

Court File No. 31-2946538

Estate No. 31-2946538

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

MOTION RECORD
returnable June 5, 2023
(Sale Procedures and Stalking Horse Approval and Vesting Order)

May 23, 2023

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J
Tel: 416. 202.6707
jennifer.stam@nortonrosefulbright.com
Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com
Meghan Parker LSO#: 85866R
Tel: 613.780.1530
meghan.parker@nortonrosefulbright.com

Lawyers for the Applicants

TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

TABLE OF CONTENTS

Tab	Description	Page
1	Notice of Motion dated May 23, 2023	1
2	Affidavit of Jeffrey Varsalone sworn May 23, 2023	11
	Exhibit A – Corporate Profile of DecisionOne Corporation (New Brunswick)	31
	Exhibit B – CRO Engagement Letter dated January 14, 2023	33
	Exhibit C – Fourth Amendment to the Term Facility Agreement, dated March 28, 2023	44
	Exhibit D – Canadian Guaranty and Security Agreement dated December 21, 2020 and applicable Joinder dated January 18, 2022	234
	Exhibit E – Demand Letter and Notice of Intention to Enforce Security dated April 26, 2023	337
	Exhibit F – Personal Property Security Registries for Ontario and New Brunswick	345
	Exhibit G – Unaudited Financial Statements for DecisionOne Corporation for the year ended December 31, 2022	354
	Exhibit H – Notice of Intention to Make a Proposal of DecisionOne Corporation dated May 19, 2023	359
	Exhibit I – Asset Purchase Agreement between DecisionOne Corporation and STC Lender LP dated May 22, 2023	361

Tab	Description	Page
	Exhibit J – Proposed Sale Process	403
3	Draft Order (Sale Procedures and Stalking Horse Approval and Vesting Order)	409
4	Blackline of Draft Order (Sale Procedures and Stalking Horse Approval and Vesting Order) to the Model Approval and Vesting Order	424

ТАВ 1

Court File No. 31-2946538

Estate No. 31-2946538

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

NOTICE OF MOTION
(Sale Procedures and Stalking Horse Approval and Vesting Order)

The Debtor, DecisionOne Corporation (“**D1 Canada**”), will make a Motion to a Judge of the Commercial List on June 5, 2023 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

(videoconference details to be provided)

If you intend to attend at the motion, please confirm by email to Katie Parent (katie.parent@nortonrosefulbright.com).

THE MOTION IS FOR AN ORDER:

- (a) If necessary, abridging the time for service of the Notice of Motion and Motion Record in respect of this motion and dispensing with further service thereof;
- (b) Approving the Sale Procedures (defined below) and authorizing the Proposal Trustee (defined below), in consultation with D1 Canada and its advisors, to carry out the Sale Procedures and to take such steps and execute such documentation as may be necessary or incidental to the Sale Procedures;
- (c) Subject to certain conditions, approving the sale of assets contemplated in an Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between D1 Canada and STC Lender LP (the “**Purchaser**”) (the “**Transaction**”);
- (d) Extending the time for D1 Canada to file a proposal to July 19, 2023;
- (e) Approving the First Report of the Proposal Trustee (as defined below) and the activities described therein; and
- (f) Such further and other relief as to the Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) In 2022 and prior years, D1 Canada and its affiliates carried on an IT hardware procurement, service and solutions business in Canada and the United States. There were two aspects to the business:

- (i) one operated historically by Soroc Technology Inc. and Soroc Technology Corp. (collectively, “**Soroc**”); and
- (ii) the other operated historically by D1 Canada and its direct US parent (“**D1 US**” and, together with D1 Canada, “**DecisionOne**”);

(b) The D1 Canada business has traditionally been an ancillary portion of the broader North American service offering primarily operated by D1 US;

(c) While the Soroc business was historically cash flow positive, DecisionOne was persistently negative cash flow business;

(d) The annual revenues of D1 Canada in 2022 were less than \$5 million, which was approximately 4% of the annual revenues of DecisionOne overall;

(e) The losses from DecisionOne were unsustainable;

(f) By November 2022, multiple events of default had occurred and were continuing under secured debt facilities of Soroc and DecisionOne;

(g) As a result of these events of default, the agent under the secured term loan facility (the “**Term Loan Agent**”) declared the obligations thereunder totalling not less than \$97.4 million to be immediately due and payable;

(h) A number of restructuring alternatives in the best interests of the DecisionOne and Soroc business segments were explored during the period from November 2022 to March 2023;

- (i) Those efforts resulted in a determination that the best value maximizing option was a sale of these businesses that could produce value if operated by a purchaser free and clear of existing obligations and liabilities;
- (j) In March of this year, through a series of credit bid and security enforcement transactions in the United States, the substantial majority of the corporate group's operations (including D1 US) were sold to an affiliate acting on behalf of the lenders under the secured term loan facility (the "**Lender Affiliate**");
- (k) D1 Canada's assets are the only remaining operating assets to be divested;
- (l) D1 Canada employs approximately 20 people in Canada, as compared to the over 400 people who were employed by D1 US in the United States prior to the sale of the D1 US business;
- (m) D1 Canada has been dependent upon D1 US for various operational, administrative and marketing support functions;
- (n) D1 Canada cannot sustain its operations on a standalone basis and is not in a position to satisfy its significant debt obligations that have become due;
- (o) On May 19, 2023, D1 Canada filed a Notice of Intention to Make a Proposal (the "**NOI**") for the purpose of carrying out a sale of its business and assets, and KPMG Inc. was appointed Proposal Trustee of D1 Canada (the "**Proposal Trustee**");

Stalking Horse Bid and Sale Procedures

- (p) Pursuant to sale procedures proposed at this time (the "**Sale Procedures**"), D1 Canada is offering to sell all of its right, title and interest in and to all of its assets or business;

- (q) The Proposal Trustee will conduct the Sale Procedures on behalf of D1 Canada;
- (r) The Sale Procedures set out a stalking horse process based upon a stalking horse credit bid transaction submitted by a subsidiary of the Lender Affiliate, acting on behalf of the lenders under the secured term loan facility (the "**Stalking Horse APA**");
- (s) The material terms of the Stalking Horse APA are set out below:
 - (i) the purchaser would acquire, on an 'as is, where is' basis the majority of the business and assets of D1 Canada;
 - (ii) the purchaser will assume compensation obligations in respect of the substantial majority of employees of D1 Canada that are designated as "Transferred Employees" who will be employed by the purchaser;
 - (iii) the purchase price will be a release of obligations under the senior secured facility in the amount of US\$3,000,000 and the assumption of the enumerated assumed liabilities;
 - (iv) closing of the transaction is conditional upon, among other things, receipt of Court approval of the transaction on or prior to June 6, 2023 and closing of the transaction on or before June 30, 2023 (as may be extended);
 - (v) conditions to closing are customary for a transaction of this type, and include delivery of an independent security opinion by counsel to the Proposal Trustee on the security held by the Term Loan Agent;
 - (vi) the Stalking Horse APA does not provide for any break fee or expense reimbursement in favour of the purchaser;

(t) The proposed Sale Procedures are summarized below:

- (i) the Proposal Trustee, in consultation with D1 Canada, has prepared a list of known potential bidders;
- (ii) the Proposal Trustee, in consultation with D1 Canada has prepared a process summary document describing the opportunity and inviting recipients to participate in the bidding process. The process document will be delivered to the known potential bidders and will be delivered to any other party requesting a copy;
- (iii) interested parties may also have access to an electronic data site containing confidential information, subject to entry into a proposed form of non-disclosure agreement;
- (iv) the deadline for binding bids based on the form of the Stalking Horse APA shall be June 20, 2023;
- (v) all bids must satisfy certain minimum criteria regarding (i) the amount of cash and non-cash consideration offered, (ii) the irrevocable period for bids, which must be at least until a prescribed outside date; (iii) the form of a final and binding transaction agreement based upon the Stalking Horse APA form; and (iv) a cash deposit of 10% of the purchase price offered;
- (vi) all potential transactions must be submitted on an 'as is, where is' basis;
- (vii) if one or more qualified bids is received by the applicable bid deadline, the Proposal Trustee may elect to conduct an auction;

- (viii) if no qualified bids (other than the Stalking Horse APA) are received by the bid deadline, then the parties shall proceed to complete the transaction contemplated by the Stalking Horse APA;
- (ix) D1 Canada will request that the Court approve the implementation of the Stalking Horse APA at the current time on the condition that no alternative qualified bids are received by the bid deadline to avoid the additional cost of further a further motion for sale approval;
- (u) Sale of the D1 Canada business must proceed on an expedited basis at this time to preserve any going concern value of the D1 Canada business;
- (v) That sale will benefit the employees, vendors and customers of the D1 Canada business and will maximize recovery for the secured lenders;
- (w) Based upon the balance of senior secured debt at this time and the financial performance of the D1 Canada business and assets, it appears that the senior secured lenders are the remaining creditors who have an economic interest in those assets;
- (x) Based upon restructuring efforts to date, it does not appear there is a better viable alternative to the proposed sale process;

Approval of the Stalking Horse APA

- (y) If, as a result of the proposed sale process, no transaction is identified that provides a higher or otherwise better binding offer for the D1 Canada assets than the Stalking Horse APA, then the only remaining alternative will be to implement the Stalking Horse APA;

- (z) In that circumstance, the Stalking Horse APA will be the only alternative to preserve jobs and customer relationships and avoid a liquidation, in which returns would be limited to recovery of any available accounts receivable;
- (aa) The Stalking Horse APA, if implemented, will be the result of a thorough marketing process conducted for several months that was targeted at the specific parties who would likely be interested in acquiring these assets;

Extension of Time to File Proposal

- (bb) The proposed D1 Canada Sale Procedures may run for a period of longer than thirty days after the filing of the NOI;
- (cc) As such, an extension of the time to file a proposal in these proceedings may be required and for efficiency is being sought at this time;
- (dd) The requested extension of the time to file a proposal to July 19, 2023 is consistent with the latest end date for the proposed sale process;
- (ee) D1 Canada has acted and will continue to act in accordance with the Sale Procedures in good faith and with due diligence toward completion of a transaction;
- (ff) Creditors will not be materially prejudiced by the proposed extension which is necessary to give effect to the Sale Procedures to arrive at a value maximizing transaction;
- (gg) Such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (hh) The affidavit of Jeffrey Varsalone, sworn May 23, 2023;

- (ii) The First Report of the Proposal Trustee to be filed; and
- (jj) Such further and other evidence as counsel may advise and this Court may permit.

May 23, 2023

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com

Meghan Parker LSO#: 85866R
Tel: 613.780.1530
meghan.parker@nortonrosefulbright.com

Lawyers for DecisionOne Corporation

TO: THE SERVICE LIST

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.
1985, c. B-3, AS AMENDED OF DECISIONONE CORPORATION, A
CORPORATION FORMED UNDER THE LAWS OF NEW BRUNSWICK

Court File No. 31-2946538
Estate No. 31-2946538

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**NOTICE OF MOTION
(SALE PROCEDURES AND STALKING HORSE
APPROVAL AND VESTING ORDER)**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com

Meghan Parker LSO#: 85866R
Tel: 613.780.1530
meghan.parker@nortonrosefulbright.com

Lawyers for DecisionOne Corporation

ТАВ 2

Court File No. 31-2946538

Estate No. 31-2946538

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

**AFFIDAVIT OF JEFFREY VARSALONE
(sworn May 23, 2023)**

I, Jeffrey Varsalone, of the City of Bedford in the state of New Hampshire, MAKE OATH
AND SAY:

1. I am the Chief Restructuring Officer (the “**CRO**”) of DecisionOne Corporation (“**D1 Canada**”). I am also the Chief Restructuring Officer of DecisionOne Corporation (Delaware) (“**D1 US**”), which is the direct parent corporation of D1 Canada, and of Soroc Technology Holdings LLC (“**Soroc Holdings**”), which is the parent corporation of D1 US. I have held that position since December, 2022. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated. As discussed in greater detail below, my engagement with D1 Canada and its affiliates is relatively recent. As such, I must rely upon the records of D1 Canada and its affiliates and my discussions with the current and former management of D1 Canada and its affiliates to inform my understanding of the historical context. Where I have relied upon other sources of information, I believe such information to be true.

2. I swear this affidavit in support of a motion by D1 Canada for an Order pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), approving certain

bidding procedures for its business and assets and approving a stalking horse asset purchase agreement (the “**D1 Canada Stalking Horse Bid**”) for those assets with STC Lender LP, as purchaser (the “**Stalking Horse Purchaser**”).

I. INTRODUCTION

3. D1 Canada, D1 US and Soroc Holdings, and their affiliates operated North American IT services businesses that faced significant financial challenges, secured debt defaults and liquidity constraints in late 2022 and have engaged in extensive restructuring efforts over the past several months.

4. The D1 Canada business functioned as the Canadian affiliate of a much larger business of D1 US, representing a tiny fraction (approximately 4%) of the overall revenue of the business. In March of this year, through a series of credit bid and security enforcement transactions in the United States, the substantial majority of the corporate group’s operations (excluding assets of D1 Canada) were sold to an affiliate of their senior secured lenders (the “**Credit Bid Transactions**”).

5. D1 Canada’s assets are the only remaining operating assets to be divested. D1 Canada’s remaining business does not generate sustainable positive cash flow on a stand-alone basis and its liquidity is insufficient to continue as a going concern. Accordingly, it must proceed efficiently and expeditiously to implement a transaction for those remaining D1 Canada assets. D1 Canada has filed a Notice of Intention to Make a Proposal under Division I, Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, for the purpose of proceeding with a stalking horse transaction solicitation process.

6. D1 Canada has negotiated the D1 Canada Stalking Horse Bid for the acquisition of the majority of its remaining assets. Similar to the prior Credit Bid Transactions, the D1 Canada Stalking Horse Bid is also a credit bid. The Stalking Horse Purchaser is an affiliate of the senior

secured lenders. The proposed D1 Canada Stalking Horse Bid will ensure that the significant majority of D1 Canada's employees will continue to have employment and the business's customers will continue to have a service provider going forward.

7. The Stalking Horse Purchaser is the logical party to acquire the D1 Canada assets. The D1 Canada business has not been a stand-alone business. As noted above, D1 Canada functioned as the Canadian affiliate of the much larger business of D1 US that has already been acquired by an affiliate of the Stalking Horse Purchaser through the prior Credit Bid Transactions, and it continues to service many overlapping customers with D1 US under combined master services agreements. D1 Canada has been dependent upon D1 US for various operational, administrative and marketing support functions. Accordingly, there is a reasonable basis to conclude the value of the D1 Canada business is maximized if it remains a supported affiliate of the D1 US business.

8. As discussed in greater detail below, given the amount of secured debt owing to the senior secured lenders and the limited scope of the D1 Canada assets as well as efforts to sell those assets to date, no third party has been identified that would pay a sufficient amount for the D1 Canada assets to fully satisfy the outstanding senior secured debt obligations of D1 Canada. As a result, the credit bid by the senior secured lenders that is proposed through the D1 Canada Stalking Horse Bid is likely the best available transaction for those financial stakeholders with an economic interest in the D1 Canada assets.

9. D1 Canada seeks to implement a stalking horse process to verify if any other parties are willing, on an expedited timeline, to provide greater value for the D1 Canada business than the D1 Canada Stalking Horse Bid. If no such transaction materializes, the intention is to complete the D1 Canada Stalking Horse Bid immediately.

10. References to "\$" or "dollars" herein are to U.S. dollars, for ease of reference.

II. BACKGROUND OF D1 BUSINESS

11. In 2022 and prior years, D1 Canada, D1 US and Soroc Holdings, and their affiliates carried on an IT hardware procurement, service and solutions business in Canada and the United States.

There were two aspects to the business:

- (a) one operated historically by Soroc Technology Inc. (“**Soroc Canada**”) and Soroc Technology Corp. (“**Soroc US**” and collectively, “**Soroc**”); and
- (b) the other operated historically by D1 Canada and D1 US (collectively, “**DecisionOne**”).

12. Based on my discussions with other members of management of Soroc and DecisionOne and with their creditors, and review of available documentation, I have been informed that:

- (a) Soroc was founded over forty years ago serving customers primarily in the Canadian market. Soroc was historically a stable and mature business with long-standing customer relationships.
- (b) In 2020, Soroc was purchased by a U.S. private equity firm, CenterGate Capital Partners I, L.P. (“**CenterGate**”).
- (c) After CenterGate’s acquisition of Soroc, there was a determination made to acquire DecisionOne in early 2022 (the “**D1 Acquisition**”).
- (d) The D1 Acquisition was funded primarily through incremental debt financing under an existing secured Term Facility (defined below) for which White Oak Global Advisors, LLC acts as successor administrative agent (in such capacity, the “**Term Loan Agent**”).
- (e) The additional debt resulting from the D1 Acquisition increased the leverage and debt service costs of Soroc and DecisionOne under their credit facilities. In particular, the principal amount of the Term Facility was increased by US \$72 million, in addition to the CDN \$35.1 million already funded thereunder.

13. The acquisition of DecisionOne did not lead to the commercial benefits anticipated. In particular, DecisionOne was, from the time of acquisition, a persistently negative cash flow business. The losses from DecisionOne were unsustainable in view of the size of DecisionOne and the additional leverage and debt service costs resulting from its acquisition.

14. By November 2022, multiple events of default had occurred and were continuing under the Term Facility, including defaults related to a failure to satisfy certain leverage ratios. As a result of these events of default, the Term Loan Agent declared the obligations under the Term Facility, then totalling not less than US \$97.4 million, to be immediately due and payable. In addition, the Term Loan Agent elected to exercise an irrevocable proxy it held under the Term Facility to replace the boards of directors (or board of managers, if applicable) (the “**Board**”) of each of the Soroc and DecisionOne entities. As a result of that process, I along with Sam Humphreys were appointed to the Boards of the DecisionOne entities and various Soroc entities and each then current member of the Board resigned from their positions.

15. Mr. Humphreys and I explored a number of restructuring alternatives in the best interests of the DecisionOne and Soroc business segments during the period from November 2022 to March 2023. Those efforts resulted in a determination that the best value maximizing option was a sale of these businesses that could produce value if operated by a purchaser free and clear of existing obligations and liabilities.

III. DECISIONONE CORPORATION (DELAWARE) AND DECISIONONE CORPORATION (NEW BRUNSWICK)

16. D1 US is a U.S. corporation incorporated under the laws of Delaware. The headquarters of D1 US, after the D1 Acquisition, were 607 Chrislea Road, Woodbridge, Ontario, L4L 8A3.

