thereof if such event or events could reasonably be expected to result in a Material Adverse Effect: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to a Single Employer Plan or Multiemployer Plan, the creation of any Lien on the assets of any Loan Party in favor of the PBGC or an ERISA Plan or any withdrawal from, or the termination or Insolvency of, any Multiemployer Plan or; (ii) the institution of proceedings or the taking of any other action by the PBGC or any Loan Party or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination or Insolvency of, any Single Employer Plan or Multiemployer Plan; and

(d) any development or event that has had or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Loan Party or any applicable Subsidiary proposes to take with respect thereto.

6.8 Environmental Laws.

(a) Comply in all material respects with, and use commercially reasonable efforts to ensure compliance in all material respects by all tenants and subtenants, if any, at the Properties with, all applicable Environmental Laws, and obtain and comply in all material respects with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case, to the extent that any such failure to do so would not reasonably be expected to have a Material Adverse Effect. This clause (a) shall be deemed not breached by a noncompliance with the foregoing if, upon learning of such noncompliance, any affected Loan Party or any of its Subsidiaries promptly undertakes reasonable efforts to eliminate such noncompliance, and such noncompliance and the elimination thereof, in the aggregate with any other noncompliance with any of the foregoing and the elimination thereof, could not reasonably be expected to have a Material Adverse Effect. Conduct and complete all material investigations, studies, sampling and testing, and all material remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except in each case, to the extent that any such failure to do so would not reasonably be expected to have a Material Adverse Effect. This clause (b) shall be deemed not breached by a failure to comply with such an order or directive if any affected Loan Party or any of its Subsidiaries timely challenges in good faith such order or directive in a manner consistent with all applicable Environmental Laws and pursues such challenge diligently, and the pendency and pursuit of such challenge, in the

aggregate with the pendency and pursuit of any other such challenges, could not reasonably be expected to have a Material Adverse Effect.

6.9 Additional Collateral, Etc.

(a) With respect to any personal property or Intellectual Property acquired after the Closing Date by any Loan Party that does not constitute an Excluded Asset as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a valid, enforceable, non-avoidable, fully and properly perfected or recorded Lien, except as otherwise expressly provided for in this Section 6.9, the Security Agreement or any applicable Foreign Security Document, such Loan Party shall, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles except as otherwise provided in the Security Agreement or any applicable Foreign Security Document and in any event subject to the limitations set forth therein, promptly (i) execute and deliver to the Collateral Agent such amendments to the Security Agreement, any applicable Foreign Security Document or such other documents as may be required under applicable law or as the Collateral Agent reasonably deems necessary under the laws of the jurisdiction applicable to such property to grant to the Collateral Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such personal property or Intellectual Property, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out and (ii) take all actions as may be reasonably requested by the Collateral Agent or Required Lenders or required under applicable law to grant to the Collateral Agent, for the benefit of the Secured Parties, the security interests and Liens described in foregoing sub-clause (i), including the filing of Uniform Commercial Code financing statements in such jurisdictions, filings with the United States Patent and Trademark Office and the United States Copyright Office and any other filing, registration or actions as may be reasonably required by the Security Agreement, any applicable Foreign Security Document or by law or as may be reasonably requested by the Collateral Agent. Notwithstanding the foregoing, all such after-acquired property shall automatically be subject to fully perfected Liens in favor of the Collateral Agent in accordance with the Final Order.

(b) With respect to any Material Owned Real Property (i) acquired after the Closing Date by any Loan Party, not later than (x) five (5) Business Days after the acquisition thereof, provide written notice of the acquisition thereof to the DIP Agents (including the address, purchase price and other relevant details relating to such property) and (y) 60 calendar days after the acquisition thereof (as such date may be extended by the Collateral Agent at the direction of the Required Lenders) or (ii) owned as of the Closing Date by any Loan Party, in each case of the foregoing (i) and (ii), upon the reasonable request by the Collateral Agent (acting at the direction of the Required Lenders), to use commercially reasonable efforts as soon as practicable after such request to grant, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, to the Collateral Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such real property, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out, and to preserve and protect any such Liens and security interests, including (A) filing the Orders in the jurisdiction in which such real property is located, (B) executing and delivering a Mortgage reasonably satisfactory to the Collateral Agent, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property and recorded by a nationally recognized title insurance company in such manner and in such place as is required by law, (C) procuring that all taxes, fees and other charges payable in connection therewith shall be paid in full, and (D) procuring delivery to the Collateral Agent of a copy of, or a certificate as to coverage under and a copy of the flood insurance policy and a declaration page relating to, the insurance policies required by Section 6.5 including, without limitation, flood insurance policies, each of which (i) shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable), (ii) shall name the

Collateral Agent, on behalf of the Secured Parties, as additional insured, (iii) in the case of flood insurance, if any, such certificate shall (x) identify the addresses of each property located in a special flood hazard area and (y) indicate the applicable flood zone designation, the flood insurance coverage and the deductible relating thereto. If so requested, such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Collateral Agent shall reasonably require to confirm the validity, perfection and priority of the Lien of any Mortgage against such real property (including a title policy issued by the Title Company, a Survey and local counsel opinion (in form and substance reasonably satisfactory to the Collateral Agent)).

(c) With respect to any new Subsidiary (other than any Excluded Subsidiary) created or acquired after the Closing Date by any Loan Party and other Subsidiaries of Holdings (other than any Excluded Subsidiary) that become a Chapter 11 Debtor in the Chapter 11 Cases, promptly execute and deliver to the DIP Agents such documents, instruments, agreements, and take such actions as may be required to ensure that, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, (x) such Subsidiary becomes a party to this Agreement as a Guarantor and becomes a party to all applicable Security Documents, any Intercreditor Agreement and any other Loan Documents in the same manner as each Subsidiary Guarantor is a party hereto and thereto on the Closing Date and (y) the Collateral Agent, for the benefit of the Secured Parties, obtains valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Capital Stock of such Subsidiary and all property and assets owned by such Subsidiary constituting Collateral, in each case, having the priorities set forth in the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

(d) Notwithstanding anything in this Agreement or any Security Document to the contrary, (i) the DIP Agents shall not take, and the Loan Parties shall not be required to grant, a security interest in any Excluded Asset and (ii) any security interest required to be granted or any action required to be taken, including to perfect such security interest, shall be subject to the same exceptions and limitations as those set forth in the applicable Security Documents. For the avoidance of doubt, Section 2(c) of the Security Agreement is hereby incorporated by reference, *mutatis mutandis*.

(e) Subject in each case to the Orders, the terms of the Security Documents, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, each Loan Party shall promptly do all such acts (including making filings and registrations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require in favor of the Collateral Agent or its nominee(s)): (i) to complete all steps and actions necessary to perfect any Lien created or intended to be created under or evidenced by the Orders or Security Documents (which may include, but is not limited to, upon the request of the DIP Agents (at the direction of the Required Lenders), use commercially reasonable efforts to enter into account control agreements with respect to any deposit account, securities account or commodities account held by the Loan Parties, in each case as soon as practicable after such request and in form and substance satisfactory to the DIP Agents, the execution of a mortgage (if requested pursuant to Section 6.9(b)), a charge, assignment or other Lien over all or any of the assets which are, or are intended to be, the subject of the Lien granted pursuant to the Orders or Security Documents); and/or (ii) if an Event of Default has occurred and is continuing, to facilitate the realization of the assets which are, or provided they have been perfected, are intended to be, the subject of the Lien granted pursuant to the Orders or Security Document.

(f) Unless the Borrowers have given each of the DIP Agents at least ten days' prior written notice, neither the Borrowers nor any other Loan Party will change (i) their legal name, (ii) their jurisdiction of organization, (iii) their chief executive office or, (iv) their corporate or legal structure. The Borrowers and each other Loan Party agree not to effect or permit any change referred to in the preceding sentence

unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the DIP Agents to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. The Borrowers and each other Loan Party agrees promptly to notify the DIP Agents if any material portion of the Collateral owned or held by such Loan Party is damaged or destroyed.

6.10 Additional Chapter 11 Reporting.

(a) Initial Budget/Approved Budget. The Loan Parties shall acknowledge and agree that the Initial Budget shall be in effect as the Approved Budget at all times until superseded in accordance with Section 6.10(b).

(b) Updated Budget. (i) As soon as practical, but in any case prior to the date of entry of the Original Final Order, (ii) not later than 12:00 p.m. New York City time on Friday of each fourth week, commencing with the first Friday following the fourth calendar week after the date of the entry of the Interim Order (or the successive Business Day if such Friday is not a Business Day) and (iii) as required by Section 5.2(e), in each case, the Loan Parties shall deliver to the Administrative Agent and the Lenders an updated budget (an "Updated Budget") covering the 13-week period that commences with the week in which such Updated Budget is delivered, consistent with the form and level of detail set forth in the Initial Budget and showing, Budgeted Operating Disbursements, Budgeted Non-Operating Activities, Budgeted First Day Motion Relief, Budgeted Operating Receipts and the Budgeted Professional Fees and, to the extent any Updated Budget is not objected to by the Required Lenders in their sole discretion within five (5) Business Days of receipt thereof, the Updated Budget shall be deemed accepted and become the Approved Budget; provided, that, in the event the Required Lenders and the Loan Parties cannot agree as to the Updated Budget, such disagreement shall only give rise to an Event of Default once the 13-week period covered by the prior Approved Budget has ended; provided, further, that all material modifications, amendments, supplements or waivers shall be provided to counsel to the Committee (as defined in the Final Order) no later than five (5) days prior to the effectiveness thereof. Each Approved Budget delivered to the Lenders shall be accompanied by such supporting documentation as reasonably requested by the Required Lenders and filed by the Borrowers with the Bankruptcy Court.

(c) Variance Reporting. Not later than 12:00 p.m., New York City time on each Friday, commencing with the first Friday following the first four (4) full weeks after the Petition Date (or the successive Business Day if such Friday is not a Business Day), the Loan Parties shall deliver to the Administrative Agent and the Lenders a variance report (a "Variance Report") for the immediately preceding four-week period then ended (such period, a "Testing Period") (i) setting forth Actual Operating Disbursements, Actual Non-Operating Activities, Actual First Day Motion Relief, Actual Operating Receipts and Actual Professional Fees of the Loan Parties on a cumulative basis and setting forth all of the variances, as compared to the Budgeted Operating Disbursements, Budgeted Non-Operating Activities, Budgeted First Day Motion Relief, Budgeted Operating Receipts and the Budgeted Professional Fees, respectively, set forth in the Approved Budget for such Testing Period, together with a certificate of a Responsible Officer of Holdings, (ii) explaining in adequate detail all material variances from the Approved Budget for such Testing Period and (iii) certifying compliance by the Loan Parties with requirements set forth in Section 7.1(a) for such Testing Period or identifying and explaining in reasonable detail any non-compliance by the Loan Parties with such requirements. Variances, if any, from the applicable Approved Budget, and any amendments, supplements, modifications or proposed changes to the applicable Approved Budget or Variance Report, shall be subject to the prior written approval of the Required Lenders in their sole discretion (acting in good faith); *provided that* any such variance, amendment, supplement, modification or proposed change shall be deemed to be approved by Required Lenders if (a) the Borrower delivers a request therefor in writing to the Administrative Agent (for further delivery to the Lenders) and

DIP Agents and (b) the Required Lenders shall not have objected thereto within five (5) Business Days following the receipt of such request.

(d) Liquidity Reporting. Not later than 12:00 p.m., New York City time on each Friday, commencing with the first Friday following the Closing Date (or the successive Business Day if such Friday is not a Business Day), the Loan Parties shall deliver a liquidity certificate (a "Liquidity Certificate") to the Administrative Agent and the Lenders, in form and substance satisfactory to the Required Lenders, stating Liquidity as of the last Business Day of the prior week.

(e) Management Conference Calls; Access to Management. The Borrowers (and/or its advisors) shall, at the request of the Required Lenders, (A) participate in a teleconference (the "Management Conference Call") to take place at least once per calendar week (at such time as is reasonably satisfactory to the Required Lenders and the Borrowers and their advisors), which Management Conference Call shall (i) involve participation by the CRO, once appointed pursuant to the terms hereof, and/or at least one senior member of the professional advisors to the Loan Parties and/or such Lenders and Lender Advisors that elect to participate therein and (ii) be intended for purposes of discussing the Loan Parties' restructuring (including any budget proposed to be the Approved Budget, Variance Reports, Liquidity Certificates and any projections) and such other information and matters reasonably related thereto or reasonably requested by any Lender (it being understood that no such response by the Borrowers shall require them to disclose or permit the discussion of, any document, information or other matter (x) that constitutes any Loan Party's trade secrets or proprietary information, (y) in respect of which disclosure to the Administrative Agent or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (z) that is subject to attorney client or similar privilege or constitutes attorney work product), and (B) provide to the Lenders and Lender Advisors reasonable access to Loan Parties' management (including, without limitation, the CRO, if any) and professional advisors to the Loan Parties.

(f) Weekly Cash Flow Reporting. On or prior to the Friday of each week, commencing with June 27, 2025, the Borrowers shall deliver to the Administrative Agent and the Lenders weekly actual cash flows in the same form as set forth in the Approved Budget with the same level of detail, together with a variance report showing variances on a weekly and cumulative basis at a regional level with explanations for all material variances.

(g) Extended DIP Budget. One (1) Business Day prior to the scheduled hearing with the Bankruptcy Court to approve the Original Final Order, the Loan Parties shall deliver a cash flow budget reflecting the projected cash flows through the Initial Maturity Date, substantially in the form attached to the Backstop Commitment Letter as Exhibit A and in form and substance acceptable to the Required Lenders.

6.11 Bankruptcy Covenants.

(a) Keep the Cash Management Order in effect at all times on and after the Closing Date, and maintain a cash management system in compliance with the Cash Management Order.

(b) Ensure the satisfaction of the Milestones on or before the applicable dates (or any later date approved by the Required Lenders in their sole discretion).

(c) Use commercially reasonable efforts (i) to prepare or cause to be prepared the applicable Loan Documents within the Borrowers' control (including all relevant motions, applications, orders, any other required agreements and other documents to effectuate and consummate the restructuring transactions) and to negotiate such documents in good faith, (ii) to provide draft copies of all material

motions, documents and other pleadings to be filed in the Chapter 11 Cases to counsel to the Required Lenders and the Lenders as soon as reasonably practicable, and (iii) to consult in good faith with counsel to the Required Lenders regarding the form and substance of any of the foregoing documents in advance of the filing, execution, distribution or use (as applicable) thereof;

(d) Use commercially reasonable efforts to (1) file the Plan of Reorganization and the accompanying disclosure statement with the Bankruptcy Court pursuant to the Milestones, and (2) as soon as practicable following entry of the order approving such disclosure statement by the Bankruptcy Court, cause the solicitation of votes to approve the Plan of Reorganization and seek entry of the confirmation order with respect thereto;

(e) [Reserved];

(f) Oppose any motion filed with the Bankruptcy Court by any person seeking the entry of an order (a) directing the appointment of an examiner with expanded powers or a trustee, (b) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases;

(g) Inform the Lender Advisors as soon as reasonably practicable after becoming aware of: (a) any matter or circumstance which they know to be a material impediment to the implementation or consummation of the restructuring transactions; (b) a breach of any Loan Document; and (c) any representation or statement made or deemed to be made by any Loan Party under any Loan Document which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(h) To the extent reasonably practicable, at the request of the Required Lenders, participate in once-a-week telephonic conferences with the Lenders that agree to receive material non-public information about the Borrowers, the Loan Parties and their Related Parties or their respective securities (without any advance determination of whether such information is material), and the Lender Advisors to provide updates and information related to the Chapter 11 Debtors' restructuring;

(i) Pay and reimburse all professional fees required to be paid pursuant to the Orders or this Agreement in full in cash in immediately available funds subject to any applicable orders of the Bankruptcy Court (including the Orders) but without the need to file fee or retention applications, all expenses incurred prior to (to the extent not previously paid) the effective date of any chapter 11 plan of reorganization;

(j) [Reserved];

(k) Not file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with the Loan Documents without obtaining the prior written consent of the Required Lenders; provided, however that the Chapter 11 Debtors shall be allowed to file such motion, pleading, or other document with respect to the matters set forth in Schedule 4.6 attached hereto but not to agree to any settlement or cash payment with respect thereto without obtaining the prior written consent of the Required Lenders;

(l) Not file any plan of reorganization or motion seeking approval of a sale of all or substantially all of the Loan Parties' assets unless such plan or sale (i) complies with the provisions of the Restructuring Support Agreement and the Restructuring Term Sheet and (ii) pays the Tranche A-1 Obligations in full in cash;

(m) Not direct any direct or indirect Subsidiary of the Chapter 11 Debtors to take any action, or fail to take any action, that would be inconsistent with the Loan Documents;

(n) Use all reasonable efforts to take any actions (including instituting proceedings) that are necessary or advisable to protect the Chapter 11 Debtors and Holdings' subsidiaries that are not Chapter 11 Debtors domiciled in the United States from any actions, proceedings, exercises of contractual rights, terminations, defaults, remedies or other adverse actions brought by third parties arising from or in connection with the commencement of the Chapter 11 Cases (including, without limitation, termination of leases and any other Material Contracts) (collectively, "Restructuring Impacts"), which actions may include seeking appropriate protections in non-U.S. jurisdictions; and

(o) Maintain at all times the Restructuring Support Agreement in full force and effect with respect to the Plan Sponsors and the Company Parties (as each such term is defined in the Restructuring Support Agreement) (including the Loan Parties).

6.12 Post-Closing Obligations. Take the actions set forth on Schedule 6.12 within the timelines set forth therein (as such timelines may be extended by the Agent with the consent of the Required Lenders).

6.13 Milestones. The Borrowers shall comply with the Milestones (as may be waived or extended in the sole discretion of the Required Lenders).

6.14 Conduct of Business. Use commercially reasonable efforts to maintain in full force and effect all necessary licenses, permits, franchises, rights to participate in, or the benefit of valid agreements to participate in, material and other rights necessary for the conduct of its business and for the intended use of its properties and assets to the extent necessary to ensure no interruption in cash flow and use commercially reasonable efforts to preserve intact its and its Subsidiaries' business organization and relationships with third parties.

6.15 Use of Proceeds. The proceeds of the Loans will be used only as provided in Section 4.16.

6.16 CRO. Upon the earlier of (i) [reserved] or (ii) one (1) Business Day after the conclusion of the Auction (as defined in the Restructuring Support Agreement) in the event that the bid of the Plan Sponsors (as defined in the Restructuring Support Agreement) is the winning bid in the Auction (as defined in the Restructuring Support Agreement), and, in each case, to the extent that the Restructuring Support Agreement remains in effect, the Borrowers shall appoint, or cause to be appointed, the CRO.

6.17 Know-Your-Customer Requirements. (a) If:

(A) the introduction of or any change in any law or regulation made after the date on which it became a Secured Party under this Agreement; or

(B) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a new Lender,

obliges the DIP Agents, any Lender or (in the case of paragraph (B) above) any prospective new Lender to comply with "know your customer" or similar identification procedures in respect of a Loan Party in circumstances where the necessary information is not already available to it (or, in the case of paragraph (B) above, an existing Lender), that Loan Party shall promptly, upon the request of the DIP Agents or any Lender, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the DIP Agents (for itself or on behalf of any Lender) or any Lender or itself or on behalf of any prospective new Lender in form and substance satisfactory to the DIP Agents and/or Lenders as applicable, provided that such new Lender has complied with any confidentiality undertaking as required in this Agreement in order for the DIP Agents, such Lender or such prospective new Lender to carry out and be satisfied with the results of all necessary "know your customer" or other similar checks it is required

by law or regulation (including pursuant to each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended)) to carry out pursuant to the transactions contemplated in the Loan Documents.

(b) Each Lender shall promptly, upon the request of the DIP Agents, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the DIP Agents (for itself or on behalf of any other Secured Party) in form and substance satisfactory to the DIP Agents and/or Lenders as applicable, in order for the DIP Agents or such other Secured Party to carry out and be satisfied with the results of all necessary "know your customer" or similar other checks in relation to any person that it is required to carry out pursuant to the transactions contemplated in the Loan Documents.

6.18 Compliance with Laws. Each Loan Party shall comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.19 Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions. Each Loan Party and each of its Subsidiaries shall comply in all material respects with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions. Each Loan Party shall maintain or be subject to policies and procedures reasonably designed for each Loan Party and each of its Subsidiaries to achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

SECTION 7

NEGATIVE COVENANTS

Each Loan Party hereby agrees that, so long as any of the Commitments remain in effect and until the Obligations (other than contingent indemnification obligations surviving after the termination of this Agreement) are paid in full in cash in accordance with this Agreement, such Loan Party shall not, and shall not permit any of its Subsidiaries to:

7.1 Financial Covenants.

(a) Permitted Variances. Each Friday, commencing on the first Friday following the Amendment No. 3 Effective Date, on a line-by-line aggregate basis for the related Testing Period, the Loan Parties shall comply with the Budget Variance Test; provided that any noncompliance of this Section 7.1(a) shall not constitute breach of this covenant for purposes of determining an Event of Default so long as the Borrower is in compliance with the Permitted Variances within fourteen (14) calendar days of the date of any such initial noncompliance.

(b) Minimum Liquidity. Commencing on the Closing Date, the Borrowers shall not permit Liquidity as of the last Business Day of each week to be less than $200,000,000; provided, that the Borrowers may withdraw funds from the Loan Escrow Account in an amount necessary to satisfy the requirement of this Section 7.1(b).

7.2 Indebtedness. Create, issue, incur, assume, or become liable in respect of any Indebtedness, except, and, in each case, subject to the Approved Budget:

(a) the Obligations;

(b) Indebtedness of (i) any Loan Party owing to any other Loan Party, (ii) any Loan Party owing to any Subsidiary that is not a Loan Party; *provided* that any such Indebtedness shall be subordinated

to the Obligations on terms reasonably satisfactory to the Required Lenders and (iii) any Subsidiary that is not a Loan Party owing to any Loan Party, in the case of this clause (iii), in an aggregate principal amount at any time outstanding not to exceed (x) $25,000,000 minus, without duplication, (y) the aggregate amount of Investments made at or prior to such time pursuant to Section 7.7(e); *provided* that any Indebtedness referred to in this clause (b)(iii) shall be incurred in the ordinary course of business and consistent with past practice and shall be used by such Subsidiary that is not a Loan Party solely for working capital and general corporate purposes of such Subsidiary; *provided*, *further*, that any Indebtedness referred to in this clause (b) that is funded with the proceeds of the Loans shall be evidenced by and subject to the Global Intercompany Note and, to the extent owed to a Loan Party, pledged to secure the Obligations pursuant to the terms of the Security Agreement, and the Global Intercompany Note shall not be amended, restated, amended and restated, supplemented or otherwise modified in any manner that is adverse to the interests of the Agents or the Lenders in their capacities as such;

(c) Guarantee Obligations by the Borrowers or any Subsidiary of Indebtedness of the Borrowers or any other Subsidiary to the extent that such Indebtedness is otherwise permitted to be incurred pursuant to this Section 7.2; provided that, in the case of any Guarantee by any Loan Party of Indebtedness of any Subsidiary that is not a Loan Party, the related Investment is not in violation of Section 7.7; provided, further, that no guarantee by any Subsidiary of any Senior DIP Obligations or obligations under any Prepetition Credit Agreement shall be permitted unless such Subsidiary has also provided a guarantee of the Obligations;

(d) Indebtedness of any Loan Party and any Subsidiaries outstanding on the Petition Date immediately prior to the Chapter 11 Cases in respect of the Prepetition Loan Obligations; provided, that no refinancing, restructuring, renewal, replacement, extension, amendment or other modification to such Indebtedness shall be permitted at any time;

(e) Indebtedness of any Loan Party and/or any Subsidiary thereof (other than Indebtedness referred to in Section 7.2(d)) validly incurred prior to and outstanding on the Petition Date immediately prior to the Chapter 11 Cases, as set forth on Schedule 7.2(e) (as in effect on the Closing Date); provided, that (x) no refinancing, restructuring, renewal, replacement, extension, amendment or other modification to (other than pursuant to the Chapter 11 Cases) such Indebtedness and no additions to Schedule 7.2(e) shall be permitted hereunder at any time after the Amendment No. 3 Effective Date and (y) any Indebtedness of a Loan Party owing to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations on terms reasonably satisfactory to the Required Lenders;

(f) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(g) in an aggregate principal amount not to exceed $10,000,000;

(g) obligations in respect of letters of credit, bank guaranties or similar instruments issued in the ordinary course of business consistent with past practice and of performance, surety, statutory or appeal bonds or with respect to worker's compensation claims or other bonds permitted under Section 7.3;

(h) Indebtedness incurred in the ordinary course of business consistent with past practices in respect of netting services, overdraft protections and otherwise in connection with deposit accounts;

(i) Indebtedness representing deferred compensation or similar arrangements to employees of the Borrowers and their respective Subsidiaries incurred in the ordinary course of business consistent with past practice;

(j) accretion or amortization of original issue discount and accretion of interest paid in kind, in each case, in respect of Indebtedness otherwise permitted by this Section 7.2;

(k) Indebtedness owed to any Person providing property, casualty, business interruption or liability insurance to Holdings (to the extent such obligations or activities of Holdings are related to the Borrowers or any of their respective Subsidiaries), the Borrowers or any of their respective Subsidiaries, provided that such Indebtedness is incurred to finance insurance premiums in respect of such insurance;

(l) to the extent constituting Indebtedness, Guarantee Obligations, incurred in the ordinary course of business consistent with past practices, of the obligations of suppliers, customers, franchisees and licensees of the Borrowers and their respective Subsidiaries;

(m) performance Guarantee Obligations of the Borrowers and their respective Subsidiaries primarily guaranteeing performance of Contractual Obligations of the Borrowers or their respective Subsidiaries to a third party and not primarily for the purpose of guaranteeing payment of Indebtedness;

(n) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Subsidiary of the Borrowers to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States;

(o) Indebtedness of the Borrowers or any other Loan Party under the Senior DIP Loan Documents in the aggregate principal amount not to exceed $900,000,000; provided that (a) Indebtedness incurred thereunder shall be subject to the Intercreditor Agreement; (b) such Indebtedness shall not have any obligors that are not Loan Parties; (c) such Indebtedness shall not be secured by any property or asset that does not secure the Loans; and (d) such Indebtedness shall not mature or amortize prior to the stated maturity date (whether the Initial Maturity Date or as extended) of the Loans;

(p) obligations in respect of the AR Facility and other accounts receivables factoring, revolving receivables or securitization or similar financing facilities, in each case, incurred in the ordinary course of business and consistent with past practice (including with respect to the maximum amount of such obligations incurred (it being understood that increases in the maximum amount of such obligations incurred as a result of an increase in the amount of the relevant receivables in the ordinary course of business shall be permitted under this clause 7.2(p))); and

(q) other Indebtedness in an aggregate principal amount not to exceed $5,000,000.

For purposes of determining compliance with any restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus the amount of any premium paid, and fees and expenses incurred, in connection with such extension, replacement, refunding refinancing, renewal or defeasance (including any fees and original issue discount incurred in respect of such resulting Indebtedness).

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except, and, in each case, subject to the Approved Budget:

(a) Liens for Taxes, assessments, charges or other governmental levies (i) not overdue for a period of more than sixty (60) calendar days or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrowers or their respective Subsidiaries, as the case may be, in conformity with the applicable Accounting Principles or such amounts are not otherwise required to be paid under Section 6.3 or (ii) arising after the Petition Date to the extent the payment thereof is stayed by reason of the Chapter 11 Cases, the applicable Order, or other Bankruptcy Court order, provided that adequate reserves with respect thereto are maintained on the books of the Borrowers or their respective Subsidiaries, as the case may be, in conformity with the applicable Accounting Principles;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than sixty (60) calendar days or that are being contested in good faith by appropriate proceedings, so long as reserves or other appropriate provisions, if any, as shall be required by the applicable Accounting Principles shall have been made for any such contested amounts;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, contractual or warranty obligation, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions and other similar encumbrances that, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrowers or any of their respective Subsidiaries;

(f) Liens in the United States existing on the Petition Date and available through customary lien searches immediately prior to the Chapter 11 Cases that are set forth on Schedule 7.3(f) (as in effect on the Amendment No. 3 Effective Date);

(g) Liens securing Indebtedness of the Borrowers or any of their respective Subsidiaries incurred pursuant to Section 7.2(f) solely to finance the acquisition, development, construction, restoration, replacement, rebuilding, maintenance, upgrade or improvement of new equipment, fixed or capital assets or real property or the repair or improvement thereof or the refinancing of real property; provided that (i) such Liens and the Indebtedness secured thereby shall be created within one hundred and eighty (180) days after the acquisition, construction, repair or improvement of such new equipment, fixed assets or real property or improvements thereto and (ii) such Liens do not at any time encumber any property other than the equipment, fixed assets or real property (or the real property improved by such improvements) financed by such Indebtedness;

(h) Liens created pursuant to the Security Documents;

(i) contractual or statutory Liens of landlords and Liens of suppliers (including sellers of goods) and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business;

(j) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions (including, for the avoidance of doubt, Liens arising under the general terms and conditions of

banks or saving banks (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*)) whether arising by contract or operation of law, incurred in the ordinary course of business so long as such deposits are not intended to be collateral for any obligations;

(k) Adequate Protection Liens;

(l) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or consignments;

(m) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(n) Liens encumbering customary initial deposits and margin deposits, and similar Liens and margin deposits, and similar Liens attaching to commodity trading accounts or other brokerage accounts, in each case incurred in the ordinary course of business;

(o) Liens incurred in connection with the purchase or shipping of goods or assets on the related goods or assets and proceeds thereof in favor of the seller or shipper of such goods or assets;

(p) Liens in favor of customs and revenues authorities which secure payment of customs duties in connection with the importation of goods;

(q) Liens arising out of judgments or awards not constituting an Event of Default under Section 8.1(h) and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(r) any interest or title of a licensor, sublicensor, lessor or sublessor under any license or lease agreement in the ordinary course of business not interfering with the business of the Borrowers or any of their respective Subsidiaries;

(s) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of the Borrowers or any of their respective Subsidiaries;

(t) Liens which arise under Article 2 and Article 4 of the UCC (as defined in the Security Agreement), or the corresponding provisions of the Uniform Commercial Code in other jurisdictions, on items in collection and documents and proceeds related thereto;

(u) ground leases in respect of real property on which facilities owned or leased by the Borrowers or any of their respective Subsidiaries are located;

(v) zoning, building codes and other land use or environmental laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property and are not violated by the current use or occupancy of such real property or materially interfere with the ordinary conduct of the business of the Borrowers or any of their respective Subsidiaries thereon;

(w) Liens securing repurchase obligations under Cash Equivalents;

(x) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(y) pledges or deposits of cash and Cash Equivalents securing deductibles, self- insurance, co-payment, co-insurance, retentions or other similar obligations to providers of property, casualty or liability insurance in the ordinary course of business;

(z) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Borrowers and their respective Subsidiaries;

(aa) Liens arising under any retention of title, extended retention of title (*verlängerter Eigentumsvorbehalt*), hire purchase or conditional sale agreement or arrangements having similar effect in respect of goods or, in the case of an extended retention of title arrangement, receivables resulting from the sale of such goods supplied to a Loan Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of default or omission by any Loan Party;

(bb) Liens pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*) utility and similar deposits in the ordinary course of business;

(cc) Liens arising under ERISA.

(dd) utility and similar deposits in the ordinary course of business;

(ee) Liens arising under any retention of title, extended retention of title (*verlängerter Eigentumsvorbehalt*), hire purchase or conditional sale agreement or arrangements having similar effect in respect of goods or, in the case of an extended retention of title arrangement, receivables resulting from the sale of such goods supplied to a Loan Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of default or omission by any Loan Party;

(ff) Liens in respect of liabilities owed to a Loan Party or any other Subsidiary of Holdings only, if and to the extent that Lien is (i) required for the relevant German Loan Party (or its general partner, as the case may be) in order to comply with its obligations under paragraphs 30 and/or 43 of the German Limited Liability Companies Act (GmbHG) or paragraphs 57 and/or 93 of the German Stock Corporation Act (Aktiengesetz) and (ii) in respect of assets of the relevant German Loan Party not subject to, and not required to be become subject to, a Lien in favor of the Collateral Agent;

(gg) Liens pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*) utility and similar deposits in the ordinary course of business;

(hh) Liens securing obligations permitted to be incurred under Section 7.2(d) and (o); *provided* that, in each case such Liens shall be subject to the priorities set forth in the Orders and the Restructuring Support Agreement and subordinated to the Liens created under the Loan Documents pursuant to an Intercreditor Agreement;

(ii) Liens securing obligations permitted to be incurred under Section 7.2(p);

(jj) Liens securing obligations in an aggregate principal amount not to exceed $5,000,000; and

(kk) Liens on cash securing obligations in respect of letters of credit, bank guaranties or similar instruments permitted under Section 7.2(g), which Liens may be senior to the Liens securing the Obligations

and may be subject to an Intercreditor Agreement of the type described in clause (ii) of the definition thereof with respect thereto.

7.4 Fundamental Changes. Directly or indirectly enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except, if at the time thereof and immediately after giving effect thereto, no Event of Default or Default shall have occurred and be continuing, (i) a Subsidiary Guarantor may merge into either Borrower (so long as such Borrower is the surviving entity) or another Subsidiary Guarantor, (ii) any Subsidiary may merge into any Subsidiary Guarantor (so long as the Subsidiary Guarantor is the surviving entity), (iii) Dispositions not in violation of Section 7.5, (iv) any non-Loan Party Subsidiary may liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) if Holdings determines in good faith that such liquidation, wind up or dissolution is in the best interest of Holdings and its Subsidiaries, taken as a whole, and is not adverse to the interest of the Lenders, and (v) pursuant to a Plan of Reorganization, or 363 Sale which provides for the payment in full in cash of the Obligations.

7.5 Disposition of Property; Mergers. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property or of property no longer used or useful in the conduct of the Borrowers and their respective Subsidiaries, in each case in the ordinary course of business;

(b) the Disposition of Cash Equivalents and sale of inventory in the ordinary course of business;

(c) (i) any of the Borrowers and their respective Subsidiaries may transfer assets to the Borrowers or any Subsidiary Guarantor, (ii) any Subsidiary that is not a Guarantor may transfer assets to any other Subsidiary that is not a Guarantor and (iii) any of the Loan Parties may transfer assets to any non-Loan Party Subsidiary to the extent not in violation of Section 7.7;

(d) any of the Borrowers and their respective Subsidiaries shall be permitted to make Permitted Dispositions;

(e) sale or like-kind exchanges of existing assets for similar replacement assets, so long as the receipt of the replacement assets in such sale or exchange occurs promptly following the transfer thereof; provided, that to the extent the assets that were subject to, and exchanged in connection with, such sale or like-kind exchange constituted Collateral, assets acquired in connection therewith shall constitute Collateral;

(f) condemnations and casualty events, so long as the Net Cash Proceeds thereof constituting a Recovery Event is applied in accordance with Section 2.11(b);

(g) issue Capital Stock to qualify directors of the board of directors (or similar governing body) of any Subsidiary of any Borrower where required by applicable law;

(h) the lapse or abandonment in the commercially reasonable business judgment of the Borrowers or their respective Subsidiaries of any registrations or applications for registration of any immaterial Intellectual Property rights;

(i) Dispositions constituting Investments permitted under Section 7.7 or permitted Restricted Payments under Section 7.6;

(j) Dispositions for fair market value made after the Closing Date in an aggregate amount not to exceed $5,000,000 so long as the Net Cash Proceeds thereof is applied in accordance with Section 2.11(b);

(k) the incurrence of Liens permitted hereunder;

(l) Dispositions pursuant to the AR Facility and other accounts receivables factoring, revolving receivables or securitization or similar financing facilities, in each case, incurred in the ordinary course of business and consistent with past practice and permitted under Section 7.2(p); and

(m) Dispositions of Intellectual Property developed in connection with manufacturing of inventory substantially concurrent with the transfer of such inventory, in the ordinary course of business and consistent with past practice.

Subject to the Orders, to the extent the Required Lenders waive the provisions of this Section 7.5 with respect to the sale or other disposition of any Collateral, or any Collateral is sold or disposed of as permitted by this Section 7.5, such Collateral in each case (unless sold or disposed of to a Loan Party) shall be sold or otherwise disposed of free and clear of the Liens created by the Loan Documents.