17. D1 Canada is a Canadian corporation continued under the laws of New Brunswick. Its registered office is 44 Chipman Hill, P.O. Box 7289, Stn A 1000, Saint John, New Brunswick, E2L

4S6. The headquarters of D1 Canada are also 607 Chrislea Road, Woodbridge, Ontario, L4L 8A3. A copy of the corporate profile of D1 Canada, as of May 16, 2023, is attached hereto as Exhibit "A".

18. Because of the partially overlapping and complementary business lines of DecisionOne and Soroc, the executive management of both business lines was centralized at the historical Soroc head office in Woodbridge, Ontario.

19. D1 Canada's administrative and other support functions were undertaken from the head office in Woodbridge, Ontario.

20. DecisionOne carried on the business of providing technology support services in North America. Those services included: IT asset management, including planning, procurement, upgrades and dispositions; staffing augmentation; general day-to-day IT support services; technology consulting; and digital signage.

21. DecisionOne focused primarily on United States customers, with some Canadian presence. DecisionOne's customer base was broadly spread with relationships primarily as a service sub-contractor for other similar service providers as opposed to direct end customers. The D1 Canada business has traditionally been an ancillary portion of the broader North American service offering of DecisionOne. The annual revenues of D1 Canada in 2022 were less than \$5 million, which was approximately 4% of the annual revenues of DecisionOne overall in Canada and the United States.

22. D1 Canada employs approximately 20 people in Canada, as compared to the over 400 people who were employed by D1 US in the United States prior to the sale of the D1 US business. Operations staff are generally deployed to customer sites and, as such, do not work primarily out of any particular office of DecisionOne.

23. As a result of a sale of the D1 US business and assets through the prior Credit Bid Transactions, the DecisionOne business that remains under the control of D1 Canada is limited to the services offered by those approximately 20 Canadian employees who service Canadian customers, supported by a transition services arrangement with D1 US.

24. D1 Canada does not have a unionized workforce.

25. D1 Canada does not currently maintain any pension plans.

26. Due to the service-based nature of the D1 Canada business, its operations do not depend upon substantial property, plant, equipment or inventory. The key value drivers for the business are:

- (a) Master service agreements and tailored work orders entered into with large corporate clients;
- (b) Vendor relationships with suppliers who provide the IT hardware that complements the DecisionOne service deliveries; and
- (c) Experienced technical staff.

IV. GOVERNANCE MATTERS

A. The Board

27. As set out above, Mr. Humphreys and I were appointed to the board of directors of D1 Canada on November 2, 2022 through the exercise by the Term Loan Agent of an irrevocable proxy it held under the Term Facility to vote the equity interests in D1 Canada, among others.

28. I have previously served in such roles in connection with other matters involving White Oak Global Advisors, LLC. However, in all cases, I have served as an independent appointee and I am not an employee or contractor of White Oak Global Advisors, LLC, nor do I have any financial

interest in or gain as a result of the profitability of White Oak Global Advisors, LLC. I am advised by Mr. Humphreys (and also know from experience) that he is in a similar position.

B. My Appointment as CRO

29. In December 2022, Mr. Humphreys, being the sole independent member of the Board on the matter, approved my appointment as CRO along with the engagement of my former firm, G2 Capital Advisors, LLC (“**G2**”). In January 2023, I left G2 to start my own firm, VRS Restructuring Services, LLC (the “**CRO Firm**”). As a result, on January 14, 2023, I signed a new engagement letter with Soroc Holdings to continue the engagement with the CRO Firm and my role as CRO (the “**CRO Engagement Letter**”). A copy of the CRO Engagement Letter is attached as Exhibit “B” hereto.

V. TERM FACILITY

30. On December 21, 2020, Soroc Canada and Soroc Holdings, as borrowers, among others, entered into that certain Loan Agreement (the “**Term Facility Agreement**”), with White Oak Global Advisors, LLC, as lender representative and lead arranger, HSBC Bank USA, National Association, as predecessor administrative agent (subsequently replaced by White Oak Global Advisors, LLC), and Fiera Comox Private Credit Opportunities Open-End Fund L.P. and White Oak Global Advisors, LLC, as lenders (collectively, with any successors, the “**Term Lenders**”), which governs a senior secured term loan facility (the “**Term Facility**”). A copy of the Fourth Amendment to the Term Facility Agreement, dated March 28, 2023, and attaching a conformed copy of the Term Facility Agreement is attached hereto as Exhibit “C”.

31. The obligations under the Term Facility are secured by general security interests granted by D1 Canada, among others. A copy of the Canadian Guaranty and Security Agreement provided by D1 Canada, dated December 21, 2020 and applicable joinder dated January 18, 2022, is attached hereto as Exhibit “D”.

32. The Term Facility has been in ongoing default for several months as a result of certain financial covenant breaches.

33. As of April 26, 2023, the principal obligations outstanding under the Term Facility were in excess of \$46 million (excluding non-recourse amounts). These balances are reflected in the demand letter and notice of intention to enforce security delivered by the Term Facility Agent on April 26, 2023 and attached as Exhibit "E".

34. As noted above, the only operating business with assets that remain to support the Term Facility is the D1 Canada business, which is limited to not more than 20 employees and had 2022 revenue of less than \$5 million.

35. The only known secured creditor of D1 Canada who has registrations against D1 Canada under the *Personal Property Security Act* in Ontario and New Brunswick is the Term Facility Agent and its predecessor. A copy of searches of the personal property security registries in each of Ontario and New Brunswick, current to May 15, 2023 for Ontario and May 16, 2023 for New Brunswick, which were provided by D1 Canada's counsel Norton Rose Fulbright Canada LLP, are attached as Exhibit "F" hereto.

VI. OTHER DEBT AND LIABILITIES

Vendor Liability

36. D1 Canada also has outstanding vendor liabilities owed for hardware orders to service customers. D1 Canada's estimated vendor liability as of May 5, 2023 was approximately US \$600,000. The majority of D1 Canada's accounts payable are aged over 90 days.

Customer Claims

37. D1 Canada also has service obligations to its customers and may have financial liability to certain of those customers. In particular, in March 2005, D1 Canada, D1 US and the Government of Canada entered into a settlement agreement (the “**DND Settlement Agreement**”) regarding certain alleged overpayments by the Government of Canada for services received from D1 Canada. In aggregate, the alleged overpayments were \$5,000,000. Pursuant to the DND Settlement Agreement, D1 Canada was to pay the Government of Canada \$500,000 upon execution and a balance of \$4,500,000 in annual instalments of 30% of D1 Canada’s earnings up to a maximum of \$450,000 per year. At the time of the D1 Acquisition in January 2022, a letter agreement was entered into between the parties to that acquisition regarding compensation between those parties with respect to any payment of the remaining outstanding liabilities under the DND Settlement Agreement.

Other Liabilities

38. In addition to the foregoing, D1 Canada is subject to certain former employee litigation arising from past alleged wrongful dismissals.

VII. D1 CANADA FINANCIAL CHALLENGES

39. Copies of the unaudited financial statements for D1 Canada for the year ended December 31, 2022, are attached as Exhibit “G” hereto and are shown in US dollars. Those financial statements show that D1 Canada has an accumulated deficit of over US \$15.1 million and that it has recognized a net loss of over US \$0.8 million during that period.

40. As of April 30, 2023, the book value of D1 Canada’s assets were approximately US \$0.9 million and its liabilities at book value were approximately US \$16.3 million. Further, D1 Canada’s current liabilities (at book value) exceed its current assets (at book value) by approximately US

\$10.4 million. D1 Canada had persistently negative net cash flow over the foregoing period and does not have sufficient liquidity to sustain going concern operations.

41. The marketable assets of D1 Canada are limited to certain customer contracts and accounts receivable.

VIII. EFFORTS TO PURSUE STRATEGIC ALTERNATIVES

42. When Mr. Humphreys and I were appointed to the Board, our immediate goal was to work together with Soroc's and DecisionOne's then advisors, to immediately consider options to restructure the businesses. Soroc and DecisionOne were facing severe liquidity constraints, growing vendor liabilities and had substantial funded debt obligations in default.

43. We considered options to achieve going concern sales of the Soroc business to maintain the value of that business and employment and engagement of approximately 800 employees and contractors. Following extensive consideration of restructuring options over a number of months, and discussions with lenders and shareholders regarding options to preserve the business, an out-of-court sale of the Soroc business to an affiliate of the lenders under the Term Facility acting on their behalf (the “**Lender Affiliate**”) was completed in March 2023 through the first of the Credit Bid Transactions. Through that transaction, Toronto-Dominion Bank as secured revolving facility lender to Soroc and DecisionOne, was repaid in full, and the debt owing under the Term Facility was materially reduced.

44. The Credit Bid Transaction for the Soroc business was completed following a marketing process in which no executable transactions were identified that would: (i) repay the Soroc and DecisionOne secured revolving credit facility; and (ii) provide consideration to the Term Facility Agent in excess of the credit bid amount. In contrast, the Credit Bid Transaction provided for cash consideration of approximately \$14.5 million that would repay the secured revolving facility.

45. With respect to the DecisionOne business, extensive efforts were also made to explore possible sales. Given the small number of industry players, I believe that the probable interested purchasers were reasonably canvassed to determine their interest. Six parties were contacted about the opportunity based upon input from G2 and from the financial advisory firm 909 Street, whose representatives were engaged in connection with the DecisionOne business. Those six parties were either competitors or operating complementary businesses. Detailed discussions about potential transaction structures and values for the D1 Canada and D1 US business were undertaken with three of those participants who submitted letters of intent (“**LOIs**”) setting out their proposed commercial terms for a transaction. Although interest was expressed by multiple parties in certain assets of DecisionOne, any potential transaction was complicated by a number of operational and financial issues that DecisionOne continued to experience and, ultimately, no actionable transaction was identified.

46. In March 2023, a determination was made to transfer the much larger D1 US business to a subsidiary of the Lender Affiliate, acting on behalf of the Term Lenders, through the second of the prior Credit Bid Transactions to partially address the amounts due and owing under the Term Facility, which was structured as a foreclosure process under the *Uniform Commercial Code* in the United States (the “**D1 US Sale**”). The D1 US Sale resulted in a further reduction in the Term Facility and preserved employment for approximately 200 employees of D1 US. The D1 Canada assets were not included in the D1 US Sale as the D1 Canada assets could not be transferred under the US foreclosure procedures and concerns about potential liabilities of D1 Canada could not be adequately diligence and resolved on the timeline required.

47. The D1 US Sale resulted in a reduction of DecisionOne’s obligations under the Term Facility by US \$10 million. This represented the highest and best offer for the assets that were the subject of the D1 US Sale when compared to the other LOIs received as described above.

48. As a result of the above process, the only remaining operating assets of DecisionOne and Soroc that have not been sold are the limited operations and assets of D1 Canada.

49. As noted above, the outstanding principal obligations under the Term Facility remain over \$46 million (excluding non-recourse amounts) after accounting for the debt reductions through the Soroc and D1 US transactions described above.

IX. THE D1 CANADA STALKING HORSE BID AND SALE PROCESS

50. In my experience, companies that operate in the IT procurement and service industry are particularly vulnerable in the context of an insolvency proceeding due to the nature of customer contracts, which generally allow customers to pivot to other suppliers when orders are not filled, and the supply of inventory which is typically procured on a purchase order basis. This industry is also relatively small with only a few operators who would potentially have a strategic interest in these assets, reducing the likelihood of a strategic buyer purchase.

51. In connection with the prior and proposed sale processes for D1 Canada, I believe the following factors are particularly relevant:

- (a) As noted above, the majority of the DecisionOne business assets have already been sold through the D1 US transaction. The revenue generated by the D1 Canada business annually is a small percentage of the remaining outstanding secured debt under the Term Facility.
- (b) The D1 Canada business depends upon D1 US for various support services under a temporary transition services arrangement.
- (c) Potential purchasers in the context of the marketing process for the broader DecisionOne business did not indicate an interest in acquiring the D1 Canada business on a standalone basis at that time.

52. I do not believe the D1 Canada business can be sold outside of a court-supervised process as purchasers would require certainty of a court order providing that the D1 Canada assets are available free and clear of the liabilities identified above, including: (i) the Term Facility liabilities; (ii) outstanding vendor liabilities totalling over US \$600,000; and (iii) the potential obligations to the Government of Canada under the DND Settlement Agreement. The liabilities and encumbrances that D1 Canada is subject to appear to far exceed the value of the D1 Canada business based upon marketing efforts and available financial information.

53. For the purpose of establishing a court-supervised marketing and sale process, D1 Canada filed a Notice of Intention to Make a Proposal under Division I, Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, on May 19, 2023 (the “**NOI**”). KPMG Inc, has been appointed as trustee in those proceedings (in such capacity, the “**Proposal Trustee**”). A copy of the Certificate of Filing of the Notice of Intention to Make a Proposal is attached hereto as Exhibit “H”.

54. KPMG Inc. has been working with Soroc and DecisionOne for several months in connection with the broader restructuring of the corporate group.

The Stalking Horse Bid

55. Consistent with the prior transactions to acquire portions of the DecisionOne and Soroc businesses, the D1 Canada Stalking Horse Bid is a credit bid transaction with a subsidiary of the Lender Affiliate, acting on behalf of the Term Lenders.

56. The D1 Canada Stalking Horse Bid is in the form of an asset purchase agreement between D1 Canada and STC Lender LP, as the Stalking Horse Purchaser (the “**Stalking Horse APA**”). A copy of the Stalking Horse APA is attached hereto as Exhibit “I”.

57. The material terms of the Stalking Horse APA are set out below:

- (a) the Stalking Horse Purchaser would acquire, on an 'as is, where is' basis the majority of the business and assets of D1 Canada.
- (b) the Stalking Horse Purchaser will assume compensation obligations in respect of those employees of D1 Canada that are designated as "Transferred Employees" who will be employed by the Stalking Horse Purchaser. The Transferred Employees are the substantial majority of the employees of D1 Canada.
- (c) the purchase price will be a release of obligations under the Term Facility in the amount of US \$3,000,000 and the assumption of the enumerated assumed liabilities.
- (d) closing of the transaction is conditional upon, among other things, receipt of Court approval of the transaction on or prior to June 6, 2023 and closing of the transaction on or before June 30, 2023.
- (e) not less than five (5) days prior to the targeted closing date (or such other date as the parties may agree, acting reasonably), the Stalking Horse Purchaser shall make an offer of employment (an "**Offer**") to each employee it intends to employ, such Offer to be conditional and effective on the closing of the Stalking Horse Bid and on substantially similar terms and conditions of employment in the aggregate as provided by D1 Canada.
- (f) conditions to closing are customary for a transaction of this type, and include delivery of an independent security opinion by counsel to the Proposal Trustee on the security held by the Term Facility Agent.
- (g) the Stalking Horse APA does not provide for any break fee or expense reimbursement in favour of the Stalking Horse Bidder.

The Proposed D1 Canada Sale Process

58. The proposed sale process for the business and assets of D1 Canada is a 'stalking horse' sale process in which other interested parties are solicited for transactions that are higher or otherwise better than the D1 Canada Stalking Horse Bid.

59. The prior marketing efforts for the DecisionOne business over the period from November 2022 to March 2023 provided insight into the potentially interested purchasers of the D1 Canada business. Because the DecisionOne business was not cash flow positive on a standalone basis, it was primarily attractive to strategic acquirers seeking to acquire customers to incorporate into their own existing businesses. I believe the same conclusion would apply to the D1 Canada business on its own, particularly as the relatively small scale of the D1 Canada business, which generated consistently negative free cash flow, would not justify the cost of building out independent infrastructure to support that business on a standalone basis.

60. The above prior experience marketing the DecisionOne business and D1 Canada's limited liquidity has led to the conclusion that any sale process for the D1 Canada business on its own should be targeted and expedited. The proposed stalking horse sale process has been developed based upon that objective.

61. The proposed sale process, a copy of which is attached as Exhibit "J" hereto, is summarized below:

- (a) the Proposal Trustee, in consultation with D1 Canada, has prepared a list of known potential bidders.
- (b) the Proposal Trustee, in consultation with D1 Canada has prepared a process summary document describing the opportunity and inviting recipients to participate

in the bidding process. The process document has been delivered to the known potential bidders and any other party requesting a copy.

- (c) interested parties may also have access to an electronic data site containing confidential information, subject to entry into a proposed form of non-disclosure agreement.
- (d) the deadline for binding bids based on the form of the Stalking Horse APA shall be June 20, 2023.
- (e) all bids must satisfy certain minimum criteria regarding (i) the amount of cash and non-cash consideration offered, (ii) the irrevocable period for bids, which must be at least until a prescribed outside date; and (iii) the form of a final and binding transaction agreement based upon the Stalking Horse APA form; and (iv) a cash deposit of 10 % of the purchase price offered.
- (f) all potential transactions must be submitted on an 'as is, where is' basis.
- (g) if one or more qualified bids is received by the applicable bid deadline, the Proposal Trustee may elect to conduct an auction.
- (h) if no qualified bids (other than the D1 Canada Stalking Horse Bid) are received by the bid deadline, then the parties shall proceed to complete the transaction contemplated by the Stalking Horse APA. D1 Canada will request that the Court approve the implementation of the Stalking Horse APA at the current time on the condition that no alternative qualified bids are received by the bid deadline to avoid the additional cost of a further motion for sale approval.

62. A sale of the D1 Canada business must proceed on an expedited basis at this time to preserve any going concern value of the D1 Canada business. That sale will benefit the employees, vendors and customers of the D1 Canada business and will maximize recovery for the lenders under the Term Facility. Based upon the balance of the Term Facility at this time and the financial performance and value of the D1 Canada business and assets, it appears that the Term Lenders are the remaining creditors who have an economic interest in those assets and the Term Lenders support the approval of the sale process. Based upon restructuring efforts to date, it does not appear there is a better viable alternative to the proposed sale process.

63. KPMG Inc. has advised they will commence soliciting interest in a potential transaction and will be in contact with known potential bidders to provide a process summary document on or about May 23, 2023 in the interest of ensuring that the amount of time to solicit interest is maximized.

Approval of the D1 Canada Stalking Horse Bid

64. If, as a result of the proposed sale process, no transaction is identified that provides a higher or otherwise better binding offer for the D1 Canada assets than the D1 Canada Stalking Horse Bid, then the only remaining alternative will be to implement the D1 Canada Stalking Horse Bid. The D1 Canada Stalking Horse Bid, if implemented, will be the result of a thorough marketing process conducted for several months that was targeted at the specific parties who would likely be interested in acquiring these assets.

65. In that circumstance, the D1 Canada Stalking Horse Bid will be the only alternative to preserve jobs and customer relationships and avoid a liquidation, in which returns would be limited to recovery of any available accounts receivable. In that regard, it is important to highlight that the D1 Canada business does not have material tangible assets that could be separately marketed outside of the going concern business.

66. The D1 Canada Stalking Horse Bid has been negotiated with the lenders under the Term Facility, being the only secured creditors who appear to have an economic interest in this collateral in view of the current balance of the outstanding Term Facility obligations.

67. The primary trade creditors of the D1 Canada business, being vendors and employees, will continue to have a viable counterparty to deal with going forward under the D1 Canada Stalking Horse Bid.

68. It is reasonable to expect that the D1 Canada Stalking Horse Bid will be the highest and best offer for the D1 Canada assets and provide the highest consideration to applicable stakeholders as the Term Lenders currently indirectly control the D1 US business and the D1 Canada business is an extension of that US business, and not a separate stand-alone operation.

Stay Extension

69. The proposed D1 Canada sale process may run for a period of longer than thirty days after the filing of the NOI. As such, an extension of the time to file a proposal in these proceedings may be required and for efficiency is being sought at this time. The requested extension of the time to file a proposal to July 19, 2023 is consistent with the latest end date for the proposed sale process.

70. D1 Canada has acted and will continue to act in accordance with the sale process in good faith and with due diligence toward completion of a transaction. Creditors will not be materially prejudiced by the proposed extension which is necessary to give effect to the sale process to arrive at a value maximizing transaction.

71. A copy of D1 Canada's cash flow forecast for the period from the date hereof to July 19, 2023 will be included in the First Report of the Proposal Trustee to be filed prior to the motion date. The cash flow forecast will show that sufficient liquidity is forecasted to be available to

satisfy all post-NOI date obligations of D1 Canada, including wages and other payroll amounts. In addition, pre-filing wages, vacation pay, source deductions and sales tax remittances are up to date. Professional fees in connection with this proceeding for D1 Canada and for the Proposal Trustee and its counsel are forecasted to be funded through cash retainers provided to all such professionals from funds generated from the prior D1 US Sale and Soroc sale.

VII. CONCLUSION

72. D1 Canada seeks the court's assistance in implementing an expedited and tailored approach to marketing the D1 Canada assets. In the unique circumstances of this case, a combined approval of the sale process and the D1 Canada Stalking Horse Bid is supported by the facts as a reasonable and cost-effective method of dealing with these remaining assets and commercial obligations.

SWORN REMOTELY BEFORE ME at the City of Toronto, in the Province of Ontario on May 23, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits

EVAN COBB (LSO#55787N)



JEFFREY VARSALONE

This is Exhibit "A" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)



Corporate Affairs Registry Database

General Information	
Reference Number:	622774
Business Number (BN):	121720726NP0002
Name:	DecisionOne Corporation
Registration Date:	2005-12-16
Category Code:	61
Category:	corporation – Business Corporations Act
Status Code:	A
Status:	Active
Last Status Change Date:	2022-06-07
Available Documents	
Click here to view electronic documents for this record. Click here to order paper copies of documents. Click here to order certified copies of documents.	
Annual Return Information	
Last Annual Return Filed:	2022
Registered Office	
Address:	44 Chipman Hill Suite 1000 Saint John NB E2L 2A9
Directors	
Name:	Humphreys, Sam
Address:	44 Chipman Hill Suite 1000 Saint John NB E2L 2A9
Name:	Varsalone, Jeff
Address:	44 Chipman Hill Suite 1000 Saint John NB E2L 2A9
Comment	
Comment:	Prorogée/Continued in from ON

This is Exhibit "B" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)



VRS / SOROC

ENGAGEMENT LETTER

January 14, 2023

Soroc Technology Holdings, LLC

607 Chrislea Road

Woodbridge, Ontario, Canada

L4I8A3

Attention: Sam Humphreys, Director

Dear Sam:

This letter agreement (together with the Addenda hereto, the "Agreement") will confirm that Soroc Technology Holdings, together with subsidiaries (the "Company"), has engaged VRS Restructuring Services, LLC ("VRS") to act as the Company's advisor in connection with providing restructuring advisory services to the Company as more fully described herein (the "Engagement").

- 1) **Scope of Work.** VRS shall provide Jeffrey T. Varsalone, Managing Director to serve as the Chief Restructuring Officer (the "CRO") for the Company. The CRO shall report to the Company's Board of Directors (the "Board") and work collaboratively with senior management and other advisors or counsel to assist the Company in implementing a strategic restructuring process. Through the CRO, VRS shall provide restructuring services to the Company (the "Restructuring Services"). Such services will include, but are not limited to, the following areas:
 - a) analyzing the business, operations and financial condition of the Company;
 - b) assisting the Company with managing and monitoring short term liquidity;
 - c) assisting the Company with preparing financial analyses and determining restructuring strategy;
 - d) assisting the Company with the preparation of data in order to prepare pleadings and fiduciary filings required in the event the Company determines to commence a bankruptcy or other formal insolvency proceeding;
 - e) in the event a bankruptcy or other formal insolvency proceeding is commenced, providing testimony on such matters that are within VRS's expertise;



- f) executing restructuring initiatives, including negotiations with creditors and key stakeholders, structuring plans of reorganization, selling all or parts of the Company, including any marketing thereof and liquidating assets;
- g) assisting the Company and its counsel in negotiations with various parties-in-interest; and
- h) supporting the Company in such matters as the Board shall request or require from time to time.

2) **Fees.** Fees for the Engagement will be charged on an hourly basis for the Scope of Work per the Rate Schedule in Addendum 1. The Company will pay VRS a deposit of \$100,000 USD prior to the commencement of the Engagement. Weekly invoices shall be applied against the deposit. If and when VRS determines that the deposit is insufficient to support continuing services, VRS will request that the deposit be refreshed in an amount sufficient to support continued services. VRS reserves the right to suspend providing services if VRS and the Company cannot agree upon an additional deposit sufficient to support continued services.

3) **Payment Terms.** VRS shall bill the Company on a weekly basis with invoices due upon receipt. If invoices remain unpaid within five (5) business days of delivering to the Company, VRS may cease providing any further services pursuant to this Agreement until such invoice is paid.

4) **Expense Reimbursement.** In addition to paying the Fees, the Company will reimburse VRS within 15 days after the delivery to the Company by VRS of a written statement itemizing the expense items for all reasonable out-of-pocket expenses incurred by VRS in connection with this Agreement including, without limitation, travel, lodging, document preparation, printing, and Engagement-related legal fees and costs.

5) **Term.** This Agreement shall have an initial term of four (4) weeks (the "Initial Term") and thereafter shall continue (such Initial Term and the entire period of continuation is called the "Term") until terminated, (a "Termination"), for any reason, by notice to the other party specifying the date of termination (the "Termination Date"), which date shall be at least fifteen (15) business days after the giving of such notice. Sections 6, 7, 8, and 9 of this Agreement shall survive termination of this Agreement.



6) **Exclusivity, Non-Circumvention, and Non-Hire.**

- a) **Exclusivity.** During the term of this Agreement, the Company will not, and will not permit its representatives, to contact or solicit any corporation, limited liability company, partnership or other entity or any natural person as potential party to the Engagement without the notification of VRS in advance.
- b) **Non-Contravention. Non-Circumvention.** The Company shall not create or utilize any subsidiary, parent or affiliate entity with intent of circumventing VRS's entitlement to Fees under this Agreement. The person signing this Agreement on behalf of the Company represents and warrants to VRS that he/she has all necessary authorization and authority from the Company to sign this Agreement on the Company's behalf and to bind the Company to this Agreement's terms.
- c) **Non-Hire. Non-Solicit.** The Company shall not solicit, directly or indirectly, any of the representatives of VRS or any of its affiliates for personnel the Company wishes to hire, directly or indirectly, without 1) requesting first permission of VRS to engage in such discussions with the representative and 2) without agreeing to pay VRS a fee of \$150,000 USD for any representative hired or engaged by the firm outside of this Engagement or for a period of 12 months following this Engagement.

7) **Indemnification.** In consideration of, and as a condition precedent to VRS's undertaking the engagement contemplated hereby, the Company agrees to the indemnification provisions and other matters set forth in Addendum 2 attached hereto and incorporated by reference into this Agreement.

8) **Change in Engagement Services/Additional Services.**

- a) If in the event the scope of work for the Engagement expands beyond the analysis and advisory scope outlined in the Scope of Work and the scope expansion includes any form of financing transaction, the Company agrees to the need for a separate and standalone engagement letter between the Company and VRS.
- b) In addition to VRS's capacity as the Company's advisor under this Agreement (with VRS's only obligations thereunder as defined in the Scope of Work), VRS will provide advisory services related to management, lines of business and operations as determined by the



Company. If the Company desires that additional services (including, but not limited to due diligence, interim management, board observation or representation) be provided by VRS during the term of this Engagement, such services shall be subject to a separate agreement and fee arrangement to be agreed upon by the parties.

- 9) **Relationship of the Parties.** VRS's relationship to the Company is that of an independent contractor, and such relationship shall not under any circumstances be construed so as to constitute VRS as a partner, joint venture, or employee of the Company. VRS shall have no authority whatsoever to make any representations on behalf of the Company or commit bind the Company in any manner whatsoever, unless this authority is granted through the Engagement as detailed in the Scope of Work to include interim management responsibility, which authority shall be specifically outlined. The Company shall have no authority to commit or bind VRS in any manner whatsoever.
- 10) **D&O Insurance.** At the request of VRS, the Company shall provide VRS with a copy of its current D&O Insurance policy, a certificate of insurance evidencing it is in full force and effect, and any other documents VRS may reasonably request evidencing such coverage. The Company shall add any VRS personnel serving as chief restructuring officer, in any other interim management role or as a director as the case may be, to such D&O Insurance policy and shall maintain D&O coverage for such VRS personnel for so long as claims may be made against them on account of their role as an officer and / or director of the Company. The Company disclaims any right to distribution on behalf of such VRS personnel. In the event the Company does not maintain reasonably satisfactory insurance covering any VRS personnel serving as chief restructuring officer, in any other interim management role or as a director, as the case may be, at any point during this Engagement, VRS reserves the right to purchase a separate D&O policy that will cover VRS personnel only, the cost of which shall be reimbursed to VRS by the Company, invoiced as an out of pocket expense.
- 11) **Bankruptcy Filing.** In the event a chapter 11 bankruptcy case is commenced pursuant to Title 11 of the U.S. Code (the "Bankruptcy Code"), the Company shall apply promptly to the bankruptcy court for approval of the retention of VRS pursuant to §363 of the Bankruptcy Code in accordance and compliance with the "J. Alix Protocol" as promulgated by the Office of the United States Trustee nunc pro tunc to the date such case is commenced, and will use all reasonable efforts to obtain approval under such standard. The Company agrees that any post-petition compensation accrued according to the terms set forth herein and payments



made pursuant to the expense reimbursement and indemnification provisions of the Agreement shall be entitled to priority as expenses of administration under §§503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code and shall further be entitled to the benefits of any "carve out" for professional fees and expenses (which carve-outs shall be adequate to enable the Company to pay promptly VRS the compensation and expense reimbursement contemplated hereby taking into account the Company's obligations to other professionals entitled to the benefit of the carve-outs). The Company shall use its best efforts to ensure that any cash collateral order, debtor-in-possession financing order and/or similar order entered in such case or cases (a) permits the use of cash collateral and financing proceeds for the full and prompt payment of all of VRS's fees and expenses contemplated hereby (including, without limitation, all fees contingent upon the occurrence of transactions), and (b) contains the agreement by the lender(s) that VRS's fees and expenses shall be paid at the times and from the sources specified herein.

12) Miscellaneous.

- a) This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns.
- b) This Agreement (including, without limitation, Addenda 1 and 2) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- c) This Agreement may be executed in counterparts each of which shall be deemed an original and all of which, taken together, shall comprise one and the same Agreement. This Agreement may be executed by the delivery of signatures by facsimile or other electronic means.
- d) This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire (without regard to its conflicts of law principles). The parties hereby irrevocably consent to the exclusive jurisdiction of any New Hampshire state court or United States federal court sitting in Hillsborough County over any action or proceeding arising out of or relating to this Agreement. Solely for purposes of enforcing the Company's obligations hereunder, the Company consents to personal jurisdiction, service and venue in any court proceeding in which any claim subject to this Agreement is brought by or against any Indemnified Person. VRS and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its security holders and creditors) irrevocably agree to waive all rights to trial by jury.



- e) After the Engagement has been completed and publicly disclosed by the parties, VRS may refer to it in traditional “tombstone” announcements and/or its professional promotional materials (in a manner that does not disclose non-public terms or information). In connection therewith, VRS may use the Company’s corporate logo (including electronic versions thereof) in VRS’s advertising or promotional materials. VRS shall maintain the confidentiality of all proprietary and/or non-public information it receives from or with respect to the Company during its engagement hereunder in a commercially reasonable manner and may only use such information for the purposes contemplated hereby.
- f) If requested by VRS, the Company shall use a mutually acceptable reference to VRS in any press release or other public announcement made by the Company regarding the Engagement.



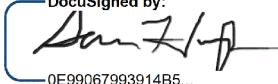
Please countersign a copy of this letter to confirm your agreement to its terms. We look forward to working with you.

Very truly yours,
VRS RESTRUCTURING SERVICES, LLC

By: 
Jeffrey T. Varsalone
Managing Member

AGREED TO AND ACCEPTED:

SOROC TECHNOLOGY HOLDINGS, LLC

By: 
0E99067993914B5...
Sam Humphreys
Director

**ADDENDUM 1****Rate Schedule**

The following hourly rate schedule is to be applied for the Engagement:

<u>Team Member Level</u>	<u>Hourly Rate</u>
Managing Director	\$725
Director	\$625
Vice President	\$525
Senior Associate	\$425
Associate/Analyst	\$325

Jeffrey T. Varsalone, Managing Director, shall serve as the Chief Restructuring Officer with support from other VRS staff as needed. Success also depends on significant participation by the Company and key personnel.



ADDENDUM 2

INDEMNIFICATION, EXCULPATION AND RELATED MATTERS

In the event that any of VRS Restructuring Services, LLC (together with its affiliates, "VRS"), the respective shareholders, members, directors, managers, partners, officers, contractors, agents or employees of VRS, or any affiliate of any of the foregoing (each, an "Indemnified Person") becomes involved in any action, claim, suit, investigation or proceeding (each, a "Proceeding"), actual or threatened, brought by or against any person, including stockholders, member or partner of Soroc Technology Holdings, LLC, its affiliates and subsidiaries (the "Company"), in connection with the engagement contemplated by the letter agreement to which this Addendum 2 is attached (the "engagement"), the Company will reimburse such Indemnified Person for any losses, claims, fees (including fees of legal counsel and other professional advisors), expenses, damages or liabilities related to such Proceeding (collectively, "Losses") including, without limitation, Losses incurred in investigating, responding to third party subpoenas, serving as a witness, making an Indemnified Person available to serve as a witness, or enforcing the engagement, as such expenses are incurred; provided, however, that if it is finally determined by a court or arbitral tribunal (each, a "Court") that any Loss of any Indemnified Person has resulted primarily and directly from the gross negligence or willful misconduct of VRS in performing the engagement, VRS will repay the portion of such Loss attributable thereto.

The Company also agrees that neither VRS nor any other Indemnified Person shall have any liability to the Company or any person asserting claims on behalf or in right of the Company in connection with or as a result of the engagement or any matter referred to in the engagement, except to the extent that any Losses incurred by the Company are finally determined by a Court to have resulted primarily and directly from the willful misconduct or gross negligence of VRS in performing the services that are the subject of the engagement. In no event shall VRS or any other Indemnified Person be responsible for any indirect, special or consequential damages, even if advised of the possibility thereof.

The Company's obligations hereunder shall be in addition to any rights that any Indemnified Person may have at common law or otherwise.

The provisions of this Addendum 2 shall apply to the engagement (including related activities prior to the date hereof) and any modification thereof and shall remain in full force and effect regardless of the completion or termination of the engagement. If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions



contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

This is Exhibit "C" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

FOURTH AMENDMENT TO LOAN AGREEMENT

This **FOURTH AMENDMENT TO LOAN AGREEMENT** (this “Amendment”) is made and entered into as of March 28, 2023, but to be effective when provided on Annex A to the Additional Restructuring Agreement, as defined below (the “Fourth Amendment Effective Date”), by and among (a) **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“Parent”), (b) **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”; together with any other Person joined to the Loan Agreement (as defined below) as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), (c) **SOROC CANADIAN CALLCO INC.**, an Ontario corporation (“CallCo”), **SOROC CANADIAN ROLLOVERCO INC.**, an Ontario corporation (“RolloverCo”), **DECISIONONE CORPORATION**, a Delaware corporation (“DecisionOne US”), **DECISIONONE CORPORATION**, a New Brunswick corporation (“DecisionOne CA”; Parent, CallCo, RolloverCo, DecisionOne US and DecisionOne CA, each, a “Guarantor” and, collectively, the “Guarantors”; the Borrowers and the Guarantors, each, a “Loan Party” and, collectively, the “Loan Parties”), (d) **STC LENDER LP**, a Delaware limited partnership (“Lender NewCo”) as the sole Lender (as defined below), and (d) **WHITE OAK GLOBAL ADVISORS, LLC** (“White Oak”), as administrative agent for itself and the Lenders (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and as lender representative (in such capacity, and together with its successors and permitted assigns, the “Lender Representative”).