7.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Loan Party or any of its Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Loan Party or any of its Subsidiaries (collectively, "Restricted Payments"), except that, and, in each case, subject to the Approved Budget:

(a) any Subsidiary may make Restricted Payments to (i) the Borrowers, Holdings, and Subsidiaries of Holdings and (ii) to each of its other equity holders on a pro rata basis; provided, that such Restricted Payment is required to be made pursuant to the terms of the operating agreement of the applicable Subsidiary;

(b) the Borrowers may pay dividends to Holdings to provide for the payment by Holdings of, or to permit Holdings to pay dividends to any of its direct or indirect parent companies to provide for the payment by or any of its direct or indirect parent companies of, customary corporate indemnities owing to directors of the Holdings, or any of its direct or indirect parent companies, the Borrowers, Subsidiaries of Holdings or any of their Affiliates in the ordinary course of business; and

(c) the Borrowers may directly or indirectly make distributions to Holdings or make payments on behalf of Holdings, solely to the extent necessary to pay the operating and administrative expenses of Holdings (or any of its direct or indirect parent companies) incurred in the ordinary course of its business including, without limitation, reasonable directors' fees and expenses; provided, that, no distributions or payments shall be permitted under this Section 7.6(c) to the extent used to pay any Taxes of Holdings other than franchise and similar Taxes required to maintain its corporate existence.

7.7 Investments. Make any Investment except, in the case of Borrowers and any of Holdings' Subsidiaries, the following, in each case, subject to the Approved Budget:

(a) accounts receivable and other extensions of trade credit by the Borrowers and Holdings' Subsidiaries in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) Guarantee Obligations permitted by Section 7.2;

(d) (i) intercompany Investments by any Loan Party or any of its Subsidiaries in the Borrowers or any Person that, prior to such Investments, is a Subsidiary Guarantor, and (ii) Investments by any Subsidiary that is not a Guarantor in any other Subsidiary that is not a Guarantor;

(e) intercompany Investments by the Borrowers and the other Loan Parties in any Subsidiary that is not a Guarantor; provided, that (i) the aggregate net amount of such Investments (giving effect to returns and offsets) made after the Closing Date shall not exceed (x) $25,000,000 minus, without duplication, (y) the aggregate amount of Indebtedness outstanding at such time pursuant to Section 7.2(b)(iii), (ii) any Investment referred to in this clause (e) shall be made in the ordinary course of business and consistent with past practice and shall be used by such Subsidiary that is not a Guarantor solely for working capital and general corporate purposes of such Subsidiary and (iii) to the extent any Investment referred to in this clause (e) is in the form of an intercompany loan and is funded with the proceeds of the Loans, such Investment shall be evidenced by and subject to the Global Intercompany Note and, to the extent owed to a Loan Party, pledged to secure the Obligations pursuant to the terms of the Security Agreement;

(f) [reserved];

(g) the Borrowers and Holdings' Subsidiaries may receive and own Capital Stock or other investments acquired as non-cash consideration pursuant to dispositions permitted under Section 7.5;

(h) the Borrowers and Holdings' Subsidiaries may make pledges and deposits permitted under Section 7.3;

(i) the Borrowers and their respective Subsidiaries may hold Investments to the extent such Investments reflect an increase in the value of Investments and would otherwise exceed the limitations herein;

(j) Investments consisting of endorsements for collection or deposit in the ordinary course of business;

(k) Investments in deposit accounts opened and maintained in the ordinary course of business;

(l) Investments received in connection with any bankruptcy or reorganization of, or any good faith settlement of delinquent accounts and disputes with, any customer or supplier arising in the ordinary course of business;

(m) any Investments consisting of deferred compensation owed to employees of Holdings, the Borrowers and their respective Subsidiaries;

(n) Investments consisting of loans and advances to directors and employees of any Loan Party or any of its Subsidiaries, solely for purposes of financing travel, entertainment and relocation expenses incurred in the ordinary course of business consistent with past practices, not exceeding $500,000 in the aggregate at any time outstanding;

(o) Investments existing on the Closing Date, directly or indirectly, in any Subsidiary or joint venture of Holdings; and

(p) deposits in the ordinary course of business consistent with past practices to secure the performance of operating leases and payment of utility contracts.

The amount of any Investment shall be the initial amount of such Investment and any addition thereto, as reduced by any repayment of principal (in the case of an Investment constituting Indebtedness) or any distribution constituting a return of capital (in the case of any other Investment).

7.8 Modification of Organizational Documents. Amend, modify or change its Organizational Documents (including, without limitation, by the filing or modification of any certificate or articles of designation) or any agreement entered into by it with respect to its Capital Stock, or enter into any new agreement with respect to its Capital Stock, unless such amendment, modification, change or other action contemplated by this Section 7.8 is not adverse to the interests of the Lenders.

7.9 Optional Prepayments and Modifications of Debt Instruments. (a) Make any optional or voluntary payment (other than (i) payment of any Adequate Protection Fees and (ii) payment of intercompany obligations), prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any Indebtedness (other than the Loans and the Loans (as defined in the Senior DIP Credit Agreement)) or (b) amend, modify, waive or otherwise change, or consent or agree to any material amendment, modification, waiver or other change to, any of the terms of any Indebtedness with a principal amount in excess of $10,000,000 (other than the Loans and the Loans (as defined in the Senior DIP Credit Agreement)) in a manner materially adverse to the interest of the Lenders, in each case except for any payments specifically approved by the Bankruptcy Court pursuant to (i) the Orders, (ii) any other applicable order of the Bankruptcy Court or (iii) a Plan of Reorganization, or 363 Sale which provides for the full payment of the Obligations.

7.10 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, in each case, with any Affiliate of Holdings and/or any of its Subsidiaries and with a fair market value in excess of (i) $1,000,000 in the case of any single transaction or series of related transactions or (ii) $5,000,000 in the aggregate in the case of all such transactions entered into after the Closing Date, in each case, unless such transaction is upon fair and reasonable terms no less favorable to the relevant Loan Party or any of its Subsidiaries than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing:

(a) the Borrowers and Holdings' Subsidiaries may pay customary fees to, and the out-of-pocket expenses of, its board of directors, employees and officers and may provide customary corporate indemnities for the benefit of members of its board of directors, employees and officers,

(b) Restricted Payments permitted under Section 7.6;

(c) transactions between and among the Borrowers and Holdings' Subsidiaries which are in the ordinary course of business and transactions between the Borrowers, Holdings and its direct or indirect shareholders in the ordinary course of business with respect to the Capital Stock in Holdings, such as shareholder agreements, registration agreements and including providing expense reimbursement and indemnities in respect thereof;

(d) transactions by Borrowers and Holdings' Subsidiaries with customers, clients, joint venture partners, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of

business and otherwise in compliance with the terms of this Agreement that are fair to Borrowers and the Subsidiaries, as determined in good faith by the board of directors or the senior management of the relevant Person, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(e) payroll, travel and similar advances to cover matters permitted under Section 7.7;

(f) the payment of reasonable fees and reimbursement of out-of-pocket expenses to directors of Holdings, Borrowers or any of their respective Subsidiaries;

(g) the Borrowers and Holdings' Subsidiaries may pay compensation and benefits (including bonuses) and enter into employee benefit arrangements, indemnities provided for the benefit of, and employment (but excluding any severance) arrangements with, directors, officers, managers, consultants or employees of Holdings, Borrowers or any of their respective Subsidiaries (including in connection with the Transactions and any other transaction permitted hereunder), in each case, solely to the extent made in the ordinary course of business consistent with past practices; and

(h) the Transactions and any transactions contemplated by the Original Facility, the Orders or the Restructuring Support Agreement.

7.11 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Loan Party or any of its Subsidiaries of any property or containing an obligation of such Loan Party or any of its Subsidiaries to repurchase such property from such Person, which property has been or is to be sold or transferred by such Loan Party or any of its Subsidiaries to such Person (or any Affiliate thereof) or to any other Person (or any Affiliate thereof) to whom funds have been or are to be advanced by such Person (or any Affiliate thereof) on the security of such property or rental obligations of such Loan Party or any of its Subsidiaries.

7.12 Changes in Fiscal Periods. Permit the fiscal year of Holdings or the Borrowers to end on a day other than December 31 or change the Borrowers' or Holdings' method of determining fiscal quarters; provided, however that any Borrower may, upon prior written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Required Lenders; provided, further, that as a condition to any such change the Borrowers and the Administrative Agent shall, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary or appropriate to reflect such change in fiscal year.

7.13 Negative Pledge Clauses. Other than those existing on the Petition Date, enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any Loan Party or any of its Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) this Agreement and the other Loan Documents, the Senior DIP Loan Documents, the Prepetition Loan Documents and any agreements permitted thereunder or documents evidencing Indebtedness incurred under Section 7.2 (f), (b) agreements which (i) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) [reserved], (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrowers or any Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, and (vi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business and (c) restrictions applicable only to Foreign Subsidiaries.

7.14 Clauses Restricting Subsidiary Distributions. Other than those existing on the Petition Date, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of any Borrower to make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, any Borrower or any other Subsidiary of any Borrower, except for (x) agreements which (i) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) [reserved], (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrowers or any Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, and (vi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, (y) such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, the Senior DIP Loan Documents, the Prepetition Loan Documents or any documents permitted under the Senior DIP Loan Documents, the Prepetition Loan Documents or documents evidencing Indebtedness incurred under Section 7.2(f) or (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary and (z) restrictions applicable only to Foreign Subsidiaries.

7.15 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrowers and their respective Subsidiaries are engaged on the date of this Agreement or that are reasonably related, supportive, synergetic, complementary or ancillary thereto.

7.16 Chapter 11 Cases.

(a) Except for the Carve Out, incur, create, assume, suffer to exist or permit, or file any motion seeking, any other superpriority claim or liens which would be *pari passu* with, or senior to the claims, security interests and Liens of, the DIP Agents, the Lenders and any other Secured Parties, unless previously consented to by the Required Lenders in their sole and absolute discretion.

(b) Make or permit to be made any change to the Orders, as applicable, without the prior written consent of the Required Lenders, which consent shall not be unreasonably withheld.

(c) Commence any adversary proceeding, contested matter or other action asserting any claims or defenses or otherwise against the DIP Agents, any Lender, any other Secured Party with respect to this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the other documents or agreements executed or delivered in connection therewith or the transactions contemplated thereby.

(d) [Reserved].

(e) File any material motion or application with the Bankruptcy Court, including with regard to actions taken outside the ordinary course of business, without providing advance notice and a copy of the same to counsel to the Agents and the Lenders.

7.17 OFAC; Sanctions; Outbound Investment Rules. No Loan Party shall use the proceeds of the Loans or otherwise make available such proceeds to any Person, (i) for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country, in each case, in violation of applicable Sanctions, or (ii) in any other manner that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Agent, Lender, Loan Party or any of

its Subsidiaries or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document. No Loan Party shall fund, directly or knowingly indirectly, all or part of any repayment of any Loan or other payments hereunder out of proceeds (i) derived from criminal activity or activity or transactions in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions or (ii) that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including an Agent, Lender or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document. The Loan Parties will not, and will not permit any of their Subsidiaries, to be or become, a "covered foreign person", as that term is defined in the Outbound Investment Rules.

7.18 Holdco Status. Neither Holdings nor Intermediate Holdings shall, directly or indirectly, jointly or severally, (a) incur any Indebtedness or any other obligation or liability whatsoever other than the guarantee of the Obligations pursuant to the Guaranty, the Senior DIP Loan Documents and the Prepetition Loan Obligations and, in the case of Holdings, the Tranche C Obligations, (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by Holdings or Intermediate Holdings other than the Liens created under the Loan Documents to which it is a party, Liens securing the Senior DIP Obligations and Liens securing the Prepetition Loan Obligations, (c) engage in any business or activity or own any assets (including, without limitation, cash and Cash Equivalents) other than (i) holding equity interests of Intermediate Holdings or the Tranche B Borrower and other Subsidiaries, as applicable, (ii) performing its obligations and activities incidental thereto and (iii) performing its obligations under the Loan Documents and Senior DIP Loan Documents, (d) consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, or (e) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons.

7.19 Registered Address. No Loan Party shall change its registered address in its original jurisdiction of formation without notifying the Administrative Agent and the Lenders in writing five (5) Business Days in advance of such change.

SECTION 8

EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events (each, an "Event of Default") shall occur and be continuing:

(a) the Borrowers shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, (ii) interest on any Loan within three (3) Business Days of the due date thereof or (iii) any other amount payable hereunder or under any other Loan Document within five (5) Business Days of the due date thereof;

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any materially adverse respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in (i) Section 6.4 (with respect to the Borrowers in their respective jurisdiction of incorporation only), Section 6.10(c) (with respect to the last sentence thereof only), Section 6.11, Section 6.13, Section 6.15, Section 6.16 or Section 7 (giving effect to the proviso in Section 7.1(a)) of this Agreement, (ii) Section 6.9, solely with respect to this clause (ii), where such failure to observe or perform such agreement continues unremedied for three Business Days or (iii) Section 6.10 (other than the last sentence of Section 6.10(c)) or

Section 6.12, solely with respect to this clause (iii), where such failure to observe or perform such agreement continues unremedied for three (3) Business Days; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8.1), and such default shall continue unremedied for a period of thirty (30) calendar days after the earlier of (i) knowledge of a Responsible Officer of Holdings or the Borrowers of such default or (ii) notice to the Borrowers from the Administrative Agent or the Required Lenders; or

(e) any Loan Party or any of its Subsidiaries shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Obligations) on the scheduled or original due date with respect thereto, (ii) default in making any payment of any interest on any such Indebtedness (excluding the Obligations), in each case of clauses (i) and (ii), beyond the period of grace and giving of notice, if any, provided in the instrument or agreement under which such Indebtedness was created and such default has not been waived or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, beyond all applicable grace periods and with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable and such default has not been waived; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness (A) the outstanding principal amount of which exceeds in $10,000,000 or (B) under the Senior DIP Credit Agreement; provided further that this paragraph (e) shall not apply to any breach or default of Indebtedness (x) that is remedied by the Borrowers or the applicable Subsidiary or (y) that is waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness, in either case, prior to the acceleration of all the Loans pursuant to this Section 8, and such remedy shall cause any default arising hereunder to cease to exists; provided that this clause (e) shall not apply to intercompany Indebtedness or Indebtedness that is incurred on a non-recourse basis; provided that notwithstanding the foregoing, this clause (e) shall not apply to any pre-petition Indebtedness so long as the payment of which is stayed in the Chapter 11 Cases; or

(f) other than any English Loan Party, (i) bankruptcy or insolvency of any of Holdings' direct or indirect Subsidiaries that is not a Chapter 11 Debtor as of the Petition Date, unless prior to the related filing, such Subsidiary becomes a Loan Party and within five (5) Business Days of such filing, such Subsidiary's chapter 11 case becomes jointly administered with the Loan Parties or (ii) the commencement of any ancillary insolvency proceedings in any foreign jurisdictions with respect to any Chapter 11 Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Required Lenders or on terms not satisfactory to the Required Lenders; or

(g) (i) any Person shall engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any ERISA Plan, (ii) a failure to satisfy the minimum funding standard (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived, or any Lien in favor of the PBGC or an ERISA Plan shall arise on the assets of any Loan Party, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Single Employer Plan for

purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA or the receipt by any Loan Party or any Commonly Controlled Entity from the PBGC of any notice relating to an intention to terminate any Single Employer Plan or appoint a trustee to administer any Single Employer Plan, (v) any Loan Party or any Commonly Controlled Entity shall incur any liability in connection with a withdrawal from, or the Insolvency of, a Multiemployer Plan, (vi) the filing of an application for a waiver of the minimum funding standard with respect to any Single Employer Plan, (vii) failure by any Loan Party or any Commonly Controlled Entity to make any required contribution to a Multiemployer Plan, (viii) a determination that any Single Employer Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code), (ix) the imposition of liability on any Loan Party or any Commonly Controlled Entity pursuant to Section 4062 or 4069 of ERISA, or (x) receipt from the IRS of notice of the failure of any ERISA Plan to qualify under Section 401(a) of the Code or the failure of any trust forming part of any ERISA Plan intended to be qualified under Section 401(a) of the Code to qualify for exemption from taxation under Section 501(a) of the Code, in each case of the foregoing clauses (i) through (x), to the extent a Material Adverse Effect would reasonably be expected to result. With respect to any Foreign Plan, (i) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan, (ii) the failure to register with applicable regulatory authorities of any such Foreign Plan required to be registered, or (iii) the failure of any Foreign Plan to comply in the opinion of the Borrowers with any provisions of applicable law and regulations or with the terms of such Foreign Plan, in each case of the foregoing clauses (i) through (iii), to the extent a Material Adverse Effect would reasonably be expected to result; or

(h) one or more judgments or decrees shall be entered against any Loan Party or any of its Subsidiaries involving in the aggregate a liability (not paid or covered by insurance as to which the relevant insurance company has not denied coverage) of $10,000,000 or more in respect of any judgment or decree that arose after the Petition Date and is unstayed, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within forty-five (45) calendar days from the entry thereof; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect (except in accordance with its terms), or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby (except in accordance with its terms); or

(j) (i) the Guaranty or any other Loan Document shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert (except in accordance with its terms) or (ii) any party to an Intercreditor Agreement shall fail to comply with the terms of such Intercreditor Agreement or any such document for any reason shall cease to be in full force and effect (other than in accordance with its terms), or any Loan Party shall so assert; or

(k) a Change of Control shall occur;

(l) the Termination Date (as defined in the Restructuring Support Agreement) shall have occurred; provided, however, that to the extent such Termination Date is not a Termination Date with respect to the Plan Sponsors or the Company Parties (as each such term is defined in the Restructuring Support Agreement), such default shall continue unremedied or waived pursuant to the terms hereof for a period of ten (10) Business Days after the occurrence thereof;

(m) [reserved]; or

(n) an English Loan Party (excluding any English Loan Party which filed for Chapter 11 Cases and solely by reference to that fact): (i) is unable or admits in writing inability to pay its debts as they fall due, or is declared to, be unable to pay its debt under applicable law (in each case, other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets except where the same would result in or require the taking of any corporate action, legal proceedings, insolvency filing, cessation of trading and/or any other procedure or steps referred to in Section (o) below); or (ii) suspends making payments on any of its debts other than in the ordinary course of trading and consistent with past practice with its commercial counterparties; or (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness other than in the ordinary course of trading and consistent with past practice with its commercial counterparties; or (iv) a moratorium is declared in respect of an indebtedness of any English Loan Party; or