WITNESSETH:

WHEREAS, Parent, the Borrowers, the Lenders and the Administrative Agent are parties to that certain Loan Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the effective date of that certain Third Amendment to Loan Agreement, dated as of March 8, 2023 (the “Third Amendment”), the “Original Loan Agreement”; the Original Loan Agreement as amended by the Third Amendment, the “Existing Loan Agreement”), pursuant to which the Lenders have extended Term Loans and certain other financial accommodations to or for the benefit of the Borrowers and other Loan Parties;

WHEREAS, pursuant to each of the Guaranty and Security Agreement and the Canadian Guaranty and Security Agreement, (i) each Guarantor unconditionally guaranteed the performance of all Obligations under the Existing Loan Agreement and the related Loan Documents, and (ii) each Loan Party granted the Administrative Agent (for the benefit of itself and the secured parties) a lien and security interest upon all or substantially all of its personal property (the “Collateral”) in order to secure the Obligations;

WHEREAS, each of the Loan Parties acknowledges that the Administrative Agent previously provided the Loan Parties with proper written notice that the following Events of Default have occurred and are continuing (the “Existing Defaults”):

- (a) an Event of Default under Section 8.01(b) of the Original Loan Agreement as a result of the Total Leverage Ratio (as defined in the Original Loan Agreement) of Parent and its Subsidiaries, on a consolidated basis, exceeding the maximum Total Leverage Ratio (as defined in the Original Loan Agreement) permitted under Section 6.13(b) of the Original Loan Agreement for the Fiscal Quarter ended June 30, 2022;
- (b) Events of Default under Section 8.01(b) of the Original Loan Agreement as a result of: (a) the Total Leverage Ratio (as defined in the Original Loan Agreement) of Parent and its Subsidiaries, on a consolidated basis, exceeding the maximum Total Leverage Ratio (as defined in the Original Loan Agreement) permitted under Section 6.13(b) of the Original Loan Agreement, and (b) the Fixed Charge Coverage Ratio (as defined in the Original Loan

Agreement) of Parent and its Subsidiaries, on a consolidated basis, being less the minimum Fixed Charge Coverage Ratio (as defined in the Original Loan Agreement) permitted under Section 6.13(c) of the Original Loan Agreement, *in each case* for the Fiscal Quarter ended September 30, 2022; and

- (c) Events of Default under Section 8.01(b) of the Original Loan Agreement as a result of (a) the Total Leverage Ratio (as defined in the Original Loan Agreement) of Parent and its Subsidiaries, on a consolidated basis, exceeding the maximum Total Leverage Ratio (as defined in the Original Loan Agreement) permitted under Section 6.13(b) of the Original Loan Agreement and (b) the Fixed Charge Coverage Ratio (as defined in the Original Loan Agreement) of Parent and its Subsidiaries, on a consolidated basis, being less the minimum Fixed Charge Coverage Ratio (as defined in the Original Loan Agreement) permitted under Section 6.13(c) of the Original Loan Agreement, in each case for the Fiscal Quarter ended December 31, 2022;

WHEREAS, each of the Loan Parties acknowledges that (a) the Existing Defaults have occurred and are still outstanding, and (b) as a result of the Existing Defaults, (i) the Administrative Agent and the Lenders properly elected to accelerate the Obligations (including any make whole premium or other prepayment fee) and to declare them immediately due and payable, and (ii) such Obligations have been duly accelerated and declared immediately due and payable pursuant to such election in accordance with the Loan Documents. Each of the Loan Parties further acknowledges that, due to the continuing Existing Defaults, the Administrative Agent and/or the Lenders are entitled to exercise all of their other respective rights and remedies under the Loan Agreement, the other Loan Documents, or applicable law, including, without limitation, the right to enforce any and all of the Liens on, and security interests in, the Collateral;

WHEREAS, pursuant to that certain D1 Restructuring Agreement, dated as of the date hereof (the “Additional Restructuring Agreement”), by and among the Loan Parties, the Lenders party thereto, the Administrative Agent and the Lender Representative, among other things, the Lenders have agreed to accept the transfer by the Loan Parties of the Transferred Assets (as defined therein) in partial satisfaction of the Obligations, as more particularly provided therein (such transfer being collectively, the “Asset Transfer” and together with other actions and transactions set forth on Annex A to the Additional Restructuring Agreement, the “Additional Restructuring Transactions”);

WHEREAS, on the terms and subject to the conditions stated below, the Lenders are willing to consent to the Restructuring Transactions and make modifications to the Existing Loan Agreement to effect such Restructuring Transactions.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants set forth herein and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. **Definitions.** Except as otherwise specified, all initially capitalized terms used but not defined herein shall have the meanings given to such terms in the Amended Loan Agreement.

Section 2. **Amendments to Existing Loan Agreement; Guaranty and Security Agreement; Commitments.**

2.1. Effective as of the Fourth Amendment Effective Date, the Existing Loan Agreement is hereby amended (a) to delete the stricken text (indicated textually in the same manner as the following examples: ~~stricken text~~ and ~~stricken text~~) and (b) to add the double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-

underlined text), in each case, as set forth in the marked pages of the Existing Loan Agreement attached hereto as Annex A hereto and made a part hereof for all purposes (the “Amended Loan Agreement”).

2.2. Following the occurrence of both the Transfer Effective Time (as defined in the Additional Restructuring Agreement), without any further action:

(a) upon the effectiveness of the NewCo First Amendment, (i) the Administrative Agent irrevocably, absolutely and unconditionally assigns unto the NewCo Loan Agreement Agent (as defined in the Additional Restructuring Agreement) all of Administrative Agent’s right, title and interest in and to each and every Additional Specified Lien, including each Uniform Commercial Code or PPSA filing to the extent related thereto and each and every Collateral Access Agreement pertaining to any leased premises of a NewCo Party, and each of the Loan Parties affirms and ratifies such assignment, and (ii) subject to operation of the reinstatement provision of the Additional Restructuring Agreement, the Additional Specified Liens shall cease to secure any Obligations continuing under the Amended Loan Agreement; and

(b) immediately after giving effect to the funding of the Fourth Amendment Protective Advance and the Additional Loan Split, each Loan Party (other than each Loan Party that is also a NewCo Party) acknowledges and agrees that its liability with respect to the Obligations includes the outstanding principal balance of the Term Loans payable in Dollars is \$42,500,000 (which amount does not include the principal amount of the Non-Recourse Term Loans, all of which principal amount is outstanding, or the principal amount of any Protective Advances), and the outstanding principal balance of the Protective Advances is \$3,854,408.38, and these principal amounts reflect the capitalization of accrued and unpaid interest and fees related to the Term Loans and the Protective Advances, respectively, as of the Fourth Amendment Effective Date and constitute part of the Obligations, which are secured by the Collateral, and such Obligations are, and have been, due and payable, without setoff, defense, counterclaim or claims in recoupment.

Section 3. Acknowledgments; Ratification.

3.1. Each Loan Party hereby acknowledges and agrees that (i) the Existing Defaults have occurred, are continuing and will remain continuing under the Amended Loan Agreement after giving effect to the Restructuring Transactions, (ii) the Administrative Agent and the Lenders properly elected to accelerate the Obligations as a result of the continuing Existing Defaults, (iii) the Obligations have been duly accelerated and declared immediately due and payable pursuant to such election in accordance with the Loan Documents (as defined in the Existing Loan Agreement) and (iv) due to the continuing Existing Defaults and the Event of Default resulting from the non-payment of the Obligations in full upon acceleration of the Obligations, the Administrative Agent and/or the Lenders are entitled to exercise all of their other respective rights and remedies under the Existing Loan Agreement, the Amended Loan Agreement, the Loan Documents or applicable law, including, without limitation, the right to enforce any and all of the Liens on, and security interests in, the Collateral, *in each case* with respect to the foregoing clauses (i) through (iv), notwithstanding any requirement, condition or prerequisite to any of the foregoing in the Existing Loan Agreement or any of the other Loan Documents (as such term is defined in the Existing Loan Agreement).

3.2. Each Loan Party has read this Amendment and consents to the terms hereof and further acknowledges and confirms that, subject to the operation of Section 7 below, all of its obligations under the Amended Loan Agreement and other Loan Documents (as amended by or in connection with this Amendment), including in its capacity as a Borrower or Guarantor (as set forth on the signature page hereto), are in full force and effect in accordance with their respective terms without setoff, defense, counter-claim or claims in recoupment. Each Loan Party further confirms that, subject to the

operation of Section 7 below and the effects of the Additional Loan Split, the term “Obligations”, as used in the Existing Loan Agreement, shall include all Obligations of the Loan Parties under the Amended Loan Agreement, any promissory notes issued under the Amended Loan Agreement and each other Loan Document.

Section 4. **No Waiver.** Notwithstanding the consummation of the Restructuring Transactions, including the transactions contemplated by Section 7 below, or any other transaction contemplated by this Agreement or the Additional Restructuring Agreement, nothing contained in this Amendment, or any other communication between or among Administrative Agent, Lenders and any Loan Party, and shall be construed as a waiver by Administrative Agent or Lenders of any covenant or provision of the Amended Loan Agreement, the Existing Loan Agreement, the other Loan Documents, this Amendment or any other contract or instrument between or among any Loan Party, Administrative Agent and/or Lenders, and the failure of Administrative Agent and/or Lenders at any time or times hereafter to require strict performance by any Loan Party of any provision thereof shall not waive, affect or diminish any right of Administrative Agent and/or Lenders to thereafter demand strict compliance therewith. Nothing contained in this Amendment shall directly or indirectly in any way whatsoever either: (a) impair, prejudice or otherwise adversely affect Administrative Agent’s or any Lender’s right at any time to exercise any right, privilege or remedy in connection with the Existing Loan Agreement, the Amended Loan Agreement or any other Loan Documents, each as amended hereby, (b) except as expressly provided in this Amendment, amend or alter any provision of the Existing Loan Agreement or any other Loan Documents or any other contract or instrument, or (c) constitute any course of dealings or other basis for altering any obligation of any Loan Party under the Existing Loan Agreement, the Amended Loan Agreement or any other Loan Documents or any right, privilege or remedy of Administrative Agent or any Lender under the Existing Loan Agreement, the Amended Loan Agreement, any other Loan Documents or any other contract or instrument. Administrative Agent and Lenders hereby reserve all rights granted under the Existing Loan Agreement, the Amended Loan Agreement, the other Loan Documents, this Amendment and any other contract or instrument between or among any Loan Party, Administrative Agent and/or Lenders.

Section 5. **[Reserved].**

Section 6. **Conditions to Effectiveness.** The effectiveness of this Amendment is expressly conditioned upon the satisfaction or waiver of the following conditions precedent (all Loan Documents and other documents to be delivered to Administrative Agent or any other Lending Party pursuant to this Section 6 shall be subject to prior reasonable approval as to form and substance by Administrative Agent):

- (a) Administrative Agent shall have received counterparts of this Amendment, duly executed and delivered by each of the parties thereto; and
- (b) the “Effective Date” shall have occurred under the Additional Restructuring Agreement.

The Loan Parties shall be deemed to represent and warrant to Administrative Agent and the Lenders that the foregoing conditions in this Section 6 have been satisfied (unless otherwise waived in writing or deferred in writing by Administrative Agent and the Required Lenders) upon the release of their respective signatures to this Amendment.

Section 7. **Miscellaneous.**

7.1. Except as otherwise expressly provided in this Amendment, (i) the Existing Loan Agreement and each of the other Loan Documents shall continue in full force and effect, and

(ii) the terms and conditions of the Existing Loan Agreement are expressly incorporated herein and ratified and confirmed in all respects. This Amendment is not intended to be or to create, nor shall it be construed as, a novation or an accord and satisfaction. From and after the Fourth Amendment Effective Date, references to the Existing Loan Agreement in each Loan Document shall be references to the Amended Loan Agreement, and references to the Existing Guaranty and Security Agreement in each Loan Document shall be references to the Amended Guaranty and Security Agreement, respectively. The Lenders party hereto hereby direct and instruct Administrative Agent to execute and deliver this Amendment and all documents to be executed in connection herewith and therewith, and to induce Administrative Agent to execute and deliver this Amendment and the other applicable documents, each Lender ratifies and confirms its obligations under, and the immunities and exculpatory provisions accruing to Administrative Agent under, the terms of the Existing Loan Agreement and the other Loan Documents and agrees that, as of the date hereof, such obligations, immunities and other provisions are without setoff, counterclaim, defense or recoupment. This Amendment shall constitute a Loan Document.

7.2. Immediately before the Additional Loan Split, each Loan Party hereby ratifies and confirms the Liens and security interests granted under the Existing Loan Agreement and the other Loan Documents and further ratifies and agrees that such Liens and security interests secure all obligations and indebtedness now, hereafter or from time to time made by, owing to or arising in favor of Administrative Agent or Lenders pursuant to the Amended Loan Agreement and the other Loan Documents (as now, hereafter or from time to time amended).

7.3. The parties hereto shall execute and deliver such additional documents and take such further action as may be reasonably requested in writing by any other party hereto to effectuate the purposes of this Amendment.

7.4. This Amendment, together with the Loan Documents and the Additional Restructuring Agreement (including the Annexes, Schedules and Exhibits hereto and thereto), constitute the entire agreement among the parties hereto with respect to the subject matter hereof. Neither this Amendment nor any provision hereof may be changed, waived, discharged, modified or terminated orally, but only by an instrument in writing signed by the parties required to be a party thereto pursuant to the Amended Loan Agreement.

7.5. [Reserved]

7.6. This Amendment and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Amendment or another Loan Document (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each Person a signatory hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Lenders of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lenders may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the such Person's business,

and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Without limiting the foregoing, (a) the Administrative Agent, each of the Lenders and the Loan Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of such Person without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

7.7. If any term or provision of this Amendment is adjudicated to be invalid under applicable laws or regulations, such provision shall be inapplicable to the extent of such invalidity without affecting the validity or enforceability of the remainder of this Amendment which shall be given effect so far as possible.

7.8. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE AMENDED LOAN AGREEMENT AND SHALL BE SUBJECT TO ANY WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE AMENDED LOAN AGREEMENT.

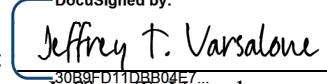
7.9. This Amendment shall be binding upon and inure to the benefit of each Loan Party, Administrative Agent and Lenders and their respective successors and permitted assigns, except that no Loan Party shall have the right to assign any rights hereunder or any interest herein without Administrative Agent's and each Lenders' prior written consent, and following the Additional Loan Split, no NewCo Party shall have any right to consent to or otherwise approve any amendment, waiver or consent with respect this Amendment (except to the extent such amendment, waiver or consent is materially and directly adverse to the rights of such NewCo Party) or any other Loan Document. Except as provided in the preceding sentence, no Person shall be entitled to any third-party beneficiary status or other rights under this Amendment.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first written above.

BORROWER:

SOROC TECHNOLOGY HOLDINGS LLC,
a Delaware limited liability company,
as a Borrower

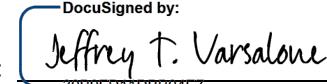
DocuSigned by:
By: 
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

GUARANTORS:

DECISIONONE CORPORATION,
a Delaware corporation

DECISIONONE CORPORATION,
a New Brunswick corporation

SOROC CANADIAN CALLCO INC.,
an Ontario corporation
SOROC CANADIAN ROLLOVERCO INC.,
an Ontario corporation,
each, as a Guarantor

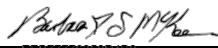
DocuSigned by:
By: 
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

SOROC PARENT GUARANTOR INC.,
a Delaware corporation

By: **WHITE OAK GLOBAL ADVISORS, LLC**,
a Delaware limited liability company, as
Administrative Agent in its capacity as
attorney-in-fact for Soroc Parent Guarantor Inc.
pursuant to the Guaranty and Security
Agreement made by Soroc Parent Guarantor
Inc. in its favor

DocuSigned by:

By:



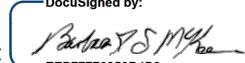
EEB77776350D4B0...

Name: Barbara McKee

Title: Authorized Signatory

ADMINISTRATIVE AGENT:

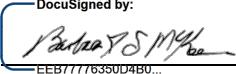
WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Barbara McKee
Title: Authorized Signatory

LENDER REPRESENTATIVE:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Lender Representative

DocuSigned by:
By: 
Name: Barbara McKee
Title: Authorized Signatory

LENDER:

STC LENDER LP,
a Delaware limited partnership

By: STC LENDER GP LLC, its general partner

By: WHITE OAK GLOBAL ADVISORS, LLC, its
manager

DocuSigned by:

By: _____
Name: Barbara McKee
Title: Authorized Signatory

ANNEX A

AMENDED LOAN AGREEMENT

[Please see attached.]

ANNEX A TO FOURTH AMENDMENT TO LOAN AGREEMENT

LOAN AGREEMENT

dated as of December 21, 2020
by and among

SOROC PARENT GUARANTOR INC.,
as Parent,

SOROC TECHNOLOGY HOLDINGS LLC,
and
SOROC TECHNOLOGY INC.,
as Borrowers,

THE ENTITIES FROM TIME TO TIME PARTY HERETO
as Lenders,

WHITE OAK GLOBAL ADVISORS, LLC,
as Lender Representative and Lead Arranger,

and

WHITE OAK GLOBAL ADVISORS, LLC ,
as Administrative Agent

Table of Contents

	Page
ARTICLE I CERTAIN DEFINED TERMS; CERTAIN RULES OF CONSTRUCTION.....	1
SECTION 1.01 CERTAIN DEFINED TERMS.....	1
SECTION 1.02 CERTAIN RULES OF CONSTRUCTION.....	49
ARTICLE II CREDIT EXTENSIONS.....	52
SECTION 2.01 TERM LOANS.....	52
SECTION 2.02 INTEREST.....	54
SECTION 2.03 PAYMENT AND PREPAYMENTS OF PRINCIPAL.....	55
SECTION 2.04 FEES.....	59
SECTION 2.05 ORIGINAL ISSUE DISCOUNT.....	59
SECTION 2.06 MANNER OF PAYMENTS.....	60
SECTION 2.07 INCREASED COSTS.....	60
SECTION 2.08 PAYMENTS FREE OF TAXES.....	61
SECTION 2.09 SHARING OF PAYMENTS.....	66
SECTION 2.10 PAYMENTS GENERALLY.....	66
SECTION 2.11 REPLACEMENT OF LENDERS.....	68
SECTION 2.12 DEFAULTING LENDERS.....	69
SECTION 2.13 UNCOMMITTED INCREMENTAL FACILITIES.....	70
SECTION 2.14 FUNDING DATE RATIFICATION.....	72
ARTICLE III [INTENTIONALLY OMITTED].....	72
ARTICLE IV CONDITIONS TO EFFECTIVENESS AND FUNDING.....	72
SECTION 4.01 EFFECTIVE DATE CONDITIONS PRECEDENT.....	72
SECTION 4.02 FUNDING DATE CONDITIONS PRECEDENT.....	73
SECTION 4.03 DDTL TERM LOAN CONDITIONS PRECEDENT.....	77
ARTICLE V REPRESENTATIONS AND WARRANTIES.....	79
SECTION 5.01 CORPORATE EXISTENCE AND POWER.....	79
SECTION 5.02 CORPORATE AUTHORIZATION; NO CONTRAVENTION.....	79
SECTION 5.03 GOVERNMENTAL AUTHORIZATION; COMPLIANCE WITH LAWS; COMPLIANCE WITH ANTI-TERRORISM LAWS AND MONEY LAUNDERING LAWS.....	80
SECTION 5.04 BINDING EFFECT.....	81
SECTION 5.05 LITIGATION.....	81
SECTION 5.06 NO DEFAULTS.....	81
SECTION 5.07 EMPLOYEE BENEFIT PLANS; CANADIAN PENSION PLANS.....	81
SECTION 5.08 USE OF PROCEEDS.....	83

SECTION 5.09	TITLE TO PROPERTIES.....	83
SECTION 5.10	TAXES.....	83
SECTION 5.11	FINANCIAL CONDITION.....	83
SECTION 5.12	ENVIRONMENTAL MATTERS.....	84
SECTION 5.13	MARGIN REGULATIONS; REGULATED ENTITIES.....	84
SECTION 5.14	[RESERVED].....	85
SECTION 5.15	INTELLECTUAL PROPERTY.....	85
SECTION 5.16	EQUITY INTERESTS HELD BY LOAN PARTIES; EQUITY INTERESTS IN LOAN PARTIES.....	85
SECTION 5.17	INSURANCE.....	86
SECTION 5.18	COLLATERAL AND COLLATERAL DOCUMENTS.....	86
SECTION 5.19	LABOR RELATIONS.....	87
SECTION 5.20	SOLVENCY.....	87
SECTION 5.21	FULL DISCLOSURE.....	87
SECTION 5.22	DEBT.....	87
SECTION 5.23	PARENT, CALLCO, AND ROLLOVERCO AS HOLDING COMPANIES.....	87
SECTION 5.24	ACQUISITION DOCUMENTS.....	88
SECTION 5.25	BURDENSONE OBLIGATIONS.....	89
SECTION 5.26	BROKER'S FEES.....	89
SECTION 5.27	RESERVED.....	89
SECTION 5.28	INTERRELATED BUSINESSES.....	89
ARTICLE VI AFFIRMATIVE COVENANTS		89
SECTION 6.01	FINANCIAL STATEMENTS.....	89
SECTION 6.02	CERTIFICATES; OTHER INFORMATION.....	91
SECTION 6.03	NOTICES.....	93
SECTION 6.04	PAYMENT OF CERTAIN OBLIGATIONS.....	94
SECTION 6.05	PRESERVATION OF EXISTENCE, ETC.....	94
SECTION 6.06	MAINTENANCE OF PROPERTIES.....	95
SECTION 6.07	MAINTENANCE OF INSURANCE.....	95
SECTION 6.08	COMPLIANCE WITH LAWS.....	96
SECTION 6.09	BOOKS AND RECORDS.....	96
SECTION 6.10	INSPECTION RIGHTS; LENDER MEETINGS.....	96
SECTION 6.11	USE OF PROCEEDS.....	96
SECTION 6.12	COLLATERAL ACCOUNTS AND EXCLUDED ACCOUNTS.....	97
SECTION 6.13	FINANCIAL COVENANTS.....	97
SECTION 6.14	ENVIRONMENTAL.....	98
SECTION 6.15	LITIGATION COOPERATION.....	99
SECTION 6.16	ERISA COMPLIANCE; CANADIAN PENSION PLAN COMPLIANCE.....	99
SECTION 6.17	[RESERVED].....	99
SECTION 6.18	POST-CLOSING COVENANT.....	99
SECTION 6.19	FURTHER ASSURANCES.....	99

SECTION 6.20	PARENT, CALLCO, AND ROLLOVERCO AS HOLDING COMPANIES.....	100
ARTICLE VII NEGATIVE COVENANTS.....		101
SECTION 7.01	LIENS.....	101
SECTION 7.02	INVESTMENTS.....	104
SECTION 7.03	DEBT.....	106
SECTION 7.04	FUNDAMENTAL CHANGES.....	109
SECTION 7.05	DISPOSITIONS.....	110
SECTION 7.06	RESTRICTED PAYMENTS.....	113
SECTION 7.07	SALE AND LEASEBACK TRANSACTIONS.....	115
SECTION 7.08	TRANSACTIONS WITH AFFILIATES.....	115
SECTION 7.09	BURDENOME AGREEMENTS.....	116
SECTION 7.10	USE OF PROCEEDS.....	116
SECTION 7.11	CERTAIN GOVERNMENTAL REGULATIONS.....	117
SECTION 7.12	DISQUALIFIED EQUITY INTERESTS.....	117
SECTION 7.13	FISCAL YEAR.....	117
SECTION 7.14	WORKING CAPITAL FACILITY DEBT ENHANCEMENTS.....	117
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES.....		118
SECTION 8.01	EVENTS OF DEFAULT.....	118
SECTION 8.02	RIGHTS AND REMEDIES.....	120
SECTION 8.03	CURATIVE EQUITY.....	125
ARTICLE IX ADMINISTRATIVE AGENT.....		126
SECTION 9.01	APPOINTMENT AND AUTHORIZATION OF ADMINISTRATIVE AGENT.....	126
SECTION 9.02	RIGHTS AS A LENDER.....	127
SECTION 9.03	EXCULPATORY PROVISIONS.....	127
SECTION 9.04	RELIANCE BY ADMINISTRATIVE AGENT.....	129
SECTION 9.05	DELEGATION OF DUTIES.....	130
SECTION 9.06	RESIGNATION OR REMOVAL OF ADMINISTRATIVE AGENT.....	130
SECTION 9.07	NON-RELIANCE ON ADMINISTRATIVE AGENT AND OTHER LENDERS.....	131
SECTION 9.08	NO OTHER DUTIES, ETC.....	131
SECTION 9.09	ADMINISTRATIVE AGENT MAY FILE PROOFS OF CLAIM.....	132
SECTION 9.10	GUARANTY MATTERS.....	132
SECTION 9.11	COLLATERAL AND OTHER MATTERS.....	132
SECTION 9.12	ERRONEOUS PAYMENTS.....	135
ARTICLE X GENERAL PROVISIONS.....		137
SECTION 10.01	AMENDMENTS, ETC.....	137
SECTION 10.02	NOTICES; ELECTRONIC COMMUNICATIONS.....	140

SECTION 10.03	NO WAIVER; CUMULATIVE REMEDIES.....	142
SECTION 10.04	EXPENSES; INDEMNITY; DAMAGE WAIVER.....	143
SECTION 10.05	MARSHALLING; PAYMENTS SET ASIDE.....	145
SECTION 10.06	SUCCESSORS AND ASSIGNS.....	145
SECTION 10.07	TREATMENT OF CERTAIN INFORMATION; CONFIDENTIALITY.....	150
SECTION 10.08	RIGHT OF SETOFF.....	151
SECTION 10.09	INTEREST RATE LIMITATION.....	151
SECTION 10.10	INTERCREDITOR AGREEMENT.....	152
SECTION 10.11	COUNTERPARTS; INTEGRATION; EFFECTIVENESS.....	152
SECTION 10.12	SURVIVAL OF REPRESENTATIONS AND WARRANTIES.....	153
SECTION 10.13	SEVERABILITY.....	153
SECTION 10.14	PATRIOT ACT NOTICE.....	153
SECTION 10.15	ACKNOWLEDGMENT AND CONSENT TO BAIL-IN OF AFFECTED FINANCIAL INSTITUTIONS.....	153
SECTION 10.16	TIME OF THE ESSENCE.....	154
SECTION 10.17	GOVERNING LAW; JURISDICTION; ETC.....	154
SECTION 10.18	WAIVER OF RIGHT TO JURY TRIAL.....	155
SECTION 10.19	JUDICIAL REFERENCE.....	155
SECTION 10.20	ADMINISTRATIVE BORROWER.....	157
SECTION 10.21	JOINT AND SEVERAL LIABILITY OF BORROWERS.....	157
SECTION 10.22	JUDGMENT CURRENCY.....	161
SECTION 10.23	WAIVER OF SOVEREIGN IMMUNITY.....	161

SCHEDULES

- 2.01 Schedule of Lenders; Commitments; Percentage Shares
- 5.08 Schedule of Permitted Uses of Proceeds of the Term Loans
- 5.16 Schedule of Equity Interests Held by Loan Parties; Equity Interests in Loan Parties
- 5.19 Schedule of Certain Labor Issues
- 5.22 Schedule of Certain Debt
- 5.26 Schedule of Broker's Fees
- 6.12 Schedule of Collateral Accounts and Excluded Accounts
- 6.18 Schedule of Post-Closing Items
- 7.01 Schedule of Certain Permitted Liens
- 7.03 Schedule of Certain Permitted Debt
- 7.08 Schedule of Certain Transactions with Affiliates

10.02 Administrative Agent's Office; Certain Addresses for Notices

EXHIBITS

- A Form of Assignment and Assumption
- B [Reserved]
- C [Reserved]
- D Form of Term Loan Note
- E DDTL Term Loan Notice

LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of December 21, 2020, is by and among (i) **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), (ii) **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“**Holdings**” or “**Initial Borrower**”), (iii) automatically (and without any further action) from and after the occurrence of the Funding Date, **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“**Canadian Purchaser**”), **RC DATA CORP.**, an Ontario corporation (“**RC Data**”), **SOROC HOLDINGS INC.**, an Ontario corporation (“**Soroc Holdings**”), and **SOROC TECHNOLOGY INC.**, an Ontario corporation (Initial Borrower, Canadian Purchaser, RC Data, Soroc Holdings, and Technology (as defined below), together with any other Person joined hereto as a borrower from time to time, each, a “**Borrower**” and, collectively, the “**Borrowers**”), (iv) the several entities from time to time party hereto as Lenders, (v) **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as Administrative Agent, and (vi) **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as Lender Representative and Lead Arranger.

RECITALS

WHEREAS, the Initial Borrower has requested that Lenders make available to the Borrowers the extensions of credit referenced herein on the terms and conditions contained herein; and

WHEREAS, Lenders have agreed severally to make available to the Borrowers the extensions of credit referenced herein on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

AGREEMENT

ARTICLE I **CERTAIN DEFINED TERMS; CERTAIN RULES OF CONSTRUCTION**

SECTION 1.01 CERTAIN DEFINED TERMS.

As used herein:

“**ABR Index Rate**” means, a rate per annum equal to the highest of (a) the Federal Funds Rate *plus* 1/2 of 1.00%, (b) the rate of interest last quoted by *The Wall Street Journal* as the “Prime Rate” in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Lender Representative) or any similar release by the Federal Reserve Board (as determined by the Lender Representative), and (c) one and one-half percent (1.50%) per annum.

“Account Debtor” means any Person who is or may become obligated with respect to, or on account of, an Account, Chattel Paper or General Intangible (including a payment intangible (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA)).

“Accounts” means, as to any Person, all accounts (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party), including: (a) all “accounts” (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA), “payment intangibles” (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA), other receivables, book debts, all other rights to payment and/or reimbursement of every kind and description, including under governmental entitlement programs, and all other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments) (including any such obligations that may be characterized as an account or contract right under the Uniform Commercial Code or, if applicable, the PPSA); (b) all of such Person’s rights in, to and under all purchase orders or receipts for goods or services; (c) all of such Person’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights or rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossession goods); (d) all rights to payment due to such Person for Goods or other property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Person or in connection with any other transaction (whether or not yet earned by performance on the part of such Person); and (e) all collateral security of any kind given by any Account Debtor or any other Person with respect to any of the foregoing.

“Acquired Debt” means Debt of a Person whose assets or Equity Interests are acquired by a Loan Party or any of its Subsidiaries in a Permitted Acquisition; provided, that such Debt (a) is either (i) purchase money obligations or Capital Lease Obligations with respect to equipment or (ii) mortgage financing with respect to real property, (b) was in existence prior to the date of such Permitted Acquisition, and (c) was not incurred in connection with, or in contemplation of, such Permitted Acquisition.

“Acquisition” means (a) the purchase or other acquisition by a Person or its Subsidiaries of all or substantially all of the assets of (or any division or business line of) any other Person, or (b) the purchase or other acquisition (whether by means of a merger, amalgamation, consolidation, or otherwise) by a Person or its Subsidiaries of all of the Equity Interests of any other Person.

“Additional Loan Split” has the meaning ascribed thereto in [Section 2.01\(a\)](#).

“Additional Partial Satisfaction Amount” means an amount equal to \$100 representing the partial satisfaction of the Obligations as the aggregate consideration for the Transferred Assets (as defined in the Additional Restructuring Agreement).

“Additional Restructuring Agreement” has the meaning ascribed thereto in the [Fourth Amendment](#).

| **“Additional Specified Liens”** has the meaning ascribed thereto in **Section 2.01(a)**.

| **“Additional Specified Obligations”** has the meaning ascribed thereto in **Section 2.01(a)**.

“**Administrative Agent**” means, at any time, the administrative agent for the Lending Parties under each of the Loan Documents (which, as of the Third Amendment Effective Date, is White Oak) and, thereafter, shall include any successor appointed in accordance with **Section 9.06**).

“**Administrative Agent’s Office**” means Administrative Agent’s address and, as appropriate, account as set forth on **Schedule 10.02**, or such other address or account as Administrative Agent may from time to time notify Administrative Borrower, Guarantors and each other Lending Party.

“**Administrative Borrower**” means Holdings.

“**Administrative Detail Form**” means an administrative detail form in a form supplied by, or otherwise acceptable to, Administrative Agent.

“**Affiliate**” means, with respect to any Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

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

“**Agent Required Approval Item**” has the meaning ascribed thereto in **Section 9.03(b)**.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all Lenders.

“**Agreement**” means this Loan Agreement.

“**Anti-Terrorism Law**” means, collectively: (a) the Patriot Act; (b) the Executive Order; (c) the Trading With the Enemy Act (50 U.S.C. § 1 *et seq.*); (d) the FCPA, (e) the United Nations Act (Canada); (f) the Special Economic Measures Act (Canada); (g) the Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law) (Canada); (h) the Freezing Assets of Corrupt Foreign Officials Act (Canada); (i) the Criminal Code (Canada); (j) any similar Law enacted in the United States or Canada from time to time; and (k) any other applicable terrorism laws, rules, regulations, and orders.

“**Applicable Margin**” means (a) for Term Loans bearing interest at the LIBOR Index Rate, seven and one quarter percent (7.25%) per annum and (b) for Term Loans bearing interest at the ABR Index Rate, six and one quarter percent (6.25%) per annum.

“**Approved Bank**” has the meaning ascribed thereto in the definition of “Cash Equivalents” contained herein.

“Approved Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities, which Person is administered or managed by (a) a Lending Party, (b) an Affiliate of a Lending Party, or (c) an entity or an Affiliate of an entity that administers or manages a Lending Party; *provided*, that an **“Approved Fund”** shall not include any Loan Party or any of their respective Affiliates.

“ASPE” means Canadian Accounting Standards for Private Enterprises.

“Assignment and Assumption” means an assignment and assumption entered into by a Lending Party and an Eligible Assignee (with the consent of any party whose consent is required by **Section 10.06(b)**), and accepted by Administrative Agent, substantially in the form attached hereto as **Exhibit A**, or any other form approved by the Lender Representative. The Lender Contribution Agreement shall be deemed an approved form for purposes of the foregoing definition.

“Audited Financial Statements” means the audited consolidated financial statements of Soroc Holdings and its Subsidiaries immediately prior to the Closing Date consisting of a balance sheet, statement of income and retained earnings, statement of changes in equity and statement of cash flows, together with the notes thereto, as of and for the fiscal years ended December 31, 2018 and December 31, 2019.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

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

“Bankruptcy Code” means the federal Bankruptcy Reform Act of 1978 (11 U.S.C. Sections 101 *et seq.*).

“Bankruptcy Laws” means, collectively: (a) the Bankruptcy Code; (b) the Canadian Insolvency Laws; and (c) 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, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Base Rate” means, for any day, an interest rate equal to the sum of (i) the LIBOR Index Rate *plus* (ii) the Applicable Margin; *provided* that if a Market Disruption Event occurs, then and until such Market Disruption Event no longer exists and in any event, from and after the

Third Amendment Effective Date, “Base Rate” shall mean, for any day, an interest rate equal to (i) the ABR Index Rate *plus* (ii) the Applicable Margin.

“**Books and Records**” means, as to any Person, all of such Person’s books and records including ledgers, Tax Returns, records regarding such Person’s assets or liabilities, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

“**Borrower**” and “**Borrowers**” have the meaning ascribed thereto in the introductory paragraph hereof; *provided* that upon the consummation of the Permitted Amalgamation, “Borrower” and “Borrowers” shall mean Holdings and Technology, together with any other Person joined hereto as a borrower from time to time thereafter. Following the Third Amendment Effective Date, upon the Equity Transfer Effective Time and the effectiveness of the NewCo Loan Agreement, the sole Borrower will be Holdings, and Technology will cease to be a Borrower hereunder.

“**Bridge Loan**” means that certain term loan facility in an aggregate amount equal to \$4,207,000 provided by Silicon Valley Bank to Holdings on or about February 18, 2022, which such term loan facility shall be subject to the Bridge Loan Subordination Agreement.

“**Bridge Loan Refinancing Debt**” means Debt held by Sponsor (which in no event shall include Parent or any of its Subsidiaries) that refinances the Bridge Loan, so long as such Debt is in an aggregate principal amount that does not exceed the then outstanding principal amount of the Bridge Loan (except by the amount of any accrued interest and fees, payment in kind interest, reasonable closing costs, expenses and premium paid in connection with such extension, renewal, replacement or refinancing); (b) such Debt has a final maturity no sooner than ninety-one (91) days after the Maturity Date; (c) such Debt is subordinated to the Obligations on terms that are no less favorable to Administrative Agent and the Lenders than those terms set forth in the Bridge Loan Subordination Agreement, subject to adjustment with respect to clauses (b) and (d) hereof; and (d) such Debt does not provide for any cash payments, except for prepayment with proceeds of, or conversion to, Equity Interests issued by Parent (other than Disqualified Equity Interests), provided that such proceeds shall not be available to increase any basket hereunder tied to the receipt of proceeds of Equity Interests of Parent. From and after the Third Amendment Effective Date, no Bridge Loan Refinancing Date shall be permitted hereunder.