(o) there shall have occurred any of the following in the Chapter 11 Cases:

(i) the bringing of a motion by any Loan Party or other Chapter 11 Debtor in the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in the Chapter 11 Cases: (i) to obtain additional financing under section 364(c) or (d) of the Bankruptcy Code that does not provide for the repayment of all Obligations under this Agreement in full in cash; (ii) to grant any Lien other than Liens expressly permitted under this Agreement upon or affecting any Collateral; (iii) except as provided in this Agreement, or the Final Order, as the case may be, to use cash collateral of the Administrative Agent under section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent (at the direction of the Required Lenders) and the Required Lenders; or (iv) that requests or seeks authority for or that approves or provides authority to take any other action or actions adverse to the rights and remedies of the Administrative Agent and the Lenders hereunder or their interest in the Collateral;

(ii) the entry of an order in the Chapter 11 Cases amending, supplementing, staying, vacating or otherwise modifying any Loan Document or the Final Order in any case without the prior written consent of the Required Lenders;

(iii) the payment of, or application by any Loan Party for authority to pay, any prepetition claim without the Required Lenders' prior written consent using proceeds from the Loans other than (i) as provided in any "first day order" in form and substance reasonably acceptable to the Required Lenders, or (ii) as set forth in the Approved Budget (subject to the Permitted Variances);

(iv) the filing of any plan of reorganization (other than the Plan of Reorganization) or disclosure statement thereto that does not provide for the payment in full of all Obligations in cash on the effective date of such plan without first obtaining the Required Lenders' consent;

(v) the entry of an order in any of the Chapter 11 Cases confirming a plan or plans of reorganization (other than the Plan of Reorganization);

(vi) the commencement of any winding up, liquidation proceeding, insolvency, composition, restructuring or similar procedures for the Chapter 11 Debtors under any applicable law other than the commencement of the Chapter 11 Cases;

(vii) any termination of the use of prepetition cash collateral pursuant to the Orders, as applicable;

(viii) the entry of an order by the Bankruptcy Court appointing, or the filing of an application by any Loan Party, for an order seeking the appointment of, in either case without the consent of the Required Lenders, an interim or permanent trustee in the Chapter 11 Cases or the appointment of a receiver or an examiner under section 1104 of the Bankruptcy Code in the Chapter 11 Cases, with expanded powers (beyond those set forth in sections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Borrowers or with the power to conduct an investigation of (or compel discovery from) the DIP Agents or the Lenders; or the sale without the Required Lenders' consent, of all or substantially all of Holdings' assets either through a 363 Sale, through a confirmed plan of reorganization in the Chapter 11 Cases, or otherwise that does not provide for payment in full in cash of the Obligations;

(ix) the dismissal of the Chapter 11 Cases;

(x) the conversion of the Chapter 11 Cases from one under chapter 11 to one under chapter 7 of the Bankruptcy Code or any Loan Party shall file a motion or other pleading seeking the conversion of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise;

(xi) the entry of an order by the Bankruptcy Court, as applicable, granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code to allow any creditor to execute upon or enforce a Lien on any Collateral with an aggregate fair market value of $2,000,000;

(xii) the entry of an order in the Chapter 11 Cases avoiding or requiring repayment of any portion of the payments made by any Loan Party on account of the Obligations owing under this Agreement or the other Loan Documents;

(xiii) the failure of any Loan Party to perform any of its material obligations under the Final Order or any violation of any of the terms of the Final Order;

(xiv) the remittance, use or application of cash collateral of the Loan Parties other than in accordance with the Cash Management Order and the Orders (subject to the Permitted Variances);

(xv) other than as provided for in the Orders, the entry of an order in any of the Chapter 11 Cases granting any other super priority administrative claim or Lien equal or superior to that granted to the Collateral Agent, on behalf of itself and the Secured Parties, without the prior written consent of the Required Lenders;

(xvi) other than as provided for in the Orders, the filing of a motion by any Loan Party requesting, or the entry of any order granting, any superpriority claim which is senior or pari passu with the Lenders' claims under the Loan Documents;

(xvii) the inability of the DIP Agents or the Secured Parties from having the right to or being permitted to "credit bid" the full amount of their claims in connection with any asset sale process or plan sponsorship process or any sale of assets (in whole or in part) by any Loan Party;

(xviii) any attempt by any Loan Party to reduce, avoid, set off or subordinate the Obligations or the Liens securing such Obligations to any other debt in a manner inconsistent with the Orders;

(xix) the payment of or granting adequate protection (except payments of the Adequate Protection Fees) with respect to any Prepetition Loan Obligations (other than with respect to

payment permitted under any "first day order" in form and substance satisfactory to the Lenders or as set forth in the Final Order);

(xx) an application for any of the orders described in this Section 8.1(n) including, without limitation, clauses (i), (iii), (iv), (viii), (ix), (x), (xi) or (xiv) shall be made by a Person other than the Administrative Agent or the Lenders and such application is not, to the extent requested by the Administrative Agent or the Required Lenders, contested by the Borrowers in good faith and the relief requested is granted in an order that is not stayed pending appeal;

(xxi) (a) the cessation of Liens, security interests or superpriority claims granted with respect to this Agreement or the Obligations as to valid, binding, enforceable, non- avoidable, and automatically and fully and properly perfected Liens and security interests, in all respects, or (b) the finding by a court of competent jurisdiction that such Liens are junior to any other Liens other than as contemplated by the Orders; or

(xxii) the Bankruptcy Court shall cease to have exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies under the Loan Documents, the Orders, the Liens granted under the Security Documents and the Collateral (except for Collateral subject to Foreign Security Documents, the jurisdiction with respect to exercise of rights and remedies and enforcement thereof shall be that provided for in the Foreign Security Documents); or

(xxiii) the challenge by any Loan Party to the validity, extent, perfection or priority of any liens granted under the Loan Documents;

then, and in any such event, subject to the provisions of the Orders and the Intercreditor Agreement and subject to provisions below relating to Loan Parties incorporated in Poland: with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrowers (i) declare the Loan Commitments to be terminated forthwith, whereupon the Loan Commitments shall immediately terminate, (ii) (I) declare the Loans (with accrued interest thereon) and all fees and other Obligations and amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable and (II) terminate the Loan Commitments, and thereupon the Loan Commitments shall terminate immediately, (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents and the Orders, in each case, as directed by the Required Lenders, including (x) freezing monies or balances in the Loan Parties' accounts and (y) setting-off any and all amounts in accounts maintained by the Loan Parties with the Administrative Agent (in the case of accounts maintained by the Administrative Agent, to the extent such accounts related to the Obligations) or the Lenders against the Obligations and/or cause, pursuant to the terms of the Loan Documents, the Collateral Agent to enforce any and all Liens and security interests created pursuant to and/or to exercise any of its rights under the Security Documents, and (iv) deliver written notice to the Bankruptcy Court that, pursuant to the Orders, the automatic stay provisions of section 362 of the Bankruptcy Code have been vacated and modified to the extent necessary to permit the DIP Agents and the Lenders to exercise all rights and remedies provided for in the Loan Documents upon the expiration of the Remedies Notice Period. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrowers and each other Loan Party.

In relation to Loan Parties incorporated in Poland: the Administrative Agent may take any actions referred to above upon the occurrence of an Event of Default which is continuing and relating to any type of insolvency or similar proceedings under the Polish Bankruptcy Law dated 28 February 2003, as amended and/or any type of restructuring or similar proceedings under the Polish Restructuring Law dated 15 May 2015, as amended (the "Polish Insolvency-Restructuring Event of Default"), with respect to the relevant

Loan Party incorporated in Poland, solely with respect to the claims towards the other Loan Parties incorporated in Poland. The continuing of Polish Insolvency-Restructuring Event of Default with respect to the relevant Loan Party incorporated in Poland shall not prevent the Administrative Agent from taking the actions referred to above, with respect to the claims towards this Loan Party incorporated in Poland under any other Event of Default including, without limitation, the Polish Insolvency-Restructuring Event of Default which occurred with respect to any other Loan Party incorporated in Poland.

8.2 Bankruptcy Code and Other Remedies. Subject to the provisions of the Orders and the Intercreditor Agreement, during the continuance of an Event of Default, subject to the Remedies Notice Period, the DIP Agents may exercise, in addition to all other rights and remedies granted to it in this Agreement (including, without limitation, Section 8.1) and in any other instrument or agreement securing, evidencing or relating to any Obligation, all rights and remedies of a secured party under the Bankruptcy Code (including pursuant to the Orders), the Uniform Commercial Code and any other applicable law. Upon the occurrence and during the continuance of an Event of Default, but in all event subject to the Order then in effect, the Administrative Agent may, at the request of Required Lenders, by notice to the Borrowers, take any or all of the following actions: (i) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interest created pursuant to the Security Documents in addition to any other remedies available under the Loan Documents or applicable law, including the right to direct the delivery of any notice of exclusive control with respect to any deposit account or securities account constituting Collateral and subject to a control agreement or similar documentation; and/or (ii) terminate any outstanding Commitments and declare the Loans then-outstanding to be immediately due and payable in whole or in part, and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind.

8.3 Application of Certain Proceeds.

(a) Application of Proceeds. Subject to the Orders and the Intercreditor Agreement, including the Carve Out provisions, and the Intercreditor Agreement (including, for the avoidance of doubt, the DIP Subordination Provisions), all payments and other amounts received by any DIP Agent or any Lender through the exercise of remedies hereunder or under the other Loan Documents from any Loan Party, any Senior DIP Agent, any Prepetition Agent or otherwise, and all proceeds received by the DIP Agents in respect of any sale of, collection from, or other realization upon all or any part of the Collateral pledged by the Loan Parties shall, unless otherwise required by the terms of the other relevant Loan Documents or by applicable law, be applied as follows:

(i) *first*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses and other amounts (including attorneys' fees and amounts due under Sections 2.18, 2.20 and 10.5) payable to each DIP Agent in their respective capacity as such;

(ii) *second*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses (including attorneys' fees and amounts due under Sections 2.18 and 2.20) payable to each Tranche A-1 Lender, ratably among them in proportion to the aggregate of all such amounts;

(iii) *third*, to the payment of that portion of the Obligations constituting accrued and unpaid interest on the Tranche A-1 Loans, ratably among the Tranche A-1 Lenders in proportion to the aggregate of all such amounts;

(iv) *fourth*, pro rata to the payment of that portion of the Obligations constituting unpaid principal of the Tranche A-1 Loans, ratably among the Tranche A-1 Lenders in proportion to the aggregate of all such amounts;

(v) *fifth*, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are then due and payable to the Tranche A-1 Lenders, ratably based upon the respective aggregate amounts of all such Obligations owing to them on such date;

(vi) *sixth*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses (including attorneys' fees and amounts due under Sections 2.18 and 2.20) payable to each Tranche B Lender, ratably among them in proportion to the aggregate of all such amounts;

(vii) *seventh*, to the payment of that portion of the Obligations constituting accrued and unpaid interest on the Tranche B Loans, ratably among the Tranche B Lenders in proportion to the aggregate of all such amounts;

(viii) *eighth*, pro rata to the payment of that portion of the Obligations constituting unpaid principal of the Tranche B Loans, ratably among the Tranche B Lenders in proportion to the aggregate of all such amounts;

(ix) *ninth*, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are then due and payable to the Tranche B Lenders, ratably based upon the respective aggregate amounts of all such Obligations owing to them on such date;

(x) *tenth*, to the payment of that portion of the Obligations constituting fees (other than the Tranche C Exit Fee), indemnities and expenses (including attorneys' fees and amounts due under Sections 2.18 and 2.20) payable to each Tranche C Lender, ratably among them in proportion to the aggregate of all such amounts;

(xi) *eleventh*, to the payment of the Tranche C Exit Fee, ratably among the Tranche C Lenders in proportion to the aggregate of all such amounts;

(xii) *twelfth*, pro rata to the payment of that portion of the Obligations constituting unpaid principal of the Tranche C Loans, ratably among the Tranche C Lenders in proportion to the aggregate of all such amounts;

(xiii) *thirteenth*, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are then due and payable to the Tranche C Lenders, ratably based upon the respective aggregate amounts of all such Obligations owing to them on such date;

(xiv) *finally*, any remaining surplus after all of the Obligations have been paid in full, to the Borrowers or to whomsoever shall be lawfully entitled thereto.

(b) Deficiency. Each Loan Party shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorney employed by the Administrative Agent or any other Secured Party to collect such deficiency.

(c) Conversion of Received Amounts. For the purpose of payment or discharge of any of the Obligations in accordance with Section 8.3(a), each DIP Agent may convert any amounts received or

recovered by such DIP Agent from one currency to another, at a rate of exchange reasonably determined by such DIP Agent (at the direction of the Required Lenders). The obligations of any Loan Party to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

SECTION 9

THE DIP AGENTS

9.1 Appointment and Authority. Each of the Lenders hereby irrevocably appoints GLAS USA LLC, to act on its behalf as the Administrative Agent (for the purpose of Italian law as "*mandatario con rappresentanza*") hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. In this respect and for Mexican law purposes, each of the Lenders hereby grants to GLAS USA LLC a *comisión mercantil con representación* in accordance with Articles 273, 274, and other applicable Articles of the Commerce Code (*Código de Comercio*) of Mexico to act on its behalf as its Administrative Agent in connection with this Agreement on the terms and for the purposes set forth in this Section 9. Each of the Secured Parties (other than the Agents) hereby irrevocably appoints GLAS USA LLC, as the Collateral Agent (for the purpose of Italian law as "*mandatario con rappresentanza*") and to act as trustee and joint and several creditor hereunder and under the Security Documents and the other Loan Documents and irrevocably authorizes the Collateral Agent to execute each Security Document on its behalf, take such actions on its behalf and to exercise such powers as are expressly delegated to the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The Collateral Agent declares that, unless expressly provided to the contrary in any Loan Document, it shall hold the Collateral on trust for the other Secured Parties on the terms set forth herein and in the other Loan Documents. Without limiting the foregoing, for the purposes of Italian law, the Administrative Agent and the Collateral Agent are hereby authorized to execute and deliver, and to perform their obligations under, each of the Loan Documents (including those governed by Italian law) to which each of the Administrative Agent and/or the Collateral Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent and/or the Collateral Agent may have under such Loan Documents also in case of occurrence of the events described in, articles 1394 and 1395 of the Italian Civil Code.

Each Secured Party (other than the Collateral Agent) authorizes the Collateral Agent to delegate or sub-delegate any of the powers granted to it under the Loan Documents (and any document delivered in connection therewith) to any representative it may elect in its sole discretion and to grant powers of attorney to any such representative (in each case to the extent legally possible and not otherwise prohibited by this Agreement and the other Loan Documents).

The provisions of this Section 9.1 are solely for the benefit of the DIP Agents and the other Secured Parties, and neither Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that, in performing its respective functions and duties hereunder, each DIP Agent shall act solely as an agent of the Lenders in such capacity and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for any Loan Party or any of its Subsidiaries.

Each Lender hereby releases, to the extent legally possible, the Administrative Agent from any restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any other restrictions of multiple representation or self-dealing under any applicable law. Any Lender prevented by applicable law

or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Administrative Agent in writing without undue delay.

Each Secured Party hereby releases, to the extent legally possible, the Collateral Agent from any restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any other restrictions of multiple representation or self-dealing under any applicable law. Any Secured Party prevented by applicable law or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Collateral Agent in writing without undue delay.

For the purpose of taking, maintaining, protecting and/or enforcing the Collateral expressed to be governed by Romanian law, each Secured Party hereby designates and appoints the Collateral Agent as a designated third party in accordance with article 164, paragraph (1) of Romanian Law no. 71/2011 for the application of the Romanian Civil Code (Romanian, *terț desemnat de către acestea*) with respect to all movable mortgages (in Romanian, *ipoteci mobiliare*) granted under any Romanian law governed Security Documents. In such capacity and in addition to any other appointments and prerogatives of the Collateral Agent set forth in this Agreement and in any other Loans Documents, the Collateral Agent is empowered to exercise all rights, powers and prerogatives granted in accordance with Article 164 of Romanian Law no. 71/2011 for the application of the Romanian Civil Code (including, without limitation to perform any perfection formalities and to take any enforcement or similar action in respect of the Romanian law governed Security Documents).

The parties to this Agreement acknowledge that the Collateral created under the Romanian law governed Security Documents in favour of the Collateral Agent will benefit to any assignees, transferees through novation and successors of any Secured Party (including, but not limited to any new Secured Party), by maintaining the same rights and priority ranking as originally created in favor of the Collateral Agent.

9.2 Rights as a Lender. Each person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender (if such Agent is acting 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 each person serving as the Administrative 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 any Borrower or any Subsidiary or other Affiliate thereof as if such person were not an Agent hereunder and without any duty to account therefor to the Lenders.

9.3 Exculpatory Provisions. No DIP Agent (and/or any of its officers, partners, directors, managers, members, employees or agents) shall be liable for any action taken or omitted by such DIP Agent under or in connection with any of the Loan Documents except to the extent caused by such DIP Agent's gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final, non-appealable order. Without limiting the generality of the foregoing, in no event shall any DIP Agent:

(a) be subject to any fiduciary or other implied duties (other than in the case of the Collateral Agent, in its capacity as trustee as contemplated in Section 9.1 hereof, but not otherwise, and in any event only to the extent that the same cannot be excluded or limited as a matter of law), regardless of whether a Default or Event of Default has occurred and is continuing;

(b) 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 applicable DIP Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan

Documents); provided that the applicable DIP Agent (x) shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such DIP Agent to liability or that is contrary to or in conflict with any Loan Document or applicable Requirements of Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a defaulting Lender in violation of any Debtor Relief Law and (y) not be liable for any action taken or not taken by it with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); and

(c) have any obligation to expend or risk its own funds or otherwise incur any financial liability in the performance of the DIP Agents' duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it; or

(d) 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 any Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the DIP Agent or any of its Affiliates in any capacity.

Where there is in this Agreement or any other Loan Document a provision to the effect that a DIP Agent is not to unreasonably withhold or delay its consent or approval, it shall be deemed not to have so withheld or delayed its consent or approval such withholding is at the direction of the Required Lenders (or such other number of percentage of the Lenders as shall be necessary, or as a DIP Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.2). The DIP Agents shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the DIP Agent in writing by any Loan Party or any Lender; provided that failure to give such notice shall not result in any liability on the part of any DIP Agent.