“**Bridge Loan Repayment**” means the permanent repayment of the Bridge Loan in an aggregate principal amount not to exceed \$4,207,000, along with all interest accrued thereon. From and after the Third Amendment Effective Date, no Bridge Loan Repayment shall be permitted hereunder.

“**Bridge Loan Subordination Agreement**” means that certain subordination agreement with respect to the Bridge Loan by and between the Administrative Agent and Silicon Valley Bank and acknowledged by the Loan Parties, which is in form and substance satisfactory to Lender Representative and Silicon Valley Bank.

“Business Day” means (i) any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, Toronto, Ontario, San Francisco, California and New York, New York or the city and state where Administrative Agent’s Office is located, and (ii) with respect to all notices and determinations in connection with LIBOR Index Rate, any day which is a Business Day described herein and which is also a day for trading by and between banks in the U.S. dollar depositions in the London interbank market. “Business Day” shall also exclude any day that any of the Federal Reserve Bank of New York, the New York Stock Exchange or the New York Fed is closed and any other day included in the recommended holiday schedule of the Loan Syndications and Trading Association for calculating delayed compensation.

“CallCo” means Soroc Canadian CallCo Inc., an Ontario corporation.

“Canadian Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Canadian Dollars, such amount in Canadian Dollars and (b) with respect to any amount denominated in Dollars, the equivalent amount thereof in Canadian Dollars as determined by the Administrative Agent at such time of calculation on the basis of the applicable Spot Rate.

“Canadian Dollars” and **“C\$”** mean the lawful money of Canada.

“Canadian Defined Benefit Pension Plan” means each Canadian Pension Plan, other than a Canadian Multi-Employer Pension Plan, that contains a “defined benefit provision” as such term is defined in Section 147.1(1) of the Tax Act.

“Canadian Foreign Holding Company” means any Canadian Subsidiary that has no material assets (directly or through one or more disregarded entities) other than Equity Interests (including, for this purpose, any debt or other instrument treated as equity for Canadian income tax purposes) in one or more Subsidiaries (other than Canadian Subsidiaries or Domestic Subsidiaries).

“Canadian Guaranty and Security Agreement” means a guaranty and security agreement, dated as of the Funding Date, in form and substance reasonably satisfactory to Lender Representative and Administrative Agent, executed and delivered by each of the Canadian Loan Parties to Administrative Agent.

“Canadian Insolvency Laws” means any of the Bankruptcy Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), and any other applicable insolvency or other similar law of Canada or any province or territory thereof relating to bankruptcy, insolvency, assignments for the benefit of creditors, or compromises generally with creditors, or proceedings seeking dissolution, liquidation, winding-up or other similar relief (including, without limitation, the Canadian corporate statutes when relied upon in connection with a restructuring, reorganization or reduction of debt).

“Canadian Loan Parties” means any Loan Party that is organized under the Laws of Canada or any province or territory thereof.

“Canadian Multi-Employer Pension Plan” means each Canadian Pension Plan that is a “multi-employer pension plan” as such term is defined under the PBA, and each “multi-employer plan” as such term is defined in Section 8500(1) of the Income Tax Regulations (Canada).

“Canadian Pension Event” means (a) a withdrawal by a Loan Party from a Canadian Defined Benefit Pension Plan resulting in the full or partial wind-up of such Canadian Defined Benefit Pension Plan or resulting in either the imposition of withdrawal liability on any Loan Party, or notification to any Loan Party thereof concerning the imposition of any withdrawal liability; (b) a complete or partial withdrawal by a Loan Party from a Canadian Multi-Employer Pension Plan resulting in the imposition of withdrawal liability on a Loan Party or any Affiliate thereof, or notification of a Loan Party concerning the imposition of withdrawal liability; (c) the filing by a Loan Party of a notice of intent to terminate a Canadian Defined Benefit Pension Plan or the receipt by a Loan Party of notification that a notice of an intent to terminate a Canadian Multi-Employer Pension Plan has been filed with the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario, or a similar Governmental Authority of another provincial or federal jurisdiction; (d) the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario, or a similar Governmental Authority instituting proceedings to revoke registration or terminate, in whole or in part, (i) any Canadian Defined Benefit Pension Plan or causing a trustee to be appointed to administer any Canadian Defined Benefit Pension Plan, or (ii) any Canadian Multi-Employer Pension Plan or causing a trustee to be appointed to administer any Canadian Multi-Employer Pension Plan; or (e) a contribution failure in respect of any Canadian Pension Plan sufficient to give rise to a Lien, or the occurrence of any event with respect to any Canadian Pension Plan which could result in the incurrence of a liability, fine or penalty under the terms of such plan, the PBA or the Tax Act.

“Canadian Pension Plan” means each plan or arrangement maintained, sponsored or funded by a Loan Party, or in respect of which a Loan Party thereof has any liability, contingent or otherwise, in each case, that is subject to the requirements of the PBA, but shall not include a Canadian Multi-Employer Pension Plan, the Canada Pension Plan or Quebec Pension Plan.

“Canadian Purchaser” has the meaning ascribed thereto in the introductory paragraph hereof.

“Canadian Subsidiary” means any Subsidiary that is organized under the Laws of Canada or any province or territory thereof.

“Canadian Term Loans” means any Term Loans advanced in Canadian Dollars.

“Capital Expenditures” means, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of Parent and its Subsidiaries prepared in accordance with GAAP, but excluding expenditures made in connection with the purchase, replacement, substitution, or restoration of assets to the extent (a) financed from insurance proceeds paid on account of the loss of or damage to the assets being replaced or restored, (b) financed with cash awards of compensation arising from casualty events that are not required to be applied to permanently prepay the Term Loans under this Agreement, (c) made as a tenant in

leasehold improvements to the extent reimbursed by the landlord or any other capital expenditure to the extent reimbursed by a third party, in each case (i) that is not a Loan Party or a Subsidiary thereof and (ii) to the extent not otherwise prohibited by this Agreement, (d) financed with the proceeds of capital contributions of a Person that is not a Loan Party to Parent or issuance by Parent of Equity Interests to such Person, in each case, that are not otherwise prohibited by this Agreement and not required to be applied to permanently prepay the Term Loans under this Agreement, (e) constituting consideration payable in respect of a Permitted Acquisition (other than expenditures made subsequent to the consummation of any such Permitted Acquisition), or (f) made from the trade-in of existing assets with respect to the purchase price of assets that are purchased substantially contemporaneously therewith to the extent the amount of such purchase price is reduced by the credit granted by the seller of such assets for the assets being traded in at such time.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; *provided*, that all obligations of any Person that are or would be characterized as an operating lease in accordance with GAAP as in effect on the December 14, 2018 (whether or not such operating lease obligations were in effect on the December 14, 2018) shall continue to be accounted for as an operating lease (and not as a capital lease) for purposes of this Agreement regardless of any change in GAAP following the December 14, 2018 (or any required implementation of any change in GAAP promulgated prior to the December 14, 2018) that would otherwise require such obligations to be recharacterized as Capital Lease Obligations.

“Cash Equivalents” means, as to any Person: (a) securities issued or directly and fully and unconditionally guaranteed or insured by the United States, Canada or any agency or instrumentality thereof (but only so long as the full faith and credit of the United States and Canada, as applicable, is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition; (b) securities issued by any state of the United States or any province or territory of Canada, or any political subdivision of any such state, province or territory or any public instrumentality thereof having maturities of not more than ninety days from the date of acquisition and having one of the two highest ratings from either S&P or Moody’s; (c) certificates of deposit, denominated solely in Dollars or Canadian Dollars, maturing within two years after the date of acquisition, issued by any commercial bank organized under the laws of Canada, the United States or any state thereof or the District of Columbia or that is a Canadian or U.S. Subsidiary of a foreign commercial bank; in each of the foregoing cases, solely to the extent that: (i) such commercial bank’s short-term commercial paper is rated at least A-2 or the equivalent by S&P or at least P-2 or the equivalent thereof by Moody’s (any such commercial bank, an ***“Approved Bank”***); or (ii) the par amount of all certificates of deposit acquired from such commercial bank are fully insured by the Federal Deposit Insurance Corporation or the Canada Deposit Insurance Corporation, as applicable; (d) commercial paper issued by any Approved Bank (or by the parent company thereof), in each case maturing not more than one year after the date of acquisition; (e) shares of any money market fund that has substantially all of its assets invested continuously in the types of investments referred to above, has net assets of at least \$500,000,000 and has the highest rating

obtainable from either Moody's or S&P; (f) investments by a Subsidiary that is not a Domestic Subsidiary or a Canadian Subsidiary of comparable tenor and credit quality to those described in the foregoing clauses (a) through (e) under the laws of the jurisdiction of such Subsidiary for short-term cash management purposes; and (g) other instruments approved by Lender Representative in its reasonable discretion.

“CFC” means a controlled foreign corporation (as defined in Section 957 of the Code).

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided*, that notwithstanding anything to the contrary contained herein: (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law” regardless of the date enacted, adopted or issued.

“Change of Control” means:

(a) Permitted Holders fail to own and control, directly or indirectly, 51% or more, of the Equity Interests of Ultimate Parent entitled (without regard to the occurrence of any contingency) to vote for the election of members of the board of managers or equivalent governing body of Ultimate Parent;

(b) the failure of Ultimate Parent to own directly or indirectly, beneficially and of record, 100.00% of the aggregate ordinary voting power and economic interests represented by the issued and outstanding Equity Interests of Parent, Holdings and DecisionOne;

(c) a majority of the members of the board of directors of Ultimate Parent do not constitute Continuing Directors; or

(d) at any time before the Equity Transfer Effective Time, the occurrence of any “change of control” or “change in control” under the Working Capital Facility.

“Chattel Paper” means, as to any Person, all chattel paper (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA), including electronic chattel paper (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA), now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party).

“Claims” means, collectively, any claim or cause of action based upon or arising out of this Agreement, the other Loan Documents or any of the transactions contemplated hereby or thereby, including contract claims, tort claims, breach of duty claims, and all other common law or statutory claims.

“***Closing Date***” means December 21, 2020.

“***Closing Date Acquisition***” means the acquisition by Canadian Purchaser on the Funding Date of 100% of the Equity Interests issued by RC Data pursuant to the terms of the Closing Date Acquisition Agreement.

“***Closing Date Acquisition Agreement***” means that certain Securities Purchase Agreement dated as of December 17, 2020, by and among Canadian Purchaser, as buyer, Ultimate Parent, as parent, RC Data, as the company, 2791052 Ontario Inc., an Ontario corporation, as a seller, Rudy Cheddie 2033 Trust, a trust formed pursuant to the laws of Ontario, as a seller, and Rudy Cheddie, an individual, as a seller.

“***Closing Date Acquisition Documents***” means the Closing Date Acquisition Agreement and all other documents related thereto and executed in connection therewith, along with each representation and warranty insurance policy obtained in connection therewith.

“***Code***” means the Internal Revenue Code of 1986, and, as applicable, the Treasury Regulations promulgated thereunder, or, if applicable, any successor Laws.

“***Collateral***” means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by any Loan Party or any of their respective Subsidiaries in or upon which a Lien is granted, or purported to be granted, by such Person in favor of Administrative Agent or the Lenders under any of the Loan Documents, excluding Excluded Property (as defined in the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable).

“***Collateral Access Agreement***” means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in any Collateral, in each case, in form and substance reasonably satisfactory to Lender Representative.

“***Collateral Accounts***” means all commodity accounts, deposit accounts and securities accounts (including, in each case, as defined in the Uniform Commercial Code or, if applicable, the PPSA) of any Loan Party, other than the Excluded Accounts.

“***Collateral Documents***” means, collectively: (a) this Agreement; (b) each Control Agreement entered into in connection with this Agreement; (c) each Intellectual Property assignment or security agreement, each in form and substance reasonably satisfactory to Lender Representative, entered into in connection with this Agreement or the Guaranty and Security Agreement; (d) each Deed of Trust; (e) the Guaranty and Security Agreement, the Canadian Guaranty and Security Agreement; (f) each Copyright Security Agreement; (g) each Patent Security Agreement; (h) each Trademark Security Agreement; (i) any Design Security Agreement; (j) any Collateral Access Agreement; (k) any guaranty, guaranty and security agreement or other document similar to the documents referred to in clauses (a) through (j) of this definition executed on or after the Funding Date pursuant to the terms hereof or otherwise in connection with the transactions contemplated hereby; and (l) all financing statements (or comparable documents now or hereafter filed in accordance with the Uniform Commercial Code, the PPSA or other comparable Law) against Borrowers or any other Loan Party or any other

Loan Document as debtor in favor of Administrative Agent, for the benefit of itself and each other Lending Party (or any of the foregoing), as secured party.

“Commitment” means, collectively, without duplication, the Initial Term Loan Commitment, the Second Amendment Term Loan Commitment, the Third Amendment Term Loan Commitment, the DDTL Commitment, and any Incremental Term Loan Commitment. As of the Third Amendment Effective Date, there is no unfunded Commitment hereunder.

“Company Group” has the meaning ascribed thereto in the Closing Date Acquisition Agreement.

“Competitor” means any Person that is specifically identified as being engaged in providing information technology services or other business operations that, in each case, substantially competes with the business of Borrowers and their respective Subsidiaries.

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

“Consolidated Debt” means, at any date of determination, the sum (without duplication) of all Debt (other than letters of credit or bank guarantees, to the extent undrawn) consisting of Capital Lease Obligations, Debt for borrowed money (it being acknowledged and agreed that any undrawn commitments available under any revolving credit facility shall not be included as Debt for borrowed money), and Debt in respect of the deferred purchase price of property or services (excluding trade payables incurred in the ordinary course of business, and purchase price adjustments, working capital adjustments or escrow adjustments pursuant to any Acquisition documents) and all Guarantees of the foregoing, in each case determined on a consolidated basis for Parent and its Subsidiaries in accordance with GAAP. None of the Bridge Loan, the Sponsor Bridge Loan, nor the Bridge Loan Refinancing Debt shall constitute Consolidated Debt.

“Continuing Director” means (a) any member of the board of directors who was a director (or comparable manager) of Ultimate Parent on the Funding Date, and (b) any individual who becomes a member of the board of directors after the Funding Date if such individual was approved, appointed or nominated for election to the board of directors by a majority of the Continuing Directors.

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

“Control” means (other than when used in the terms “Change of Control” and “Control Agreement”) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“Control Agreement” means any agreement entered into among a depository institution or securities intermediary at which a Loan Party maintains a Collateral Account, such Loan Party

and Administrative Agent, pursuant to which Administrative Agent obtains control (within the meaning of the Uniform Commercial Code) over such Collateral Account, in form and substance reasonably satisfactory to Lender Representative.

“Copyright License” means, as to any Person, all licenses and other similar rights now provided or hereafter provided to such Person (or in which such Person has rights or the power to transfer rights to a secured party) with respect to any Copyright of another Person.

“Copyrights” means, as to any Person, all of the following now owned or hereafter adopted or acquired by such Person: (a) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or Canada, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office or the Canadian Intellectual Property Office; and (b) all proceeds of the foregoing, including license fees, royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto and all renewals and extensions thereof.

“Copyright Security Agreement” has the meaning ascribed thereto in the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable.

“Credit Extensions” means all of the following: (a) the Initial Term Loan; (b) the Second Amendment Term Loans; (c) the Third Amendment Term Loans; (d) the DDTL Term Loans; (e) any Incremental Term Loan; and (f) all Protective Advances.

“Credit Outstanding” means, as of any date of determination, the then Outstanding Amount of all unused Commitments, Credit Extensions and the Make-Whole Amount (if any is then due and payable as of such date of determination) owing with respect thereto.

“Daily Exchange Rate” means the daily average exchange rate as published by a reputable source chosen by the Administrative Agent in good faith and as reasonably determined by the Administrative Agent; *provided* that, if any such date of determination is not a Business Day, then it shall be the Daily Exchange Rate as of the most recently ended Business Day.

“Debt” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services, (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Debt secured thereby has been assumed, (g) all Guarantees by such Person of Debt of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (k) all obligations of such Person under any liquidated earn-out, (l) any

other Off-Balance Sheet Liability of such Person, (m) all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Swap Contracts or hedge contracts, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Contracts or hedge contracts, and (n) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Disqualified Equity Interest, valued, in the case of a Disqualified Equity Interest that is a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends. The Debt of any Person shall include the Debt 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 Debt provide that such Person is not liable therefor. Notwithstanding the foregoing, Debt shall not include (i) trade payables, accrued expenses and deferred Tax and other credits incurred in the ordinary course of business, (ii) prepaid or deferred revenue arising in the ordinary course of business, (iii) any earnout obligations until such obligation has not been paid when due and such obligation is reflected as a liability on the balance sheet of such Person in accordance with GAAP, and (iv) purchase price adjustments, working capital adjustments or escrow adjustments pursuant to any Acquisition documents.

“DecisionOne” means, collectively, DecisionOne US and DecisionOne CA.

“DecisionOne Acquisition” means the acquisition on the Second Amendment Effective Date by Holdings of 100% of the Equity Interests issued by DecisionOne US and Technology of 100% of the Equity Interest issued by DecisionOne CA pursuant to the terms of the DecisionOne Acquisition Agreement.

“DecisionOne Acquisition Agreement” means that certain Securities Purchase Agreement dated as of the Second Amendment Effective Date, by and among Holdings, Ultimate Parent, DecisionOne US and MainOne Technology Solutions, LLC.

“DecisionOne Acquisition Documents” means the DecisionOne Acquisition Agreement and all other documents related thereto and executed in connection therewith, along with each representation and warranty insurance policy obtained in connection therewith.

“DecisionOne CA” means DecisionOne Corporation, a New Brunswick corporation.

“DecisionOne US” means DecisionOne Corporation, a Delaware corporation.

“Deed of Trust” means each mortgage or deed of trust or other similar document executed and delivered to Administrative Agent pursuant to the terms hereof or otherwise in connection herewith.

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

“Default Rate” means an interest rate equal to the sum of: (a) the then applicable Base Rate, *plus* (b) two percent (2.0%) per annum.

“Defaulting Lender” means, subject to **Section 2.12(c)**, any Lender that (a) has failed to (i) fund all or any portion of its Term Loan within two Business Days of the date such Term Loan was required to be funded hereunder unless such Lender notifies Administrative Agent and Administrative Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to Administrative Agent or any Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified Administrative Borrower or Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund its Term Loans hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by Administrative Agent or Administrative Borrower, to confirm in writing to Administrative Agent and Administrative Borrower that it will comply with its prospective funding obligations hereunder (*provided*, that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by Administrative Agent), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding of the type described in **Section 8.01(f)**, (ii) become the subject of a Bail-In Action, or (iii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state, provincial, territorial or federal regulatory authority acting in such a capacity; *provided*, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by Lender Representative that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to **Section 2.12(c)**) upon delivery of written notice of such determination to Administrative Borrower and each Lender.

“DDTL Commitment” means (a) as to any Lender, the commitment of such Lender to make its Percentage Share of DDTL Term Loans as set forth on **Schedule 2.01-B** to this Agreement (before giving effect to the Third Amendment Effective Date) or in the most recent Assignment and Assumption to which it is a party (as adjusted to reflect any assignments as permitted hereunder) and (b) as to all Lenders, the aggregate commitment of all Lenders to make DDTL Term Loans. As of the Third Amendment Effective Date, the aggregate DDTL Commitment of all Lenders is \$0.

“DDTL Commitment Termination Date” means the earliest to occur of (a) the date on which all of the DDTL Commitments are fully drawn, (b) the date all remaining unfunded

DDTL Commitments are terminated in accordance with the terms of this Agreement, and (c) the Third Amendment Effective Date.

“DDTL Funding Conditions” has the meaning assigned to that term in **Section 4.03**.

“DDTL Funding Date” means, with respect to any DDTL Term Loan funding, the date on which such DDTL Term Loan is funded in accordance with **Section 2.01(c)**.

“DDTL Lender” means each Lender with a DDTL Commitment (or, if the DDTL Commitments have terminated, that holds DDTL Term Loans).

“DDTL Term Loan” means each term loan funded under the DDTL commitment pursuant to **Section 2.01(b)**.

“DDTL Term Loan Notice” has the meaning assigned to that term in **Section 2.01(c)**.

“Design Licenses” as to any Person, means all licenses and other similar rights now provided or hereafter provided to such Person (or in which such Person has rights or the power to transfer rights to a secured party) with respect to any Design of another Person.

“Design Security Agreement” has the meaning ascribed thereto in the Canadian Guaranty and Security Agreement.

“Designs” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all industrial designs, intangibles of like nature and any work subject to the design laws of Canada or any other country, (b) all registrations, recordings and applications for registrations of any such industrial designs in Canada or any other country, including registrations in the Canadian Intellectual Property Office, (c) income, fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) rights corresponding thereto throughout the world.

“Disposition” means the sale, assignment transfer, conveyance, exclusive license, lease or other disposition (including any sale and leaseback transaction and any allocation, transfer or similar transaction in connection with a Division) of any property by any Person, including any sale, assignment, transfer, conveyance or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, but excluding any Event of Loss. The term “*Dispose*” has a meaning correlative thereto.

“Disqualified Equity Interest” means any Equity Interest of any Person that, by its terms (or by the terms of any Equity Interest or other security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event or circumstance, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires or mandates payments or distributions in cash, on or prior to the date that is 91 days after the Maturity Date; *provided*, that any Equity Interests that would not constitute a Disqualified Equity Interest but for provisions thereof giving holders thereof (or the holders of any security

into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a change in control or an asset sale occurring prior to 91 days after the Maturity Date shall not constitute Disqualified Equity Interests if such Equity Interests provide that the issuer thereof will not, and is not required to, redeem any such Equity Interests pursuant to such provisions prior to the payment in full of the Obligations.

“Disqualified Institution” means, on any date, (a) any Person designated by Sponsor as a “Disqualified Institution” by written notice delivered to Administrative Agent prior to the date hereof, (b) any Competitor of Parent or its Subsidiaries identified in writing by Administrative Borrower to Administrative Agent after the date hereof, subject to the written consent of Lender Representative (which consent, so long as no Event of Default exists, shall not be unreasonably withheld, conditioned or delayed), (c) any Specified Debt Fund, commercial bank, investment bank, commercial finance company, or depositary financial institution identified in writing by Administrative Borrower to Administrative Agent after the date hereof, subject to the written consent of Lender Representative (which consent, so long as no Event of Default exists, shall not be unreasonably withheld, conditioned or delayed); *provided*, that (i) “Disqualified Institutions” shall exclude any Person that Administrative Borrower has designated as no longer being a “Disqualified Institution” by written notice delivered to Administrative Agent from time to time, (ii) no designation of any Person as a Disqualified Institution pursuant to clause (b) or (c) above shall retroactively disqualify any assignments or participations made to, or information provided to, such Person before it was designated as a Disqualified Institution, and such Person shall not be deemed to be a Disqualified Institution in respect of any assignments or participations made (or to be made pursuant to an existing legally binding agreement) to such Person prior to the date of such designation, and (iii) in no event shall a Specified Debt Fund, a commercial bank, an investment bank, a commercial finance company, or a depositary financial institution be a Disqualified Institution unless such Specified Debt Fund (or other entity) is specifically identified under clause (a) or (c) above. From and after the Third Amendment Effective Date, there shall be deemed to be no Disqualified Institutions.

“Division” means, in reference to any Person which is an entity, the division of such Person into two (2) or more separate Persons, with the dividing Person either continuing or terminating its existence as part of such division, including as contemplated under Section 18-217 of the Delaware Limited Liability Company Act for limited liability companies formed under Delaware law, or any analogous action taken pursuant to any other applicable law with respect to any corporation, limited liability company, partnership or other entity. The word “Divide,” when capitalized, shall have a correlative meaning.

“Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Dollars, such amount in Dollars and (b) with respect to any amount denominated in Canadian Dollars, the equivalent amount thereof in Dollars as determined by the Administrative Agent at such time of calculation on the basis of the applicable Spot Rate.

“Dollar” and ***“\$”*** mean the lawful money of the United States.

“Domestic Foreign Holding Company” means any Domestic Subsidiary that has no material assets (directly or through one or more disregarded entities) other than Equity Interests

(including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in one or more CFCs (other than any Canadian Subsidiaries or Domestic Subsidiaries) and that conducts no material business other than holding such Equity Interests.

“Domestic Subsidiary” means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.

“Due Diligence Certificate” means a perfection certificate in form reasonably acceptable to Lender Representative.

“EBITDA” means, for any period, Net Income for such period *plus* (a) without duplication and to the extent deducted in determining Net Income for such period, the sum of the following:

- (i) Interest Expense for such period,
- (ii) income tax expense for such period,
- (iii) all amounts attributable to depreciation and amortization expense for such period,
- (iv) any other non-cash losses, charges or expenses for such period (but excluding (A) any non-cash losses, charges or expenses in respect of an item that was included in Net Income in a prior period and (B) any non-cash loss, charge or expense that is an accrual of a reserve for a cash expenditure or payment to be made, or anticipated to be made, in a future period);
- (v) any unusual or nonrecurring losses, charges or expenses in the determination of Net Income,
- (vi) documented out-of-pocket expenses, charges and fees incurred during such period and after the Funding Date in connection with the administration (including in connection with any waiver, amendment, supplementation or other modification thereto of the Loan Documents) of the Loan Documents and the Working Capital Loan Documents,
- (vii) non-cash deductions, expenses, or charges for any unamortized fees, costs, prepayment premiums and expenses previously paid in cash and capitalized and subsequently deducted from Net Income in connection with the repayment of Debt,
- (viii) non-cash deductions, expenses, or charges to Net Income attributable to (A) purchase accounting adjustments made in accordance with GAAP or (B) changes in accounting principles, practices or policies required to conform with or harmonize to accounting principles, practices or policies related to the Closing Date Acquisition Agreement or acquisitions to the extent deducted in the determination of Net Income,
- (ix) management fees, transaction fees, reimbursement of costs and expenses and indemnities under the Management Agreement to the extent permitted to be paid or accrued under **Section 7.06(d)**,
- (x) any aggregate net loss on any Disposition outside the ordinary course of business,

(xi) reasonable and documented out-of-pocket fees, costs and expenses incurred before, on or within three hundred sixty five (365) days after the Funding Date in connection with the Closing Date Acquisition, in an aggregate amount not to exceed C\$10,400,000; *provided* that the amount of such fees, costs and expenses incurred during the period beginning on January 1, 2021 and ending three hundred sixty five (365) days after the Funding Date shall not exceed C\$750,000 in the aggregate,

(xii) reasonable and documented out-of-pocket transaction costs, fees, expenses, charges and any one time payments made to third parties that are not Affiliates of any Loan Party related to any Permitted Acquisition, joint venture permitted under this Agreement, issuances of Equity Interests permitted under this Agreement, Dispositions permitted under this Agreement, or the issuance of Debt permitted under this Agreement, in each case, whether or not consummated, but limited to an aggregate amount not to exceed \$1,200,000 during such twelve consecutive month period in the case of all of the foregoing that are not consummated,

(xiii) non-cash expenses in connection with any issuance of Equity Interests (other than Disqualified Equity Interests) permitted hereunder to employees, officers or directors of Parent or any of its Subsidiaries,

(xiv) non-cash losses arising from Swap Contracts of Parent and its Subsidiaries for such period,

(xv) losses and expenses with respect to liability or casualty events or business interruption, *in each case* only to the extent (1) covered by insurance or indemnification provided by solvent, credit worthy third parties, and (2) actually reimbursed in cash or Administrative Borrower has made a reasonable determination that there exists reasonable evidence that such amount will in fact be reimbursed in cash by such insurer or indemnifying party, but only so long as such amount is in fact reimbursed within 180 days of the date of the end of the applicable period and expenses (with a deduction in the period in which such 180 day period ends for any amount so added back to the extent not so reimbursed within 180 days),

(xvi) any costs or expense incurred by Parent and its Subsidiaries pursuant to any management or employee equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are solely funded with cash proceeds contributed to the capital of Parent or net cash proceeds of an issuance of Equity Interests and otherwise applied for another purpose hereunder of Parent (or any parent thereof), provided that such cash proceeds are substantially concurrently contributed to Borrowers,

(xvii) for any period, or the portion of any period, ending on or before December 31, 2024, the amount of excess executive compensation with respect to Rudy Cheddie in an aggregate amount equal to C\$300,000 per fiscal year,

(xviii) reasonable fees and expenses of members of board of directors (or similar governing body) who are not Affiliates of the Sponsor, incurred in connection with such Person serving as a member of such board of directors and performing his or her duties in respect thereof,

(xix) the amount of (1) restructuring and similar charges, expenses and costs, (2) start-up costs, losses and charges associated with other locations in new geographical markets, (3) other than as provided in clause (xx) below, signing, retention and completion bonuses, severance payments, relocation expenses and recruiting fees and expenses, (4) fees, expenses, losses and costs incurred in connection with consulting arrangements, strategic or new initiatives, transition costs, integration costs, facilities and closed markets and business optimization and networking expenses and (5) other than as provided in clause (xxi) below, costs incurred in connection with new systems design and implementation costs; *provided* that the aggregate amount added back to EBITDA pursuant to this clause (xix) in any 12 consecutive month period, taken together with the aggregate amount included in EBITDA pursuant to the definition of Pro Forma Basis during such 12 consecutive month period, shall not exceed 20% of EBITDA for such 12 consecutive month period (prior to giving effect to the addback pursuant to this clause (xix) and pursuant the definition of Pro Forma Basis),

(xx) during the first 36 months following the Funding Date or the Second Amendment Effective Date, as applicable, recruiting fees and sign-on and relocation bonuses in an aggregate amount not to exceed \$1,000,000 during the term of this Agreement,

(xxi) during the first 18 months following the Funding Date or the Second Amendment Effective Date, implementation costs in connection with management information and ERP systems in an aggregate amount not to exceed \$1,000,000 during the term of this Agreement,

(xxii) during the first 18 months following the Second Amendment Effective Date, integration and restructuring expenses related to or resulting from the DecisionOne Acquisition in an aggregate amount not to exceed \$1,000,000 during the term of this Agreement,

(xxiii) net losses resulting from foreign currency translation adjustments,

(xxiv) (1) fees, costs, losses, charges or expenses, *in each case* as may be approved in writing by the Required Lenders in their reasonable discretion and (2) projected cost savings as may be approved in writing by the Required Lenders at their sole option, and

(xxv) non-cash net losses arising from Swap Contracts of Parent and its Subsidiaries for such period;

minus (b) without duplication and to the extent included in Net Income,

(i) any unusual, non-recurring extraordinary gains or income;

(ii) non-cash net gains arising from Swap Contracts of Parent and its Subsidiaries for such period;

(iii) net gains resulting from foreign currency translation adjustments, and

(iv) any other non-cash items of income for such period (other than (1) the accrual of revenue and recording of receivables that reduced Net Income during a period following the Funding Date, and (2) recognition of vendor rebates and revenue from customer deposits in accordance with GAAP, in each case, in the ordinary course of business);

all calculated for Parent and its Subsidiaries on a consolidated basis in accordance with GAAP;

provided that, notwithstanding anything in this definition of EBITDA or otherwise to the contrary: (A) the aggregate amount added back to EBITDA pursuant to the foregoing clauses **(a)(v)** and **(a)(xix)** in any 12 consecutive month period, taken together with the aggregate amount included in EBITDA pursuant to the definition of Pro Forma Basis during such 12 consecutive month period, shall not exceed 25% of EBITDA for such 12 consecutive month period (prior to giving effect to the addbacks pursuant to such clauses and to the addition pursuant to the definition of Pro Forma Basis), and (B) after the Second Amendment Effective Date, for purposes of calculating EBITDA for the periods set forth below, EBITDA shall be deemed to be the amount set forth opposite such periods:

<u>Amount</u>	<u>Period</u>
\$ 5,817,883.85	Fiscal Quarter ending December 31, 2020
\$ 6,772,159.15	Fiscal Quarter ending March 31, 2021
\$ 6,718,797.09	Fiscal Quarter ending June 30, 2021
\$ 6,581,295.08	Fiscal Quarter ending September 30, 2021
Actual EBITDA for such month, adjusted in a manner consistent with the adjustments included for the foregoing periods	Fiscal Month ending October 31, 2021
	Fiscal Month ending November 30, 2021
	Fiscal Month ending December 31, 2021

EBITDA shall be calculated on a Pro Forma Basis in a manner and amounts reasonably satisfactory to Lender Representative to give effect to any Pro Forma Transaction (other than the Closing Date Acquisition and the DecisionOne Acquisition) consummated at any time on or after the first date of the test period thereof as if each Pro Forma Transaction had been effected on the first day of such period.

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

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

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

“Effective Date” means the first date on which all of the conditions precedent in **Section 4.01** are satisfied (or waived in accordance with **Section 10.01**).

“Electronic Platform” means an electronic system for the delivery of information (including documents), such as IntraLinks On-Demand WorkspacesTM or DXSyndicateTM, that may or may not be provided or administered by Administrative Agent or an Affiliate thereof.

“Eligible Assignee” means any of the following: (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any fund or account managed or administered solely by White Oak or any of its Affiliates.

“Environmental Claims” means all claims, however asserted, by any Governmental Authority or other Person alleging Environmental Liabilities.

“Environmental Laws” mean all Laws relating to pollution, the protection of the environment or the release of any materials into the environment, including those related to Hazardous Materials or wastes, air emissions and discharges to waste or public systems.

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

“Environmental Lien” means any Lien in favor of any Governmental Authority for Environmental Liabilities.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Equity Transfer Effective Time” has the meaning ascribed thereto in the Restructuring Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with Parent or any Subsidiary thereof within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means any of the following: (a) a Reportable Event with respect to a Pension Plan; (b) the incurrence by any Borrower or any ERISA Affiliate of any liability with respect to a withdrawal by any Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) the incurrence by any Borrower or any ERISA Affiliate of any liability with respect to a complete or partial withdrawal by any Borrower or any ERISA Affiliate from a Multiemployer Plan or the receipt by any Borrower or an ERISA Affiliate of notification that a Multiemployer Plan is or is expected to be, in endangered status or critical status, within the meaning of Section 432 of the Code or Section 305 of ERISA, or is expected to be insolvent, within the meaning of Title IV of ERISA; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition that constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the failure with respect to any Pension Plan to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA) or the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Pension Plan which could reasonably be expected to result in a Material Adverse Effect; (g) a determination that any Pension Plan is, or is expected to be, in “at risk” status (as defined in Section 430 of the Code or Section 303 of ERISA); (h) the failure of any Borrower or any ERISA Affiliate to make any required contribution to a Multiemployer Plan which could reasonably be expected to result in a Material Adverse Effect; or (i) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Borrower or any ERISA Affiliate.

“Erroneous Payment” has the meaning assigned to it in **Section 9.12(a)**.

“Erroneous Payment Deficiency Assignment” has the meaning assigned to it in **Section 9.12(d)**.

“Erroneous Payment Impacted Class” has the meaning assigned to it in **Section 9.12(d)**.

“Erroneous Payment Return Deficiency” has the meaning assigned to it in **Section 9.12(d)**.

“Erroneous Payment Subrogation Rights” has the meaning assigned to it in **Section 9.12(d)**.

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

“Event of Default” has the meaning ascribed thereto in **Section 8.01**.

“Event of Loss” means, with respect to any property of any Loan Party, any of the following: (a) any loss, destruction or damage of such property; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such property, or confiscation of such property or the requisition of the use of such property. An Event of Loss shall be deemed to include any recovery, collection or payment under or in respect of the DecisionOne Acquisition (including any recovery on a claim against the former directors or officers of DecisionOne or its former owner, and the proceeds of any insurance policy that may fund such recovery) or any insurance policy or indemnity agreement related thereto.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Accounts” means (a) deposit accounts and securities accounts with an aggregate amount on deposit therein of not more than \$800,000 in the aggregate at any one time plus, with respect to deposit accounts of DecisionOne US, an additional \$500,000 in the aggregate at any one time until 120 days after the Second Amendment Effective Date, (b) deposit accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Loan Party’s employees, (c) deposit accounts that are solely zero balance accounts so long as the balance in such zero balance account is at zero and no investment related property is maintained therein at the end of each Business Day, or (d) any deposit account or securities account for the sole purpose of holding cash that serves solely as collateral or security under any letter of credit or other obligation to the extent that the provision of such cash collateral to secure such obligations is permitted under this Agreement.

“Excluded Property” has the meaning ascribed thereto in the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable.