The DIP Agents 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, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the existence, value or sufficiency of the Collateral or the perfection or priority of any Lien created or purported to be created by the Loan Documents or(v) the satisfaction of any condition set forth in Section 5 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the applicable DIP Agent. Without limiting the generality of the foregoing, the use of the term "agent", "agents", "trustee" or "joint and several creditor" in this Agreement with reference to the DIP Agents is not intended to connote, and shall not be deemed to create, any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law (other than in the case of the Collateral Agent, in its capacity as trustee as contemplated in Section 9.1, but not otherwise, and in any event only to the extent that the same cannot be excluded or limited as a matter of law). Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

Each party to this Agreement acknowledges and agrees that the DIP Agents may use an outside service provider for the tracking of all Uniform Commercial Code financing statements required to be filed pursuant to the Loan Documents and notification to the DIP Agents of, among other things, the upcoming lapse or expiration thereof, and that any such service provider will be deemed to be acting at the request

and on behalf of Borrower and the other Loan Parties. The DIP Agents shall not be liable for any action taken or not taken by any such service provider.

9.4 Reliance by the DIP Agents. The DIP Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. The DIP Agents also may rely upon any statement made to them 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 that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender in writing prior to the making of such Loan. The DIP Agents may consult with legal counsel (who may be counsel for Borrower or the Lenders or its own counsel), independent accountants and other experts selected by the DIP Agents and shall be entitled to rely upon the advice of any such counsel, accountants or experts and shall not be liable for any action taken or not taken by it in accordance with such advice. For the avoidance of doubt, where there is any reference in this Agreement or any other Loan Document to the DIP Agents acting reasonably or properly, or doing an act or coming to a determination, opinion or belief that is reasonable or proper, or any similar or analogous reference, the DIP Agents shall, where they have sought such instructions from the Required Lenders (or any other group of Lenders as permitted under any Loan Document) be deemed to be acting reasonably and properly or doing an act or coming to a determination, opinion or belief that is reasonable if a DIP Agent acts on the instructions of the Required Lenders (or any other group of Lenders as permitted under any Loan Document).

9.5 Delegation of Duties. Any DIP Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such DIP Agent. Each DIP 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 Section 9 shall apply to the DIP Agents and the Related Parties of each DIP Agent and shall apply to their respective activities as DIP Agent and/or Lender, as applicable.

9.6 Removal or Resignation of a DIP Agent; Successor Agents. Any DIP Agent may be removed at any time with or without cause by the Required Lenders. Any DIP Agent may at any time give notice of its resignation to the Lenders and Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor, which shall be a bank or financial institution with an office in the United States or the United Kingdom, or an Affiliate of any such bank or financial institution with an office in the United States or the United Kingdom. If no such successor shall have been so appointed by the Required Lenders within thirty (30) calendar days after the retiring Agent gives notice of its resignation, then the retiring DIP Agent may, on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above provided that if the Agent shall notify 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 Collateral Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that (x) in the case of any collateral security held by such Collateral Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security as nominee until such time as a successor DIP Agent is appointed and (y) in the case of proceeds remaining in the Loan Escrow Account, the retiring Escrow Agent shall (to the extent not paid or reimbursed by any Loan Party pursuant to the terms hereof, after deduction of all fees and expenses then due, including fees and expenses of its legal counsel and costs and expenses in connection with the transfer of the Escrow Amounts) continue to hold the balance of the Loan Escrow Account until the Administrative Agent provides the Escrow Agent

the details of an account for such balance to be remitted to; provided that if no instructions are provided within five (5) Business Days after the expiry of the aforesaid thirty (30) calendar day period, the Escrow Agent is authorized to transfer such proceeds remaining in the Loan Escrow Account to the account of the Administrative Agent listed in Schedule 2.2) and (2) all payments, communications and determinations provided to be made by, to or through a DIP Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor DIP Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as a DIP Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) DIP Agent, and the retiring DIP 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 paragraph); provided that any Person into which any DIP Agent may be merged or converted, or any Person with which a DIP Agent may be consolidated, or any Person resulting from any merger, conversion or consolidation to which such DIP Agent shall be a party, or any person, including any Affiliate thereof, to which a DIP Agent shall sell or otherwise transfer all or substantially all of its assets and/or its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become a successor DIP Agent under this Agreement (and each other applicable Loan Document) without the execution or filing of any paper or any further act on the part of the parties to this Agreement and after the said effective date all references in this Agreement (and any other Loan Document) to a DIP Agent shall be deemed to be references to such successor person and written notice of any such merger, conversion, consolidation or transfer shall promptly be given to the Borrowers by the DIP Agent. The fees payable by Borrowers to a successor DIP Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring DIP Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section 9 shall continue in effect for the benefit of such retiring DIP 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 DIP Agent was acting as DIP Agent.

If any DIP Agent is removed or resigns in accordance with this Section 9.6 (*Removal or Resignation of a DIP Agent; Successor Agents*), the relevant Loan Parties shall execute such documents and take all such other action as is necessary or (in the opinion of the Agents) desirable in connection with the substitution, in accordance with applicable Law, of such successor DIP Agent as agent in accordance with Section 9.1 above.

9.7 Non-Reliance on Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any DIP Agent or any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. No DIP Agent shall have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter, and no DIP Agent shall have any responsibility with respect to the accuracy of or the completeness of any information provided to Lenders. Each Lender further represents and warrants that it has had the opportunity to review each document made available to it in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof. Each Lender also acknowledges that it will, independently and without reliance upon any DIP Agent or any other Lender 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.

9.8 [Reserved].

9.9 No Fiduciary Duties, Etc.

(a) In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Loan Party acknowledges and agrees that (i) (A) the arranging and other services regarding this Agreement, if any, provided by any DIP Agent and the Lenders are arm's-length commercial transactions between the Loan Parties and their respective Affiliates, on the one hand, and the DIP Agents and the Lenders, on the other hand, (B) each Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each DIP Agent and Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for the Borrowers, any of its Affiliates or any other Person and (B) neither the DIP Agents nor any Lenders have any obligation to the Loan Parties or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the DIP Agents and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and its Affiliates, and neither the DIP Agents nor any of the Lenders has any obligation to disclose any of such interests to the Borrowers or any of its Affiliates.

9.10 Enforcement. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder (including the Guarantee obligations) 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 Collateral Agent, or as the Required Lenders may require or otherwise direct, for the benefit of all the Lenders, and that no Lender shall have any right individually to realize upon all or any portion of the Collateral or to enforce the Guaranty; provided, however, that the foregoing shall not prohibit (a) the Collateral Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Collateral Agent) hereunder and under the other Loan Documents, (b) [reserved], (c) any Lender from exercising setoff rights in accordance with, and subject to, the terms of this Agreement, or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any bankruptcy or insolvency law.

9.11 Collateral and Guaranty Matters. Each of the Lenders (on behalf of itself, its Affiliates and Related Parties) (x) acknowledge and agree that no Lender shall have any right individually to realize upon all or any portion of the Collateral or to enforce the Guarantee Obligations, it being understood that all powers, rights and remedies with respect to the Collateral and Guaranty may be exercised solely by Collateral Agent and (y) irrevocably authorize the Collateral Agent, at its option and in its discretion:

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon the payment of all Obligations (other than contingent obligations not then due and payable) in full in cash and termination or expiration of the Loan Commitments of the Lenders to make any Loan, (ii) that is sold or transferred or to be sold or transferred as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, (iii) that constitutes Excluded Asset, (iv) if the property subject to such a Lien is owned by a Guarantor upon release of such Guarantor from its Guarantee Obligation, (v) [reserved], (vi) if the real property subject to such Lien is located in an area that has been identified by the Secretary of Housing and Urban Development as a "Special Flood Hazard Area" or other area having special flood hazards (whether as a result of a change in the mapping of Special Flood Hazard Areas or otherwise) and in which flood insurance has been made

available under the National Flood Insurance Act of 1968 or (vii) if approved, authorized or ratified in writing in accordance with Section 10.2; and

(b) to release any Guarantor from its obligations under this Agreement and other Loan Documents if, to the extent permitted under the Loan Documents, such Person ceases to be a Subsidiary Guarantor pursuant to the terms of the Loan Documents as a result of a transaction permitted hereunder;

provided, that, in the case of clauses (a) and (b), upon request of the Collateral Agent, the Borrowers shall provide to the Collateral Agent such certifications as the Collateral Agent shall reasonably require as to the satisfaction of each of the applicable section or sections of Loan Documents that permit any such release.

Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of property, or to release any Guarantor from its obligations under this Agreement and other Loan Documents pursuant to this Section 9.11; provided, that (1) the Collateral Agent shall not be required to execute any document necessary to evidence such release on terms that, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation or warranty and (2) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released or subordinated) upon (or obligations of Borrowers in respect of) all interests retained by any Loan Party, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the applicable Loan Party or is cared for, protected, or insured or has been encumbered, or that all or any portion of the Liens securing the Obligations have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent pursuant to any of the Loan Documents. It is understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, that the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, regardless of whether the Collateral Agent shall obtain its own interest in the Collateral in its capacity as one of the Lenders, and that the Collateral Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of property, or to release any Guarantor from its obligations under this Agreement and other Loan Documents pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Collateral Agent will, at the Borrowers' 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 Loan Documents, in each case in accordance with the terms of the Loan Documents and this Section 9.11.

9.12 Indemnity; Damage Waiver.

(a) Reimbursement by Lenders. To the extent that Borrowers for any reason fails to indefeasibly pay any amount required under Section 10.5 to be paid by it to the Agents (or any sub-agent thereof) or any Related Party of the Agents, each Lender severally agrees to pay to the Agents (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the

time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents (or any such sub-agent) or against any Related Party acting for the Agents (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this paragraph (a) are subject to the provisions of Section 2.17.

(b) [Reserved].

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Requirements of Law, no party hereto shall assert, and each party hereto hereby waives, 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 the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) Payments. All amounts due under this Section 9.12 shall be payable not later than two (2) Business Days after demand therefor.

The provisions of this Section 9.12 shall survive the termination of this Agreement and the resignation or removal of the Agents.

9.13 Proofs of Claim; Credit Bidding. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, either DIP Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether such DIP Agent shall have made any demand on Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise: (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the DIP Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and DIP Agents and their respective agents and counsel and all other amounts due the Lenders and DIP Agents under Sections 2.8, 2.10, 2.11 and 10.5) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the DIP Agents and, in the event that the DIP Agents shall consent to the making of such payments directly to the Lenders, to pay to the DIP Agents any amount due for the reasonable compensation, expenses, disbursements and advances of DIP Agents and its agents and counsel, and any other amounts due to the DIP Agents under Sections 2.8, 2.10, 2.11 and 10.5.

Subject to the Orders, the Secured Parties hereby irrevocably authorize the Administrative Agent and the Collateral Agent, at the direction of (x) in the case of the Obligations with respect to the Tranche A-1 Loans, the Required Tranche A-1 Lenders and (y) in the case of the Obligations with respect to the Tranche B Loans and Tranche C Loans, the Required Tranche B/C Lenders (together with the Required A-1 Lenders, the "Requisite Instructing Lenders"), to credit bid all or any portion of the respective

Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the respective Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner, purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Laws in any other jurisdictions to which a Loan Party is subject, and (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Collateral Agent (whether by judicial action or otherwise) in accordance with any applicable Requirement of Law. In connection with any such credit bid and purchase, the Obligations owed to the applicable Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis among the Tranche A-1 Lenders, the Tranche B Lenders and the Tranche C Lenders, respectively, and in accordance with the payment priorities set forth in this Agreement and the Lien priorities set forth in the Orders (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Capital Stock or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid, (i) the Administrative Agent and the Collateral Agent, as applicable (in each case, acting at the direction of the applicable Requisite Instructing Lenders) shall be authorized (x) to form one or more acquisition vehicles to make a bid, (y) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Capital Stock thereof shall be governed, directly or indirectly, by the vote of the applicable Requisite Instructing Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Tranche A-1 Lenders or Required Tranche B/C Lenders contained in Section 10.01), (z) to assign all or any portion of the relevant Obligations to any such acquisition vehicle (a) pro rata by and among the Tranche A-1 Lenders, (b) pro rata by and among the Tranche B Lenders and (c) pro rata by and among the Tranche C Lenders, respectively, as a result of which each of such Lenders shall be deemed to have received a pro rata portion (among (a) the Tranche A-1 Lenders, (b) the Tranche B Lenders and (c) the Tranche C Lenders, respectively) of any Capital Stock and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the respective Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (ii) to the extent that the respective Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the applicable Lenders pro rata and the Capital Stock and/or debt instruments issued by any acquisition vehicle on account of such Obligations that had been assigned to the acquisition vehicle shall automatically be canceled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding anything to the contrary herein, (A) any credit bid with respect to Tranche A-1 Obligations shall provide for equal treatment and opportunity for each Tranche A-1 Lender, based on such Tranche A-1 Lender's pro rata share of the Tranche A-1 Loans and Tranche A-1 Commitments, to participate in any acquisition vehicle and any related financing, investment or Capital Stock issuance on the same economic and legal terms and absence of any superior side economics to any Tranche A-1 Lenders in comparison to the other Tranche A-1 Lenders (collectively, "Equal Treatment and Investment Opportunities") and (B) each Tranche A-1 Lender shall have been provided with access to all information reasonably necessary to evaluate the terms and structure of such credit bid and to make an informed determination in an appropriate timeframe as to whether to participate therein, including, without limitation, reasonable and timely access to the Chapter 11 Debtors' management and advisors for purposes of evaluating such credit bid (any such credit bid meeting the requirements under clauses (A) and (B) above, a "Qualifying Credit Bid").

9.14 Erroneous Payments.

(a) If a DIP Agent(x) notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient and each of their respective successors and assigns, a "Payment Recipient") that a DIP Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the DIP Agent) received by such Payment Recipient from a DIP Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) (*provided*, that, without limiting any other rights or remedies (whether at law or in equity), a DIP Agent may not make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within fifteen (15) days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of a DIP Agent pending its return or repayment as contemplated below in this Section 9.14 and held in trust for the benefit of the DIP Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as a DIP Agent may, in its sole discretion, specify in writing), return to a DIP Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received). A notice of a DIP Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient, agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from a DIP Agent(or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by a DIP Agent(or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by a DIP Agent(or any of its Affiliates), or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from a DIP Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall promptly (and, in all events, within one (1) Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify a DIP Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying a DIP Agent pursuant to this Section 9.14(b).

For the avoidance of doubt, the failure to deliver a notice to a DIP Agent pursuant to this Section 9.14(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.14(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender or Secured Party hereby authorizes a DIP Agent to set off, net and apply any and all deposits of such Lender or Secured Party (general or special, time or demand, provisional or final) at any time held by or on behalf of a DIP Agent(or its Affiliates, including by branches and agencies of a

DIP Agent wherever located) for the account of such Lender under any Loan Document, or otherwise payable or distributable by a DIP Agent to such Lender or Secured Party under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that a DIP Agent has demanded to be returned under immediately preceding clause (a).

(d) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by a DIP Agent for any reason, after demand therefor in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the DIP Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) of the relevant Class with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as a DIP Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by a DIP Agent in such instance)), and is hereby (together with the Borrowers) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an approved electronic platform as to which the DIP Agents and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrowers or the DIP Agents (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) a DIP Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, a DIP Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the DIP Agents and the Borrowers shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) a DIP Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(i) Subject to Section 10.6 (but excluding, in all events, any assignment consent or approval requirements (and subject to the Borrowers' consent to the extent required thereunder)), a DIP Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and a DIP Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by a DIP Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the DIP Agent) and (y) may, in the sole discretion of the DIP Agent, be reduced by any amount specified by a DIP Agent in writing to the applicable Lender from time to time.

(e) The parties hereto agree that (x) irrespective of whether a DIP Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, a DIP Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, or Secured Party, to the rights and interests of such Lender or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") (*provided* that the Loan Parties' Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans that have been assigned to a DIP Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party; *provided* that this Section 9.14 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrowers relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the DIP Agent; *provided*, *further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by a DIP Agent from the Borrowers for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by a DIP Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 9.14 shall survive the resignation or replacement of the DIP Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

9.15 Appointment of Collateral Agent – German Security Documents

In relation to each Security Document governed by German law in particular, each Secured Party hereby irrevocably authorizes the Collateral Agent (whether or not by or through employees or agents) to:

(a) act on its behalf as its representative "*Stellvertreter*" in connection with the preparation, execution and delivery of the Security Documents and the perfection and monitoring of the Security Documents;

(b) accept on its behalf as its representative "*Stellvertreter*" any Lien granted to such Secured Party in relation to the Loan Documents;

(c) agree to and execute on its behalf as its representative "*Stellvertreter*" any amendments to, confirmations or releases of, accessions and alterations to any Lien created under the Security Document;

(d) exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Collateral Agent under the Security Documents together with such powers and discretions as are reasonably incidental thereto, and the Security Agent hereby accepts such appointment on the terms and subject to the conditions set out in this Agreement; and

(e) act as trustee (*Treuhänder*) and to administer any Security Document governed by German law which is pledged (*Verpfändung*) or otherwise transferred to the Collateral Agent under an accessory security right (*akzessorische Sicherheit*).

9.16 Parallel Debt (Covenant to Pay the Collateral Agent)

(a) Subject to any applicable guarantee limitation, each Borrower irrevocably and unconditionally undertakes to pay to the Collateral Agent, as creditor in its own right and not as representative of the other Secured Parties, amounts equal to, and in the currency of, any amounts owing from time to time by the Borrowers to any Secured Party under any Loan Document, excluding its Parallel Debt (its "Corresponding Debt"), as and when those amounts are due (such Loan Party's payment and undertaking pursuant to this paragraph (a), its "Parallel Debt").

(b) The parties hereto acknowledge that the Parallel Debt of each Loan Party is several and is separate and independent from, and shall not in any way limit or affect, the Corresponding Debt of the Borrowers nor shall the amounts for which the Borrowers are liable under its Parallel Debt be limited or affected in any way by its Corresponding Debt, provided that notwithstanding any other provision of this Agreement or the Loan Documents:

(i) the Parallel Debt of the Borrowers shall be automatically decreased and discharged to the extent that its Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;

(ii) the Corresponding Debt of the Borrowers shall be automatically decreased and discharged to the extent that its Parallel Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;

(iii) the amount of the Parallel Debt of the Borrowers shall at all times be equal to the amount of its Corresponding Debt;

(iv) the aggregate amount outstanding owed by the Borrowers under the Loan Documents (including under this Section 9.16)at any time shall not exceed the amount of the Corresponding Debt at that time; and

(v) the Parallel Debt shall remain effective notwithstanding any transfer or assumption of any of the relevant Corresponding Debt in whole or in part to or by, respectively, any third party, irrespective of whether any such transfer or assumption is effected by way of assignment, assignment and transfer, assumption of contract, novation or otherwise.

(c) For the purpose of this Section 9.16, the Collateral Agent acts in its own name and not as an agent, representative or a trustee, and its claims in respect of the Parallel Debt shall not be held on trust. The Collateral Agent shall have its own independent right to demand payment of the amounts payable by the Borrowers under this Section 9.16. The Liens granted under the Security Documents to the Collateral Agent to secure the Parallel Debt is granted to the Collateral Agent in its capacity as creditor of the Parallel Debt and shall not be held on trust.

(d) All moneys received or recovered by the Collateral Agent pursuant to this Section 9.16, and all amounts received or recovered by the Collateral Agent from or by the enforcement of any Lien created by the Security Documents granted to secure the Parallel Debt, shall be applied in accordance with Section 8.3 (*Application of Certain Proceeds*).

(e) Without limiting or affecting the Collateral Agent's rights against the Borrowers (whether under this Section 9.16 or under any other provision of any Loan Document), each Borrower acknowledges that:

(i) nothing in this Section 9.16 shall impose any obligation on the Collateral Agent to advance any sum to the Borrowers or otherwise under any Loan Document, except, if applicable, in its capacity as a Secured Party (other than Collateral Agent); and

for the purpose of any vote taken under any Loan Document, the Collateral Agent shall not be regarded as having any participation or commitment other than, if applicable, those which it has in its capacity as a Secured Party (other than Collateral Agent).

9.17 Appointment of the Administrative Agent and Collateral Agent in Spain

(a) Each of the Secured Parties (other than the Administrative Agent and the Collateral Agent) irrevocably appoints and authorises the Administrative Agent and the Collateral Agent, which accepts, so that each of the Administrative Agent and the Collateral Agent (with express power of self-contracting (*autocontratación*), sub-empowering or multiple representation), acting through a duly appointed representative, may exercise, in the name and on behalf of the Secured Parties the rights, powers, authorities and discretions specifically given to the Administrative Agent or the Collateral Agent, as applicable, under or in connection with this Agreement, including but not limited to the following:

(i) to execute in the name and on behalf of any of the Secured Parties (whether in its own capacity or as agent of other parties) any Loan Document and to accept in the name and on behalf of any of the Secured Parties the security created by virtue of any of the Post-Closing Foreign Security Documents, as well as to execute in the name and on behalf of the Secured Parties any novation, amendment or ratification to the same and appear before a notary and raise into the status of a public document in Spain such documents and to sign any Spanish Public Document as it deems fit;

(ii) to ratify, if necessary or convenient, at the cost of the relevant Secured Party, any such *escrituras públicas* or *pólizas intervenidas* executed by an orally appointed representative in the name or on behalf of the Secured Parties;

(iii) to execute and/or do any and all deeds, documents, acts and things, required in connection with the execution of the Loan Documents, and/or the execution of any further notarial deed of amendment (*escritura pública de rectificación o subsanación*) that may be required for the purpose or in connection with the powers granted in this Section 9.17;

(iv) in relation to the Post-Closing Foreign Security Documents subject to Spanish law, to: (a) accept, hold, administer and (subject to the same having become enforceable and to the terms of this Agreement) realise any such security; and (b) take any enforcement action and (subject to the same having become enforceable and to the terms of this Agreement) realise in the name of and on behalf of the Secured Parties any such security;

(v) to carry out, execute, effect and perform all the actions that may be necessary or convenient for the purposes of complying with the purpose of this Agreement and the Loan Documents; and

(vi) to request and obtain the copy issued for enforcement purposes (*copia con fuerza ejecutiva*) of this Agreement or any other Loan Document.

(b) It is hereby agreed that, in relation to Spanish jurisdiction, the relationship of the Secured Parties, as Secured Parties under the Post-Closing Foreign Security Documents subject to Spanish law, to the Administrative Agent and the Collateral Agent in relation to any Post-Closing Foreign Security Documents subject to Spanish law shall be construed as one of principal and agent.

(c) The Post-Closing Foreign Security Documents subject to Spanish law will be granted in favour of each and every relevant Secured Party, and shall not be held on trust by the Administrative Agent, the Collateral Agent or any third party. Nevertheless, and subject to paragraph (g) below, the Administrative Agent and the Collateral Agent shall be entitled to accept the security granted under the Post-Closing Foreign Security Documents subject to Spanish law in the name and on behalf of the Secured Parties by virtue of the powers granted in this Section 9.17.

(d) In connection with the ratification and formalisation of any Loan Document as a Spanish Public Document, the Collateral Agent is hereby authorised on behalf of each Secured Party to enter into, enforce the rights of each Secured Party and represent each Secured Party in respect of the granting of any Spanish Public Document.

(e) Without prejudice to the above, the Collateral Agent and the Administrative Agent, acting at its discretion and to the extent reasonably possible, may invite the Secured Parties to enter into and/or to enforce the rights of each Loan Document jointly with the Collateral Agent or the Administrative Agent. For the avoidance of doubt, this does include the granting of any right to the Secured Parties to enter into and/or to enforce the rights under each Loan Document jointly with the Collateral Agent or the Administrative Agent.

(f) Each Secured Party (other than the Collateral Agent and the Administrative Agent) irrevocably undertakes to the Collateral Agent and the Administrative Agent and the other Secured Parties to, if requested by the Collateral Agent or the Administrative Agent:

(i) to appear and execute with the Collateral Agent or the Administrative Agent to enable the Collateral Agent or the Administrative Agent to exercise any right, power, authority or discretion vested in it as Collateral Agent or Administrative Agent pursuant to this Agreement and to execute any document or instrument including any Spanish Public Document; and

(ii) abide by and act, or refrain from acting, in accordance with, any decision of the Required Lenders made in accordance with this Agreement in relation thereto.

(g) Notwithstanding paragraph (f) above, a Secured Party (other than the Collateral Agent and the Administrative Agent) that has notified the Collateral Agent or the Administrative Agent that it cannot authorise or empower, or has not authorised or empowered, the Collateral Agent or the Administrative Agent to act on its behalf, irrevocably undertakes to the Collateral Agent, the Administrative Agent and the other Secured Parties to:

(i) appear and execute with the Collateral Agent or the Administrative Agent to enable the Collateral Agent or the Administrative Agent to exercise any right, power, authority or discretion vested in it as Collateral Agent or Administrative Agent pursuant to this Agreement and to execute any document or instrument including any Spanish Public Document; and

abide by and act, or refrain from acting, in accordance with, any decision of the Required Lenders made in accordance with this Agreement in relation thereto.

SECTION 10

MISCELLANEOUS

10.1 Amendments and Waivers. Except as otherwise specifically provided herein, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party to the relevant Loan Document may, or, with the written consent of the Required Lenders and each Loan Party to the relevant Loan Document, the DIP Agents may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the DIP Agents, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (or shall have the effect of):

(i) Forgive or reduce the principal amount of any Loan (including as a result of an exchange of debt for equity) other than (x) with respect to the Tranche A-1 Loans, as a result of a cash payment in full or as a result of the Qualifying Credit Bid or (y) with respect to the Tranche B Loans and the Tranche C Loans, as permitted by the Restructuring Support Agreement and Restructuring Term Sheet; extend the final scheduled date of maturity of any Loan (except in connection with a valid Maturity Extension); reduce the stated rate of any interest or fee payable hereunder (except in connection with the waiver of applicability of any Default Interest (which waiver shall be effective with the consent of the Required Lenders)); extend the scheduled date of any payment (except in connection with a valid Maturity Extension); increase the amount of any Lender's Loan Commitment; change the right of each Lender to receive interest in cash, in each case without the written consent of each Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of any mandatory reductions of Loan Commitments shall not constitute an increase of a Loan Commitment of any Lender);

(ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender;

(iii) reduce any percentage specified in, or otherwise amend, the definition of Required Lenders without the written consent of all Lenders;

(iv) reduce any percentage specified in, or otherwise amend, the definition of Required Tranche A-1 Lenders without the written consent of all Tranche A-1 Lenders;

(v) reduce any percentage specified in, or otherwise amend, the definition of Required Tranche B/C Lenders without the written consent of all Tranche B/C Lenders;

(vi) consent to the assignment or transfer by the Borrowers of any of its rights and obligations under this Agreement and the other Loan Documents, release all or a material portion of the Collateral or release all or a material portion of the value of the Guaranty, in each case without the written consent of all Lenders (it being understood that any subordination of a Lien permitted under this Agreement as in effect on the Closing Date shall not constitute a release of a Lien under this clause (vi);

(vii) directly or indirectly alter Sections 2.17 or 8.3 or any provision regarding the pro rata treatment of the Lenders in a manner that is adverse to any Lender without the consent of each Lender;

(viii) amend, modify or waive any provision of Section 9 or any other provision of the Loan Documents which affects the rights and obligations of the DIP Agents, in each case under this clause (vi) without the written consent of the DIP Agents;

(ix) subordinate (x) the Obligations to any other Indebtedness or (y) any Liens on the Collateral securing the Obligations to any Liens on the Collateral securing any other Indebtedness, in each case, without the written consent of all Lenders;

(x) permit the incurrence of any Indebtedness that is pari passu with, or senior to, the Obligations, without the written consent of all Lenders, other than increases to permitted Indebtedness of the Borrowers or any other Loan Party under the Senior DIP Loan Documents in an aggregate principal amount not to exceed $300,000,000 with the proceeds of which being applied to reduce the Tranche A-1 Commitments and the outstanding Tranche A-1 Loans, which shall require only the consent of the Required Lenders (it being understood that this clause (x) shall not prohibit Liens expressly permitted by Section 7.3 and/or Indebtedness expressly permitted by Section 7.2, in each case, as in effect on the Amendment No. 3 Effective Date);

(xi) create or extend any grace or cure period with respect to any Event of Default without the written consent of all Lenders;

(xii) permit the incurrence of any Indebtedness that is senior in payment or Lien priority to the Tranche B/C Obligations but is junior in payment or Lien priority to the Tranche A-1 Obligations, without the written consent of each Tranche B/C Lender;

(xiii) provide for (A) the payment or discharge of the Tranche A-1 Obligations in anything other than cash or (B) any plan treatment of the Tranche A-1 Obligations other than repayment in full, in cash, in the same currency, in each case, without the written consent of each Tranche A-1 Lender;

(xiv) amend, waive, or otherwise modify any provision governing the application of proceeds, payment waterfall, standstill rights, purchase rights, turnover obligations, or the relative rights and priorities of the Tranche A-1 Obligations or Tranche B/C Obligations without the written consent of each Tranche A-1 Lender;

(xv) amend the last sentence of Section 9.13 (including the definition of "Qualifying Credit Bid"), or any provision of Section 2.22(b) with respect to Tranche A-1 Loans and Tranche A-1 Commitments without the written consent of each affected Tranche A-1 Lender (without giving effect to any replacement of a Non-Consenting Tranche A-1 Lender pursuant to such section);

(xvi) amend provisions regarding credit bidding of Section 9.13 (other than the last sentence of Section 9.13 (including the definition of "Qualifying Credit Bid")) without the written consent of each affected Lender; or

(xvii) have the effect of any of the foregoing, without the written consent of the applicable Lenders.

For the avoidance of doubt, any amendment, supplement or modification of the Milestones shall require the written consent (email being sufficient) of the Required Lenders or the DIP Agents (acting upon direction (email being sufficient) of the Required Lenders).

Notwithstanding the foregoing, the Agents Fee Letter shall only be amended, supplemented, modified or waived with the consent of the DIP Agents and the Borrowers and no other party shall be required or permitted to consent to any such amendment, supplement, modification or waiver. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the DIP Agents and all future holders of the Loans or any Loan Commitments. In the case of any waiver, the Loan Parties, the Lenders and the DIP Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

10.2 **Notices**. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in English and in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three (3) Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrowers and the DIP Agent, and as set forth in an administrative questionnaire delivered to the DIP Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

the Borrowers or any other Loan Party	c/o Marelli Holdings Co., Ltd. 2-19-4 Miyahara-cho Kita-ku, Saitama City, Saitama 331-0812 Japan Attention: Marisa Iasenza E-mail address: marisa.iasenza@marelli.com
with copies to:	Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua A. Sussberg, P.C.; Nicholas M. Adzima; Evan Swager E-mail address: jsussberg@kirkland.com; nicholas.adzima@kirkland.com; evan.swager@kirkland.com Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, Illinois 60654 Attention: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C. E-mail address: rkwasteniet@kirkland.com; spencer.winters@kirkland.com
Collateral Agent:	GLAS USA LLC 3 Second Street, Suite 206 Jersey City, NJ 07311 United States of America

	Attention: Transaction Management Group Email: TMGUS@glas.agency; Clientservices.americas@glas.agency
Administrative Agent	GLAS USA LLC 3 Second Street, Suite 206 Jersey City, NJ 07311 United States of America Attention: Transaction Management Group Email: TMGUS@glas.agency; Clientservices.americas@glas.agency
Escrow Agent	GLAS AMERICAS LLC 3 Second Street, Suite 206 Jersey City, NJ 07311 United States of America Attention: Transaction Management Group Email: TMGUS@glas.agency; ClientServices.americas@glas.agency

provided that any notice, request or demand to or upon the DIP Agents or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the DIP Agents; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Agents and the applicable Lender. The DIP Agents or the Borrowers 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.

10.3 No Waiver; Cumulative Remedies. The Lenders and each DIP Agent shall have other rights and remedies not inconsistent herewith as provided under the Uniform Commercial Code, by law, or in equity. No failure to exercise and no delay in exercising, on the part of any DIP Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses; Indemnity.

(a) The Loan Parties hereby jointly and severally agree, on and after the Closing Date (other than with respect to any payments required to be made under Section 5.1(i)), in each case in a manner

approved in the Orders or any other order entered by the Bankruptcy Court from time to time, (i) to pay or reimburse the Agents and the Lenders promptly, and in any event within ten (10) Business Days, after written demand therefor, for all of their reasonable and documented out-of-pocket costs and expenses of each Agent (including, but not limited to, the reasonable fees, expenses and disbursement of the Lender Advisors and any appraisers, consultants, advisors and/or agents employed or retained by the Agent) incurred in connection with the Chapter 11 Cases, the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees and expenses and disbursements of (A) one firm of counsel, which shall be Akin Gump Strauss Hauer & Feld LLP, to the Lenders (excluding the allocated costs of internal counsel), taken as a whole, and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by Lenders and such other counsel and any other advisor or consultant to the Lenders, and (B) one firm of counsel, which shall be Mayer Brown LLP, to the Agents (and in the event of an actual conflict of interest one additional counsel for such affected parties) and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by Agents and such other counsel and any other advisor or consultant to the Agents, (ii) all the actual costs and reasonable expenses (including the reasonable fees, expenses and disbursements of the Lender Advisors and any appraisers, consultants, advisors and agents employed or retained the Agents, the Secured Parties and their respective counsel) in connection with the custody or preservation of any of the Collateral; and (iii) after the occurrence of an Event of Default, all costs and expenses, including reasonable attorneys' fees (excluding allocated costs of internal counsel) and costs of settlement, incurred by any Agent or any Lender in enforcing any Obligations of or in collecting any payments due from any Loan Party hereunder or under the other Loan Documents by reason of such Event of Default (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Guaranty) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work out" or pursuant to any insolvency or bankruptcy cases or proceedings.

(b) In addition to the payment of expenses pursuant to Section 10.5(a), whether or not the transactions contemplated by the Loan Documents shall be consummated, each Loan Party agrees to, within ten (10) Business Days following demand thereof, defend (subject to the indemnified party's selection of counsel), indemnify, pay and hold (i) each Lender, the Lender Advisors and the Agents and (ii) each of the foregoing's Related Parties (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the negotiation, execution, delivery, enforcement, performance and administration of the Chapter 11 Cases, this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any applicable law to the operations of any Loan Party or any of its Subsidiaries or any of the Properties and the reasonable fees and expenses of one legal counsel for the DIP Agents and all Lenders (and one local counsel to such Lenders in each applicable jurisdiction as to which the Lenders reasonably determine is necessary and one regulatory counsel to such Lenders and Agents) in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF SUCH INDEMNITEE**; provided, that (a) the Borrowers shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct by such Indemnitee (or any of such Indemnitee's Related Parties)or (y) result from a claim not involving an act or omission of a Loan Party and that is brought by an Indemnitee against another Indemnitee and (b) if the applicable Agents shall have reasonably determined that a conflict exists between

such Agent or any of its Related Parties, on the one hand, and any other Indemnitee, on the other hand, then the Borrowers shall be required to pay the reasonable and documented fees and expenses of separate counsel for the applicable Agent and/or any of its Related Parties. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrowers agree not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery against the Secured Parties with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature arising out of, in connection with, or in any way related to, this Agreement or any Loan Document or any other agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, that any of them might have by statute or otherwise against any Indemnitee, except to the extent such claims, demands, penalties, fines, liabilities, settlements, damages, costs, and expenses of whatever kind or nature, are disputes solely between Indemnitees that do not arise out of any act or omission of any Loan Party, the Borrowers or any of its Subsidiaries. In the case of any investigation, litigation or other proceeding to which the indemnity in clause (d) of this Section applies, such indemnity shall be effective whether such investigation, litigation or other proceeding is brought by a third party or any Loan Party or any of its Subsidiaries or an Indemnitee, and whether or not an Indemnitee is otherwise a party thereto. Unless otherwise specified, all amounts due under this Section 10.5 shall be payable not later than thirty (30) calendar days after written demand therefor. Statements payable by the Borrowers pursuant to this Section 10.5 shall be submitted to the address of the Borrowers set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrowers in a written notice to the DIP Agents. The agreements in this Section 10.5 shall survive termination of the Loan Commitments and repayment of the Loans and all other amounts payable hereunder. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 10.5 may be unenforceable in whole or in part because they are violative of any Law or public policy, the applicable Loan Party shall contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. This Section 10.5 shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) The provisions of this Section 10.5 shall survive the termination of this Agreement and the resignation or removal of the Agents.

10.6 Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrowers may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrowers without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.6.

(b) Subject to the conditions set forth in paragraph (b)(i) below, any Lender may assign all or a portion of its rights and obligations under this Agreement (including all or a portion of its Loan Commitments and the Loans at the time owing to it) to one or more assignees (each, an "Assignee").

(i) Assignments shall be subject to the following conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender, a Designated Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's interests under the Facilities, the amount of the Loan Commitments or Loans, as applicable, of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect

to such assignment is delivered to the Administrative Agent) shall not be less than $250,000 unless the Administrative Agent otherwise consents;

(B) except in the case of any assignments executed and delivered by the Backstop Parties to another Backstop Party (or, in each case, any of their Affiliates or Designated Affiliates), or any assignments by any Lender to (1) an Affiliate, Designated Affiliate or Approved Fund of such Lender or (2) any other Lender, the Required Lenders shall consent to such assignment (for the avoidance of doubt any elevation of a holder of beneficial interest or participant in the Tranche C Loans to the status of a lender of record with respect to such Tranche C Loans shall not require the prior consent of the Required Lenders to the extent the holding of such beneficial interest or participation is permitted under the terms of this Agreement);

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

(D) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (provided, that assignments executed and delivered by the Backstop Parties or any assignments between a Lender and an Affiliate, Designated Affiliate or an Approved Fund of such Lender and transfers of Designated Tranche C Loans to a Designating Tranche B Lender shall not be subject to such recordation fee or any other fee);

(E) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(F) no assignment shall be made to (i) any Person who is identified by the Borrowers to the Administrative Agent in writing prior to the Closing Date or (ii) any Affiliate of a Person referred to in clause (i) that is reasonably identifiable as an Affiliate of such Person on the basis of such Affiliate's name (each, subject to the Required Lenders' satisfaction, a "Disqualified Lender"); it being understood and agreed that list of Disqualified Lenders shall be available to the Lenders upon request;

(G) no assignments shall be made to Sponsors, Holdings, the Borrower, any of their respective Subsidiaries or any their respective Affiliates; and

(H) notwithstanding anything to the contrary contained in this Section 10.6(b) and except for any assignments pursuant to Section 2.22, (i) any Tranche B Lender who wishes to assign all or a portion of its Tranche B Commitments or Tranche B Loans to any party that is not a Designated Affiliate of such Tranche B Lender shall simultaneously assign (or cause its Designated Affiliate that is the Tranche C Lender or the Designated Tranche C Lender, as applicable, to assign) to the same Assignee or a Designated Affiliate of such Assignee a corresponding pro rata portion of the Tranche C Loans held by such assigning Tranche B Lender, any Designated Affiliate thereof or pro rata portion of the Designated Tranche C Loans held by any Designated Tranche C Lender thereof, as

applicable (excluding, for the avoidance of doubt, any Designated Tranche C Loans designated by any other Designating Tranche B Lender), (ii) no Tranche C Lender may assign any of its Tranche C Loans other than a "stapled" assignment provided in the foregoing clause (i); provided that (A) a Designated Tranche C Lender (in its capacity as such) may assign all or a portion of its Designated Tranche C Loans to a replacement financial institution designated by the Designating Tranche B Lender pursuant to the last proviso of Section 2.27(b) or to the corresponding Designating Tranche B Lender or Designated Affiliate of such Designating Tranche B Lender (it being understood that any processing or recordation fee in connection with any such "stapled" assignments shall be payable once as if such "stapled" assignments constitute a single transaction) and (B) any Tranche C Lender may assign all or a portion of its Tranche C Loans to any Affiliate, Designated Affiliate or Approved Fund of such Tranche C Lender; and (iii) any Tranche A-1 Lender who wishes to assign all or a portion of its Tranche A-1 Commitments or Tranche A-1 Loans to any party that is not a Designated Affiliate of such Tranche A-1 Lender shall simultaneously assign (or cause its Designated Affiliate that is the Tranche A-1 Lender to assign) to the same Assignee or a Designated Affiliate of such Assignee a corresponding pro rata portion of the Tranche B Commitments, Tranche C Commitments, Tranche B Loans and Tranche C Loans held by such assigning Tranche A-1 Lender, any Designated Affiliate thereof or pro rata portion of the Designated Tranche C Loans held by any Designated Tranche C Lender thereof, as applicable (excluding, for the avoidance of doubt, any Designated Tranche C Loans designated by any other Designating Tranche B Lender).

Any assignment made in contravention of the provisions of this Section 10.6(b)(i) shall be null and void ab initio.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(ii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party (i) hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, and 10.5) and (ii) to the JSAAA as a Junior DIP Lender and have the rights and obligations of a Junior DIP Lender thereunder and shall be bound by the provisions thereof. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be null and void.

(iii) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Loan Commitments and, and principal and stated interest amount of the Loans owing to, each Lender with respect to the Borrowers pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof

as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers or any Lender (but in the case of any Lender (in its capacity as such) other than the Backstop Parties, as to such Lender's Loans, Loan Commitments, principal and fees owing to such Lender only) at any reasonable time and from time to time upon reasonable prior notice.

(iv) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. Notwithstanding anything to the contrary contained in this Agreement, the Loans are registered obligations and the right, title and interest of the Lenders in and to such Loans, shall be transferable only in accordance with the terms hereof. This Section 10.6(b)(iv) shall be construed so that the Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 165(j), 871(h)(2), 881(c)(2), and 4701 of the Code, and the Register shall be maintained in accordance with such construction.

(c) Any Lender may, with the consent of the Required Lenders (except for any participations sold by any Lender to (1) an Affiliate of such Lender, Designated Affiliate of such Lender or Approved Fund of such Lender or (2) any other Lender), sell participations to Assignees that are not a Disqualified Lender (in such capacity a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Loan Commitments and the Loans owing to it) as set forth in this Section 10.6(c)(i); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement 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 the Loan Documents; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that requires the consent of all Lenders. Each Participant shall comply in full with any obligations pursuant to Section 2.19 as if it were a Lender. Subject to paragraph (c)(ii) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 (subject to the requirements and limitations of such Sections (including Sections 2.19(d) and (e)) and Sections 2.21 and 2.22 as if the Participant were a Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the applicable Borrower, maintain a register of its Participants in compliance with Section 5f.103-1(c) of the United States Treasury Regulations; provided, however, that no Lender shall have any obligation to disclose all or any portion of such register (including the identity of any Participant or any information relating to a Participant's interest in any Loan Commitments, Loans, or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Loan Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in a Participant register shall be conclusive, absent manifest error, and the parties shall treat each Person whose name is recorded in the Participant register as the Participant for all purposes of this Agreement, notwithstanding a notice to the contrary.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent such entitlement to a greater payment results from a change in any Requirement of Law after the Participant became a Participant.

(d) Unless otherwise provided in Sections 10.06(b) and 10.06(c), any Lender may not, without the consent of the Required Lenders (except for any such transfers made by, (i) any Lender to an Affiliate of such Lender, Designated Affiliate of such Lender or Approved Fund of such Lender or another Lender and (ii) participations in Tranche C Loans made by Designated Tranche C Lenders with respect to Designated Tranche C Loans in favor of the Designating Tranche B Lender (or an Affiliate of such Designating Tranche B Lender, Designated Affiliate of such Designating Tranche B Lender or Approved Fund of such Designating Tranche B Lender), transfer its beneficial interest in any Tranche A-1 Loans, Tranche B Loans or Tranche C Loans or enter into any swap or other derivative transaction relating to the Loans to any Person. Notwithstanding anything to the contrary contained herein, (i) any Tranche A-1 Lender who wishes to sell a participation or transfer its beneficial interest in Tranche A-1 Loans in all or a portion of its Tranche A-1 Commitments or Tranche A-1 Loans to any Participant or a transferee (or swap or other derivative transaction counterparty) that is not a Designated Affiliate of such Tranche A-1 Lender shall simultaneously sell or transfer, as applicable to the same Participant or transferee (or swap or other derivative transaction counterparty) or a Designated Affiliate of such Participant or transferee (or swap or other derivative transaction counterparty) a participation or such beneficial interest, as applicable, in the corresponding pro rata portion of the Tranche B/C Loans held by such Tranche B/C Lender, (ii) any Tranche B Lender who wishes to sell a participation or transfer its beneficial interest in Tranche B Loans in all or a portion of its Tranche B Commitments or Tranche B Loans to any Participant or a transferee (or swap or other derivative transaction counterparty) that is not a Designated Affiliate of such Tranche B Lender shall simultaneously sell or transfer, as applicable (or cause its Designated Affiliate that is the Tranche C Lender or the Designated Tranche C Lender, as applicable, to sell or transfer) to the same Participant or transferee (or swap or other derivative transaction counterparty) or a Designated Affiliate of such Participant or transferee (or swap or other derivative transaction counterparty) a participation or such beneficial interest, as applicable, in the corresponding pro rata portion of the Tranche C Loans held by such Tranche B Lender, any Designated Affiliate thereof or pro rata portion of the Designated Tranche C Loans held by any Designated Tranche C Lender thereof, as applicable and (iii) no Tranche C Lender may transfer its beneficial interest in any of its Tranche C Loans or enter into any swap or other derivative transaction relating to its Tranche C Loans, in each case, other than a "stapled" participation provided in the foregoing clause (ii).

(e) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender (and any initial or subsequent pledgee or grantee, as the case may be, may in turn at any time and from time to time pledge or grant a security interest in all or any portion of such rights as collateral security to secure obligations of such Person), including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(f) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(g) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrowers or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a

Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one (1) calendar day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(h) Upon request of the Administrative Agent, the Loan Parties shall promptly carry out and take all the steps and actions (and shall procure that any Loan Party incorporated in Italy will promptly carry out and take all the steps and actions) which are required, necessary or appropriate, in the opinion of the Administrative Agent, to have any transfer and/or assignment by any Lender pursuant this Section 10.6 perfected and effective with respect to any Loan Party incorporated under Italian law (including the execution of any document, notice and/or acknowledgement letter bearing certified date (*data certa*) for the purposes of Italian law).

(i) For the purposes of Italian law, the assignment and/or transfer of the rights of the Lenders under the Loan Documents shall constitute a *cessione del credito* or a *cessione del contratto totale o parziale*, as the case may be, and it shall neither constitute a novation nor have an *effetto novativo* on the obligations under the Loan Documents.

(j) For the purposes of Articles 1406 and 1407 of the Italian Civil Code, any Loan Party incorporated under Italian law irrevocably give their consent to any assignment, assumption and release of rights or obligations or transfer of contract (*cessione di diritti, cessione del credito or cessione totale o parziale del contratto*) made by any assigning Lender pursuant to this Agreement and irrevocably agrees that, upon any such transfer or assignment being effective and within the limit provided thereunder, the assigning Lender shall be released from its obligations being the subject of such transfer or assignment, also for the purposes of Articles 1273 and 1408 of the Italian Civil Code.

(k) Spanish Law Provisions.

(i) Each party hereto agrees that an assignment or transfer pursuant to this Section shall constitute a transfer of any Spanish law Security Documents to the Lender's assignee in the manner set out in Article 1203 et seq. of the Spanish Civil Code and the guarantees and the indemnities granted by each Loan Party under the Loan Documents shall be preserved for the benefit of the Secured Parties, including without limitation for the purposes of article 1,528 of the Spanish Civil Code.

(ii) In respect of any assignment or transfer made pursuant to, and in accordance with, this Section, each Spanish Loan Party hereby expressly waives its rights (if any) under article 1,535 of the Spanish Civil Code.

(iii) Each Spanish Loan Party accepts all transfers and assignments made by the Lenders under and in accordance with the terms of this Agreement without requiring any additional formalities.

10.7 Adjustments; Set-off.

(a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it, or receive any Collateral in respect thereof (whether voluntarily or involuntarily,

by set-off or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender in such Class, if any, in respect of the Obligations owing to such other Lender in such Class, such Benefitted Lender shall purchase for cash from the other Lenders in such Class a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such Collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders in such Class; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest; provided further that the provisions of this paragraph shall not be construed to apply to (x) any payment or prepayment made by or on behalf of the Borrowers or any other Loan Party 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), (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant or the termination of any Lender's Loan Commitment and non-pro rata repayment of Loans pursuant to Section 2.22, or (z) in connection with assignments and participations pursuant to Section 10.6.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right after the occurrence and during the continuance of an Event of Default, subject to the prior written consent of the Administrative Agent (acting as directed by the Required Lenders), without prior notice to the Borrowers, any such notice being expressly waived by the Borrowers by this Agreement to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrowers hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount then due and payable any and all deposits (general or special, time or demand, provisional or final other than payroll or trust and tax withholding accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrowers, as the case may be; provided that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Lender agrees promptly to notify the Borrowers and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrowers and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrowers, the DIP Agents and the Lenders with respect to the subject matter hereof and

thereof, and there are no promises, undertakings, representations or warranties by the DIP Agents or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 GOVERNING LAW. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANY SUCH OTHER LOAN DOCUMENT IN RESPECT THEREOF) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND SUCH OTHER LOAN DOCUMENTS OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, AS MAY BE APPLICABLE, THE BANKRUPTCY CODE.

For the purposes of Article 9 of Brazilian Decree-Law No. 4,657 dated September 4, 1942, as amended, the transaction contemplated in this Agreement and the obligations arising herein shall be deemed as being created and executed in the State of New York. The parties to this Agreement hereby acknowledge that this Agreement meets all requirements for its perfection, validity, and effectiveness under the laws of the State of New York and therefore represents valid obligations in accordance with the laws of the State of New York, especially for the payment of the amounts due hereunder. The parties to this Agreement hereby agree that the submission of this Agreement to the jurisdiction of the State of New York and the agreement over as to the governing law of this Agreement are legal, valid and binding and will be recognized and enforced by the courts of the State of New York.

10.12 CONSENT TO JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL, ETC. EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURTS OF THE STATE OF DELAWARE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENTS' OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE AGENTS ELECT TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 10, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS; PROVIDED, THAT NOTHING IN THIS SECTION 10 SHALL AFFECT THE RIGHT OF THE AGENTS OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY OR ANY COLLATERAL IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES, AND DOCUMENTS IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN THE UNITED STATES OF AMERICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS BY THE MAILING (BY REGISTERED MAIL OR CERTIFIED MAIL, POSTAGE PREPAID) OR DELIVERING OF A COPY OF SUCH PROCESS TO SUCH LOAN PARTY C/O THE BORROWERS AT THEIR ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.2. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE

AGENTS AND THE LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL LIMIT THE BORROWER'S INDEMNITY AND REIMBURSEMENT OBLIGATIONS TO THE EXTENT SET FORTH IN SECTION 10.5.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENTS OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENTS OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THEY ARE A PARTY.

NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT INVOLVING ANY LOAN PARTY THAT IS INCORPORATED UNDER THE LAWS OF MEXICO, EACH OF THE PARTIES HERETO (I) AGREES TO THIS SECTION 10.12, (II) WAIVES THE RIGHT TO ANY OTHER JURISDICTION TO WHICH IT MAY BE ENTITLED BY REASON OF PRESENT OR FUTURE DOMICILE OR PLACE OF RESIDENCE OR FOR ANY OTHER REASON; (III) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS MENTIONED ABOVE; AND (IV) WAIVES ANY OBJECT TO THOSE COURTS ON THE GROUND OF VENUE OR *FORUM NON CONVENIENS.*

For the avoidance of doubt, any dispute related to this Agreement and/or any Loan Document may be brought and enforced in the courts of Brazil or any other jurisdiction where the Borrowers or any of its property may be found, and each Loan Party hereby irrevocably submit to the jurisdiction of each such court in respect of any such action or proceeding.

The parties to this Agreement hereby acknowledge that, for purposes of enforcement of the obligations contained herein in Brazil, this Agreement constitutes an extrajudicial enforcement instrument (*título*

executivo extrajudicial), according to Article 784 of the Brazilian Federal Law No. 13.105/2015, as amended.

10.13 Acknowledgements. The Borrowers hereby acknowledge that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither nor any Lender has any fiduciary relationship with or duty to the Borrowers arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among any Loan Party and the Lenders, among the Lenders and the Agents, or among the Lenders, the Agents or any Loan Party.

10.14 Electronic Execution of Loan Documents. The words "execution," "signed," "signature," and words of like import in this Agreement or any other Loan Document (including any Assignment and Assumption) 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 record keeping 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.

10.15 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (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 to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrowers and their obligations, (g) with the consent of the Borrower, (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 Lender on a non-confidential basis from a source other than the Borrowers or (i) in communications with a Governmental Authority regarding Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions; provided, however, that with respect to disclosures pursuant to clauses (b) and (c) of this Section (other than disclosures pursuant to routine regulatory examinations) and clause (e) of this Section (as such clause relates to suits, actions or proceedings in which disclosure is being sought by a third party), unless prohibited by applicable Requirements of Law or court order, each Lender and shall (x) notify the Borrowers of any request by any Governmental Authority or representative thereof or other Person for disclosure of confidential and non-public information after receipt of such request and (y) if such disclosure of such confidential or non-public information is legally required, furnish only such portion of such information as it is legally compelled to disclose and exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information.

For the purposes of this Section, "Information" means all information received from the Borrowers relating to the Borrowers or their business, other than any such information that is available to the Agents or any Lender on a non-confidential basis prior to disclosure by the Borrowers.

The provisions of this Section 10.15 shall survive the termination of this Agreement and the resignation or removal of the Agents.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 10.15 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWERS AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

10.16 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

10.17 USA PATRIOT ACT. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrowers and each Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies such Borrower or such Guarantor, which information includes the name and address of the Borrowers and other information that will allow such Lender to identify each Borrower and each Guarantor in accordance with the Patriot Act.

10.18 Order and Restructuring Support Agreement Govern. Notwithstanding anything to the contrary herein or in any of the Loan Documents, the provisions of this Agreement are subject to the terms, covenants, conditions and provisions of the Orders and the Restructuring Support Agreement, which, among other things, set out the priority, with respect to the Collateral, as between, on the one hand, the Senior DIP Agents, the Lenders and Secured Parties (each as defined in the Senior DIP Credit Agreement)

and Prepetition Secured Parties and, on the other hand, the Agents, the Lenders and any other Secured Parties. In the event of a conflict between the terms of the Orders and this Agreement, the terms of the Orders shall govern and control.

10.19 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States):

(a) 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.

(b) As used in this Section 10.19, the following terms have the following meanings:

"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.

"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).

"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.

"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).

10.20 Spanish Executive Proceedings

(a) Each Spanish Security Document shall be formalized in a Spanish Public Document so that it may have the status of an executive title for all purposes contemplated in Article 517.2.4º of the Spanish Civil Procedure Law and, for the purposes of the executive proceedings contemplated therein and for the purposes of Articles 571 et seq. of the Spanish Civil Procedural Law, the Loan Parties and the Lenders (or the applicable Secured Parties) agree that the amounts due and payable will be the amounts appearing in the Register according to Section 10.6(b) as provided by the Administrative Agent.

For the purposes of article 540.2 of the Spanish Civil Procedural Law, the Loan Parties acknowledge and accept that, provided that the relevant assignment, transfer or change of Lenders has been made in accordance with the terms of this Agreement, any assignment, transfer or change of Lenders shall be duly and sufficiently evidenced to any Spanish court by means of a certificate issued by the Administrative Agent confirming who the Lenders are at the relevant time and, therefore, those Persons who are certified as Lenders by the Administrative Agent shall be able to initiate enforcement in Spain through *procedimiento ejecutivo* without further evidence being required.

10.21 OID Legend. EACH TRANCHE B LOAN ISSUED PURSUANT TO THIS AGREEMENT WAS ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR PURPOSES OF SECTIONS 1272, 1273, AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. BEGINNING NO LATER THAN 10 DAYS AFTER THE CLOSING DATE, A LENDER THAT MADE A TRANCHE B LOAN MAY OBTAIN THE ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE, AND THE YIELD TO MATURITY OF THE TRANCHE B LOANS BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO EDGARDO RANOLA AT edgardo.ranola@marelli.com.

SECTION 11

ESCROW ARRANGEMENTS

11.1 Appointment and Authority. The Tranche B Borrower and each of the Tranche B Lenders hereby irrevocably appoints GLAS AMERICAS LLC, to act on its behalf as the Escrow Agent hereunder and under the other Loan Documents and authorizes the Escrow Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Escrow Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto (in each case, at the direction of the Required Lenders). The initial Escrow Agent accepts its designation and appointment as Escrow Agent on the terms of this Agreement. This appointment shall not be deemed to create a trust or fiduciary relationship between the Tranche B Lenders and the Tranche B Borrower, on one hand, and the Escrow Agent, on the other hand. The Escrow Agent acts in the capacity of agent only and is acting in a purely administrative capacity.

This Agreement (as amended and restated from time to time) contains the whole agreement between the parties relating to the Loan Escrow Account. The Escrow Agent will not be required to enter into any amendment to this Agreement unless such amendment, modification, waiver or supplement relates to this Section 11 or the Loan Escrow Account. No amendment, waiver or modification of provisions relating to the Loan Escrow Account shall be made without prior notice to and written consent of the Escrow Agent.

11.2 Operation. During the term of this Agreement, the Escrowed Loan Amount shall be held by the Escrow Agent in the Loan Escrow Account until the Maturity Date unless required to be distributed earlier pursuant to the terms hereof; provided that, to the extent there is any Escrowed Loan Amount remains

in the Loan Proceed Account on the Maturity Date, the Escrow Agent is authorized to transfer the Escrowed Loan Amount to the account of the Administrative Agent as set forth in Section 11.5). For the avoidance of doubt, the Escrowed Loan Amount held in the Loan Escrow Account, a non-interest bearing account, shall still accrue interest (payable by the Borrower) in accordance with Section 2.14. The Loan Escrow Account must be operated in accordance with the terms of Section 11 of this Agreement. In no event shall the Tranche B Lenders or the Tranche B Borrower be entitled to withdraw any interest or income on amounts deposited and held in the Loan Escrow Account except as otherwise set forth in this Agreement (it being understood that any interest accrued in the Loan Escrow Account can be used for repayment or prepayment of Loans). Under no circumstances shall the Escrow Agent be required to make use of its own funds to prevent the Loan Escrow Account from being overdrawn.

11.3 Receipt of Escrowed Loan Amount. The Loan Escrow Account will be segregated bank account in the name of the Escrow Agent, acting as escrow agent for the benefit of the Tranche B Lenders, or substantively equivalent titling indicating that the Escrow Agent is acting on behalf of the Tranche B Lenders. The Escrow Agent shall (i) not deposit any other moneys, whether of third persons or the Escrow Agent, in the Loan Escrow Account, (ii) reflect in its book and records with respect to the Loan Escrow Account that all sums therein are held for the benefit of the Tranche B Lenders and that such monies are not an asset of the Escrow Agent, (iii) maintain all account documentation of the Loan Escrow Account as permanent records of the Escrow Agent, and (iv) not loan, rehypothecate or (except as expressly authorized in this Agreement) otherwise deal in any moneys or property held in the Loan Escrow Account.

11.4 Release of Escrowed Loan Amount. Solely in respect of the Escrowed Loan Amount, the Escrow Agent is authorized and requested to release all or the relevant part of such Escrowed Loan Amount to the Tranche B Borrower or the Tranche B Lenders in accordance with the terms of this Agreement pursuant to (i) a Loan Withdrawal Notice or (ii) an order, judgment, decree, ruling, award or decision of arbitrators ordering the release of any part of the Escrowed Loan Amount or (iii) the decision of any other third party jointly appointed by the Tranche B Lenders and the Tranche B Borrower to resolve any dispute in connection with the Escrowed Loan Amount, which decision is approved in writing by the Required Lenders (each of (ii) and (iii), an "Enforceable Order"). The Escrow Agent will release the Escrowed Loan Amount three (3) Business Days after the date of receipt of the Enforceable Order.

If the Tranche B Borrower and the Tranche B Lenders agree that instructions (other than a Loan Withdrawal Notice) in relation to the Loan Escrow Account may be given to the Escrow Agent electronically by letter (in pdf. format) and the Escrow Agent agrees to accept instructions given in that form, the Escrow Agent may make payments accordingly.

11.5 Return of Escrowed Loan Amount. All or any portion of the Escrowed Loan Amount that remains in the Loan Escrow Account on the Maturity Date shall be promptly transferred by the Escrow Agent to the account of the Administrative Agent listed in Schedule 2.2 for immediate distribution to the Tranche B Lenders in accordance with their *pro rata* share of the Tranche B Loans and the receipt by each Tranche B Lender of its *pro rata* share of such returned portion of the Escrowed Loan Amount shall constitute a repayment of the corresponding amount of the Tranche B Loans held by such Tranche B Lenders for purposes of this Agreement.

11.6 Taxes. The parties hereto intend that the Tranche B Borrower and/or its Affiliates be treated as the owner of the portion of the Escrowed Loan Amount it funded into the Loan Escrow Account for all purposes including U.S. federal and applicable state and local income tax purposes. The Escrow Agent shall have no responsibility for the tax consequences of this Agreement and the parties hereto shall consult with independent counsel concerning any and all tax matters. As applicable, the parties hereto shall provide the Escrow Agent with IRS Form W-9 and an original IRS Form W-8, as applicable, for each payee, together with any other documentation and information reasonably requested by the Escrow Agent in

connection with the Escrow Agent's reporting obligations under applicable IRS regulations, if any. The Tranche B Borrower and/or its Affiliates agree to assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and indemnify and hold the Escrow Agent harmless pursuant to Section 11.6 hereof from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges, if any, that may be assessed or asserted against the Escrow Agent and shall reimburse the Escrow Agent for any such amounts paid thereby within two (2) Business Days of request therefor by the Escrow Agent. All payments to be made to the Escrow Agent under this Agreement must be made without any set-off or counterclaim and free from any deduction or withholding for or on account of any tax.

11.7 Escrow Agent Duties.

(a) The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including, but not limited to, any trust or fiduciary duty, shall be created or implied.

(b) Notwithstanding anything to the contrary, the Escrow Agent has no knowledge of, nor any obligation to comply with, nor any responsibility for, the terms and conditions of any Loan Document (except as set forth in Section 11.7(f)) nor other agreement among the parties hereto and the Escrow Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall the Escrow Agent be required to determine if any party hereto has complied with any other agreement or document.

(c) The Escrow Agent shall have no knowledge of, or duty to determine, or responsibility for, whether any conditions to Section 5.3 have been satisfied or waived. The Escrow Agent shall have no duty or obligation to (i) ensure that funds withdrawn from the Loan Escrow Account are applied for the purpose for which they are withdrawn, (ii) ensure that any Loan Withdrawal Notice or other instruction, direction or notice by the Tranche B Lenders and the Tranche B Borrower is accurate, correct or duly authorized or (iii) verify or ascertain whether the Tranche B Lenders and the Tranche B Borrower have fulfilled their obligations under this Agreement or any other agreements relating to the Loan Escrow Account or any moneys in the Loan Escrow Account.

(d) Notwithstanding the terms of any other agreement between the parties hereto, the terms and conditions of this Agreement shall control the actions of the Escrow Agent with respect to the Escrowed Loan Amount.

(e) The Escrow Agent may conclusively rely upon any Enforceable Order, legal opinion, written notice, document, instruction or request delivered by the parties hereto believed by it in good faith to be genuine and to have been signed by an authorized representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and the Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy, legality, effectiveness, adequacy, completeness, enforceability or content of any such document, notice, instruction or request (including, without limitation, any Loan Withdrawal Notice) and will have no liability with respect to any of the foregoing.

(f) The Escrow Agent is not bound by (and will be deemed not to have notice of) the provisions of any agreement between the Tranche B Lenders and the Tranche B Borrower except Sections 5.3, 9.6, 10 to the extent that such provisions are directly applicable to the Escrow Agent and this Section 11 and any Loan Withdrawal Notice and any implied duties or obligations of the Escrow Agent are excluded to the fullest extent permitted by law.

(g) The Escrow Agent shall not be under any duty or obligation to exercise any greater degree of care in respect of moneys standing to the credit of the Loan Escrow Account than it gives to its own similar property.

(h) The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the reasonable opinion or advice of such counsel or other advisors. The Loan Parties (or, to the extent not paid or reimbursed by any Loan Party pursuant to the terms hereof, the Tranche B Lenders pursuant to Section 9.12 (*Indemnity; Damage Waiver*)) shall promptly pay, upon demand, the fees and properly incurred expenses of any such counsel or other advisors.

(i) The parties hereto agree to perform or cause to be performed all further acts and things, and execute and deliver such further documents, as may be required by law or as the Escrow Agent may reasonably request in connection with its duties hereunder.

(j) THE ESCROW AGENT SHALL NOT BE LIABLE TO ANY PERSON FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A FINAL AND NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION, WAS THE CAUSE OF ANY DIRECT LOSS TO ANY PARTY HERETO.

(k) The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

(l) In the event the Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any party hereto which in the Escrow Agent's good faith judgment conflict with the provisions of this Agreement, or if the Escrow Agent receives conflicting instructions from the parties hereto, the Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a written instructions of the Required Lenders and the Tranche B Borrower or (ii) a final and binding and non-appealable court order issued by a court of competent jurisdiction (it being understood that the Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader.

(m) The Escrow Agent shall have no liability to the parties hereto or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrowed Loan Amount or any delay in or with respect to any other action required or requested of the Escrow Agent.

(n) The Escrow Agent shall have no liability to the parties hereto or any other person with respect to any failure or delay in acting upon any communication by reason of any cause beyond the Escrow Agent's control, including, without limitation, any breakdown or failure of transmission, or in the case of any corrupted, lost, delayed or incomplete transmission.

(o) The Escrow Agent shall have no duty to solicit any payments which may be due to it or the Escrowed Loan Amount, nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. Without limiting the generality of the

foregoing, the Escrow Agent shall have not be required under any circumstances to cause the Loan Escrow Account to be overdrawn.

(p) The rights, privileges and immunities of the DIP Agents otherwise set forth in this Agreement and the other Loan Documents shall apply to the actions of the Escrow Agent hereunder. In the event of an inconsistency between the provisions included in this Agreement with respect to the DIP Agents and as included in this Section 11 with respect to the Escrow Agent, those provisions which are more beneficial to the Escrow Agent shall prevail. The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties.

(q) ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), IRRESPECTIVE OF WHETHER OR NOT FORESEEABLE OR EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. The provisions of this Section 11.7(q) shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(r) The Escrow Agent may perform any duties hereunder either directly or by or through agents and attorneys and the Escrow Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it under this Agreement.

(s) The parties to this Agreement are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the appropriate state. The Escrow Agent shall have no liability to any of the Tranche B Borrower or the Tranche B Lenders or their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property be subject to escheat.

11.8 Indemnity of the Escrow Agent. Without limiting the application of any provision of this Agreement, the indemnity of the Borrowers under Section 10.5(b) (Payment of Expenses; Indemnity) and the indemnity of the Lenders under Section 9.12 (Indemnity; Damage Waiver) shall apply to the Escrow Agent (and its directors, officers, agents and employees) mutatis mutandis. In addition to the foregoing, the Escrow Agent shall incur no liability and shall be indemnified and held harmless by the Borrowers and Lenders for, or in respect of, any actions taken, omitted to be taken or suffered to be taken in good faith by the Escrow Agent in reliance upon any signature, endorsement, assignment, certificate, order, request, notice, instruction or other instrument or document believed to be valid and genuine.

The provisions of this Section 11.8 and Section 11.9 below shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

11.9 Escrow Agent's Fees and Expenses. For services rendered under this Agreement, the Escrow Agent will be entitled to reasonable fees as previously agreed to in writing between the Borrowers and the Escrow Agent. The Borrowers has agreed to pay such fees and to reimburse the Escrow Agent for reasonable and documented out-of-pocket expenses and disbursements of (a) one firm of counsel, which shall be Mayer Brown LLP, (and in the event of an actual conflict of interest one additional counsel for such affected parties) and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by the Escrow Agent and such other counsel and any other advisor or consultant to the Escrow Agent and (b) all the actual costs and reasonable expenses incurred in connection with the services rendered per the terms of this Agreement.

In the event that any fees and expenses owed to the Escrow Agent (or its counsel) pursuant to this Section 11.9 are not paid to the Escrow Agent within ninety (90) calendar days following presentation of an invoice for payment of such fees and expenses, then the Escrow Agent may, without further action or notice, pay such fees from the Escrowed Loan Amount and may sell, convey or dispose of any Escrow Loan Amount for such purpose. The Escrow Agent shall have a prior lien on the Escrowed Loan Amount with respect to its unpaid fees and non-reimbursed expenses (including those of its agents and counsel, if applicable) preceding the interests of any other person or entity.

Additionally, the Escrow Agent is authorized to maintain all such withholdings and deductions as are required by applicable law or regulation to be made by it from any payments required to be made by it under this Agreement and to account to the relevant governmental authority in respect of the same; and retain in the Loan Escrow Account such amount as it reasonably considers sufficient to cover any such tax, levy, import duty or other charge or withholding of a similar nature (including any related penalty or interest).

All payments to be made to the Escrow Agent under this Agreement must be made without any set-off or counterclaim and free from any deduction or withholding for or on account of any tax. If Borrowers or Lenders are required by law to make any such deduction or withholding it must: (a) pay to the Escrow Agent any additional amount as may be necessary to ensure that the Escrow Agent receives the full amount of the relevant payment as if that deduction or withholding had not been made and (b) supply promptly to the Escrow Agent evidence satisfactory to the Escrow Agent that it has accounted to the relevant government authority for the withholding or deduction.

11.10 Following Court Orders. In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (each, a "Directive") is served with respect to any of the Escrowed Loan Amount that remains in the Loan Escrow Account, or the delivery thereof shall be stayed or enjoined by a Directive, the Escrow Agent is hereby expressly authorized to obey and comply with all such Directives so entered or issued, and in the event that the Escrow Agent obeys or complies with any such Directive it shall not be liable to either of the parties hereto or to any other person by reason of such compliance, notwithstanding such Directive is subsequently reversed, modified, annulled, set aside or vacated.

11.11 Refusal to Act. The Escrow Agent shall not be obliged to make any payment under any Loan Withdrawal Notice or otherwise to act on any request or instruction notified to it under this Agreement: (i) if, in the Escrow Agent's reasonable opinion, it conflicts with any provision of this Section 11 or otherwise does not comply with the requirements of this Agreement; or (ii) in the event that the Escrow Agent in good faith is in doubt as to what action it should take under this Agreement; or (iii) in the event of any disagreement between Borrowers and Lenders resulting in conflicting claims or demands being made in connection with the Escrowed Loan Amount; or (iv) in the event that the amount or amounts which the Escrow Agent is required to pay from the Loan Escrow Account exceeds the Escrowed Loan Amount. If the Escrow Agent refuses to make any payment or otherwise to act on any request or instruction given to it under this Agreement, it shall, as soon as reasonably practicable, notify the Tranche B Borrower and the Tranche B Lenders of the decision not to act and thereafter its sole obligation shall be to retain the Escrowed Loan Amount until directed otherwise in writing by the Required Lenders or by an Enforceable Order.

11.12 Termination of the Escrow Agent's Duties. The Escrow Agent's obligations hereunder will be discharged and its duties will terminate upon the occurrence of any of the following events: (a) the Escrow Agent has distributed all of the Escrowed Loan Amount pursuant in accordance with this Agreement, or (b) the Escrow Agent has resigned in accordance with Section 9.6. Termination will be without prejudice to the completion of transactions already initiated.

11.13 **Force Majeure**. The Escrow Agent shall not be required to perform any of its obligations under this Agreement if it is prevented from so doing by the occurrence of any event due to any cause beyond its control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, sabotage, epidemic, riots, nuclear or natural catastrophes, or acts of God, and interruptions, loss or malfunctions of unitalities, communications or computer (software and hardware) services, acts of civil or military authority or governmental action, or if such performance would result in the Escrow Agent or its immediate or ultimate parent company being in breach of any law, regulation, ordinance, rule, directive, judgment, order or decree binding on the Escrow Agent or its property or on its immediate or ultimate parent company. The Escrow Agent may act or refrain from acting under this Agreement and may do anything which (in its reasonable opinion after consulting with counsel) is necessary to comply with any such law, regulation, ordinance, rule, directive, judgment, order or decree. The Escrow Agent may use (and its performances will be subject to the rules of) any communications, clearing or payment systems, intermediary bank, or other system.

11.14 **USA Patriot Act**. The parties hereto acknowledge that in accordance with Section 326 of the Patriot Act, the Escrow Agent, in order to help fight the funding of terrorism and prevent money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Escrow Agent. The parties to this Agreement agree that they will provide the Escrow Agent with such information as it may request, including all applicable tax documentation, in order for the Escrow Agent to satisfy the requirements of the Patriot Act.

[*Remainder of Page Intentionally Left Blank; Signature Pages Follow*]