“Excluded Subsidiaries” means (i) any Subsidiary to the extent a Guarantee by such Subsidiary would be prohibited or restricted by law or by any restriction in any contract existing on the Funding Date or at the time such Subsidiary becomes a Subsidiary (including any requirement to obtain the consent of any Governmental Authority or third party (other than from a Loan Party or a Subsidiary)) solely to the extent that such prohibition or restriction was not entered into in contemplation of this Agreement or any of the other Loan Documents, (ii) any (a) Subsidiary that is neither a Domestic Subsidiary nor a Canadian Subsidiary, (b) direct or indirect Subsidiary of any Subsidiary that is neither a Domestic Subsidiary nor a Canadian Subsidiary, (c) Domestic Foreign Holding Company, or (d) any Canadian Foreign Holding Company, *in each case* solely to the extent that any such Subsidiary providing a Guarantee of the Obligations would result in material adverse tax consequences to any Borrower (including, without limitation, as a result of the operation of Sections 245A and 956 of the Code, taking into account any proposed or final regulations issued thereunder, or any similar Laws or regulation in any applicable jurisdiction) (it being understood and agreed that in the event of a change in Laws or published interpretation thereof resulting in material adverse tax consequences to any Loan Party, following any such designation of a Subsidiary as an Excluded Subsidiary, such Subsidiary shall be treated as an Excluded Subsidiary for all purposes of this Agreement), (iii) any Subsidiary of a Borrower that is not a Material Subsidiary, and (iv) any Subsidiary where the Lender Representative and Administrative Borrower mutually agree that the cost (including any

material adverse tax consequences) of obtaining a Guarantee of the Obligations by such Subsidiary would be excessive in light of the practical benefit to the Lenders afforded thereby. As of the Third Amendment Effective Date, no Subsidiary of Parent will be an Excluded Subsidiary. Notwithstanding the foregoing, no Person may constitute an Excluded Subsidiary if such Person is an obligor with respect to either any Debt exceeding the Threshold Amount, or the Working Capital Facility.

“Excluded Taxes” means, with respect to Administrative Agent, any other Lending Party or any other recipient of any payment to be made by or on account of any obligation of Borrowers or any other Loan Party hereunder or under any Loan Document: (a) Taxes imposed on or measured by net income or, with respect to Canadian Taxes, capital (in each case, however denominated), franchise Taxes and branch profits Taxes, in each case (i) imposed as a result of such Person 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) which are Other Connection Taxes; (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Person with respect to an applicable interest in the Term Loans or its Commitments pursuant to a Law in effect on the date on which (i) such Person acquires such interest in the Term Loans or its Commitments (other than pursuant to an assignment requested by Administrative Borrower under **Section 2.11**), or (ii) such Person changes its Lending Office, except in each case to the extent that, pursuant to **Section 2.08**, amounts with respect to such Taxes were payable either to such Person’s assignor immediately before such Person became a party hereto or to such Person immediately before it changed its Lending Office; (c) Taxes attributable to such Person’s failure to comply with **Section 2.08(f)**; (d) any U.S. federal withholding Taxes imposed under FATCA; (e) any Canadian Taxes payable by virtue of any Borrower, any Guarantor or a successor thereto not dealing at arm’s length (within the meaning of the Tax Act) with such Person at the time of the payment, except where the non-arm’s length relationship arises solely as a consequence of such Person having become a party to, received or perfected a security interest under or received or enforced any rights under, any Loan Document; and (f) any Canadian Taxes payable by virtue of a Person being either (i) a “specified non-resident shareholder” of any Borrower or a Guarantor or (ii) a non-resident person who does not deal at arm’s length with a specified shareholder of a Borrower or a Guarantor, in each case for purposes of subsection 18(5) of the Tax Act, except where such Person is a “specified non-resident shareholder”, or does not deal at arm’s length with a “specified shareholder”, solely as a consequence of such Person having become a party to, received or perfected a security interest under or received or enforced any rights under, any Loan Document.

“Executive Order” means Executive Order No. 13224 of September 23, 2001 (effective September 24, 2001), Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism.

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

“FCPA” means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided*, that (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one one-hundredth of 1.00%) charged to major money center banks on such day on such transactions as determined by Lender Representative.

“Fee Letter” means the Second Amendment Fee Letter, as amended, restated, amended and restated, modified or supplemented from time to time.

“Fiera Comox” means Fiera Comox Private Credit Opportunities Open-End Fund L.P.

“Fiscal Month” means, as of any date of determination with respect to Parent or any Subsidiary thereof, each calendar month occurring during each Fiscal Year.

“Fiscal Quarter” means, as of any date of determination with respect to Parent or any Subsidiary thereof, each calendar quarter occurring during each Fiscal Year.

“Fiscal Year” means, as of any date of determination with respect to Parent or any Subsidiary thereof, the fiscal year of Parent, which ends on December 31st in each calendar year.

“Fixed Charge Coverage Ratio” means the ratio, determined as of the end of each Fiscal Quarter of Borrowers for the four (4) Fiscal Quarter period then ended, of (a) EBITDA *minus* Unfinanced Capital Expenditures *minus* expenses for taxes paid in cash *minus* Restricted Payments under **Section 7.06(d)**, **Section 7.06(g)**, **Section 7.06(h)**, **Section 7.06(i)**, **Section 7.06(j)**, and **Section 7.06(n)**, to (b) Fixed Charges, all calculated for Parent and its Subsidiaries on a consolidated basis in accordance with GAAP.

“Fixed Charges” means, for any period, without duplication, cash Interest Expense, *plus* scheduled principal payments on Debt made during such period (excluding mandatory prepayments pursuant to **Section 2.03(c)** or mandatory prepayments under any Debt permitted under **Section 7.03(c)**), *plus* Capital Lease Obligation payments, all calculated for Parent and its Subsidiaries on a consolidated basis. For any period that ends on or prior to the first anniversary of the Second Amendment Effective Date, (i) Fixed Charges (other than scheduled payments of principal in respect of the Second Amendment Term Loans), along with the deductions to EBITDA that are included in the numerator of the Fixed Charge Coverage Ratio for such period, shall be calculated for the period from January 1, 2022 through and including the date of determination and multiplied by a fraction, the numerator of which is 365 and the denominator of which is the number of days in such period, and (ii) scheduled payments in respect of the Second Amendment Term Loans shall be deemed equal to \$720,000.

“Foreign Lender” means any Lender that is not a “United States Person” (as such term is defined in Section 7701(a)(30) of the Code).

“Fourth Amendment” means that certain Fourth Amendment to Loan Agreement, dated as of March 28, 2023, by and among the Loan Parties, the Lenders party thereto, Administrative Agent and the other Persons party thereto.

“Fourth Amendment Effective Date” means the date on which the conditions specified in Section 6 of the Fourth Amendment were satisfied (or waived in accordance with the terms thereof), which dated is March 28, 2023.

“Fourth Amendment Protective Advance” has the meaning ascribed thereto in Section 2.01(a).

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

“Funding Date” means the first date on which all of the conditions precedent in Section 4.02 are satisfied (or waived in accordance with Section 10.01). The Funding Date occurred on December 21, 2020.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“General Intangibles” means, as to any Person, all general intangibles (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party), including all right, title and interest that such Person may now or hereafter have under any contract, all payment intangibles (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA), customer lists, licenses, Intellectual Property, interests in partnerships, joint ventures and other business associations, permits, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, Software, databases, data, skill, expertise, experience, processes, models, drawings, materials, Books and Records, Goodwill (including Goodwill associated with any Intellectual Property), all rights and claims in or under insurance policies (including insurance for fire, damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key-person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses-in-action, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for Equity Interests and other Investment Property, and rights of indemnification.

“Goods” means, as to any Person, all goods (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) now owned or hereafter acquired by such Person

(or in which such Person has rights or the power to transfer rights to a secured party), wherever located, including embedded software to the extent included in goods (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) and fixtures (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA).

“Goodwill” means, as to any Person, all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and distribution agreements now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party).

“Governmental Authority” means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” means, as to any Person, any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the **“primary obligor”**) in any manner, whether directly or indirectly, and including any obligation of such Person, whether direct or indirect: (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation; (b) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation; (c) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation; or (d) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term **“Guarantee”** as a verb has a corresponding meaning.

“Guarantors” means, collectively: (a) each Person that is a **“Guarantor”** under the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable, and (b) each other Person who, on or following the date hereof pursuant to the terms of any Loan Document, has executed or is required to execute: (i) as a guarantor, a Guaranty of all or any portion of the Obligations; or (ii) as a pledgor, a third party pledge agreement (or similar document) in favor of Administrative Agent or the Lending Parties with respect to all or any portion of the Obligations and the Canadian Guaranty and Security Agreement, as applicable.

“Guaranty” means any guaranty or third party pledge agreement (or similar document), in form and substance reasonably satisfactory to Lender Representative, made by a Person for

the benefit of the Lending Parties or Administrative Agent on behalf of the Lending Parties and includes the guaranty set forth in the Guaranty and Security Agreement.

“Guaranty and Security Agreement” means a guaranty and security agreement, dated as of the Funding Date, in form and substance reasonably satisfactory to Lender Representative, executed and delivered by each of the Loan Parties to Administrative Agent.

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

“Holdings” has the meaning ascribed thereto in the introductory paragraph hereof.

“Identified Officer” means Rudy Cheddie.

“Incremental Amendment” has the meaning assigned to that term in Section 2.13(f).

“Incremental Effective Date” has the meaning assigned to that term in Section 2.13(f).

“Incremental Facility” has the meaning assigned to that term in Section 2.13(a).

“Incremental Facility Request” has the meaning assigned to that term in Section 2.13(a).

“Incremental Term Loan” has the meaning assigned to that term in Section 2.13(a).

“Incremental Term Loan Commitment” has the meaning assigned to that term in Section 2.13(a).

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

“Indemnitees” means, collectively, each Lending Party and each Related Party of any of the foregoing Persons.

“Information” has the meaning ascribed thereto in **Section 10.07**.

“Ingram Micro” means Ingram Micro Inc., a corporation incorporated under the laws of the Province of Ontario, including its successors and assigns.

“Ingram Micro Indebtedness” means all liabilities, indebtedness and obligations owing by Technology to Ingram Micro.

“Ingram Micro Subordination Agreement” means that certain Amended and Restated Subordination Agreement, dated as of the Funding Date, between Ingram Micro, Administrative Agent, Working Capital Lender, and acknowledged and agreed to by Technology.

“Initial Borrower” has the meaning ascribed thereto in the introductory paragraph hereof.

“Initial Term Loan Commitment” means, as to each Lender, its obligation to make Initial Term Loans to Borrowers hereunder on the Funding Date. As of the Second Amendment Effective Date, the Initial Term Loan Commitment is zero (C\$0.00).

“Initial Term Loans” has the meaning set forth in **Section 2.01(a)**.

“Instrument” means, as to any Person, all instruments (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party), wherever located, including all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are part of a group of writings that constitute, Chattel Paper.

“Intellectual Property” means, as to any Person, all United States or Canada Copyrights, Licenses, Patents, Trademarks, Designs, inventions (whether or not patentable), trade secrets, know-how, confidential information, domain names, data and database, customers lists, other proprietary rights, whether registered or not, now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party).

“Intercompany Subordination Agreement” means an intercompany subordination agreement, dated as of the Funding Date, executed and delivered by each Loan Party and Administrative Agent, the form and substance of which is reasonably satisfactory to Lender Representative.

“Intercreditor Agreement” means the intercreditor agreement entered into from time to time (and then in effect) by and among the Administrative Agent and Working Capital Lender (or any agent or trustee therefor) and acknowledged by the Loan Parties, which is in form and substance reasonably satisfactory to Lender Representative, Administrative Agent and Working Capital Lender.

“Interest Expense” means, for any period, total interest expense (including that attributable to Capital Lease Obligations) for such period with respect to all outstanding Debt of Borrowers and their respective Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and net costs under Swap Contracts in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP), calculated on a consolidated basis for Parent and its Subsidiaries for such period in accordance with GAAP.

“Interest Payment Date” means: (a) the first Business Day of each Fiscal Month during the term hereof commencing with the first Business Day of the Fiscal Month ending January 31, 2021; and (b) the Maturity Date.

“Internally Generated Cash” means any cash or Cash Equivalents of Parent or any of its Subsidiaries that is not generated from a Disposition, an Event of Loss, an incurrence of Debt, an issuance of Equity Interests or a capital contribution.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person in another Person, whether by means of: (a) the purchase or other acquisition of capital stock or other securities of another Person; (b) a loan, advance or capital contribution (including into the freely available capital reserves) to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or limited liability company interest in such other Person and any arrangement pursuant to which the investor Guarantees Debt of such other Person; or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment. “Investments” shall not include, as to any Person, (a) commission, travel, entertainment, relocation, payroll and similar advances to officers and employees of such Person made in the ordinary course of business, (b) bona fide Accounts of such Person arising in the ordinary course of business, (c) trade credit made by such Person in the ordinary course of business and (d) advances to customers of such Person made in the ordinary course of business.

“Investment Property” means, as to any Person, all investment property (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party), wherever located.

“IRS” means the United States Internal Revenue Service or, as applicable, any successor agency.

“Laws” means, collectively, all international, foreign, federal, state and local laws, statutes (including Canadian provincial, territorial and federal statutes), treaties, rules, authorities, guidelines, regulations, ordinances, codes and administrative or judicial precedents or judgments, orders, decrees, permits and other governmental restrictions, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations, concessions, grants, franchises and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lead Arranger” means White Oak Global Advisors, LLC, in its capacity as a lead arranger and bookrunning manager.

“Lender” means, initially, Lender NewCo and, thereafter, each Person holding a Commitment or Term Loans, any Person that becomes a party hereto and is designated as a “Lender” in connection with an Incremental Facility, and any Person that becomes a Lender under this Agreement pursuant to an Assignment and Assumption.

“Lender Contribution Agreement” has the meaning ascribed thereto in the Restructuring Agreement.

“Lender NewCo” means STC Lender LP, a Delaware limited partnership.

“Lender Representative” means White Oak.

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

“Lending Parties” means, collectively, Administrative Agent, Lender Representative and each of the Lenders.

“LIBOR Index Adjustment Date” means the Funding Date and the first Business Day of each Fiscal Month, as long as any Obligations remain outstanding.

“LIBOR Index Rate” means, as of any LIBOR Index Adjustment Date, the greater of (a) one-half of one percent (0.50%) per annum, and (b) the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in Dollars for a period equal to three months, which appears on or about 11:00 a.m. (London time) two (2) Business Days prior to the LIBOR Index Adjustment Date, which appears on the LIBOR01 Page. For purposes hereof, **“LIBOR01 Page”** means the display designated as “LIBOR Page” on the applicable Bloomberg Screen (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by Administrative Agent, in consultation with Lender Representative, and reasonably acceptable to Administrative Borrower from time to time for purposes of providing quotations of interest rates applicable to Dollar deposits in the London interbank market).

“Licenses” means, as to any Person, all Copyright Licenses, Patent Licenses, Trademark Licenses, Design Licenses or other licenses to Intellectual Property rights or interests now held or hereafter acquired by such Person, but excluding licenses pertaining to commercial off-the-shelf computer software products.

“Lien” means any mortgage, pledge, hypothecation, hypothec, assignment, deposit arrangement, encumbrance, lien (statutory or other), deemed trust (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any easement, right of way or other encumbrance on title to real property).

“Loan Documents” means, collectively, the Agreement, each Note, each Collateral Document, the Intercreditor Agreement, the Intercompany Subordination Agreement, the Management Fee Subordination Agreement, the Bridge Loan Subordination Agreement, the Fee Letter, the Due Diligence Certificate, all other subordination, intercreditor, and similar agreements respecting other Permitted Subordinated Debt (if any), the Amendment Letter No. 1 dated as of March 3, 2021, the Second Amendment, the Third Amendment, the Fourth Amendment and all other present or future documents entered into by any Loan Party for the benefit of Lending Parties (or any of them), in connection with this Agreement. Neither the NewCo Loan Agreement nor, except to the extent necessary for the Administrative Agent to realize the full benefit of the subordination provisions of the Management Subordination

Agreement and the Ingram Micro Subordination Agreement, the “Loan Documents” under the NewCo Loan Agreement shall constitute Loan Documents hereunder.

“**Loan Split**” has the meaning ascribed thereto in **Section 2.01(a)**.

“**Loan Parties**” means, collectively, all Borrowers and all Guarantors. Following the Third Amendment Effective Date, upon the Equity Transfer Effective Time and the effectiveness of the NewCo Loan Agreement, the NewCo Parties shall automatically cease to be parties hereto, in any capacity.

“**Make-Whole Amount**” means, in connection with any prepayment or repayment of all or any portion of the Outstanding Amount of the Term Loans (including the Initial Term Loans, the Second Amendment Term Loans, and the DDTL Term Loans), (a) on or after the Funding Date but on or prior to the first anniversary of the Funding Date, three percent (3.00%) of the Outstanding Amount of the Term Loans being, or required to be, prepaid or repaid; (b) after the first anniversary of the Funding Date but on or prior to the second anniversary of the Funding Date, two percent (2.00%) of the Outstanding Amount of the Term Loans being, or required to be, prepaid or repaid; (c) after the second anniversary of the Funding Date but on or prior to the third anniversary of the Funding Date, one percent (1.00%) of the Outstanding Amount of the Term Loans being, or required to be, prepaid or repaid; or (d) after the third anniversary of the Funding Date, zero.

“**Managed Services**” means the provision of equipment and services by the Managed Services division of the Borrowers and their respective Subsidiaries, in connection with which any Borrower or any Subsidiary from time to time deploys information technology equipment and software initially acquired by any Borrower or any Subsidiary on a third-party customer’s behalf and leased or subleased (in the case of the equipment component) and licensed or sublicensed (in the case of software) to such customer pursuant to an existing, legally binding (except as may be limited by any Bankruptcy Law) bona-fide contract between such Borrower or Subsidiary and such customer that requires such customer to make recurring payments to such Borrower or Subsidiary for the use of such equipment and software.

“**Management Agreement**” means that certain Management Services Agreement, dated as of the Funding Date, by and between Technology and CenterGate Capital, L.P., as in effect on the Funding Date.

“**Management Fee Subordination Agreement**” means that certain Management Fee Subordination Agreement, dated as of the Funding Date, by and between CenterGate Capital, L.P. and Administrative Agent, and acknowledged and agreed to by the Loan Parties.

“**Market Disruption Event**” means if (a) any Lender notifies Administrative Agent that the LIBOR Index Rate does not adequately and fairly reflect the cost to such Lender of funding its respective Term Loans, or any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or its applicable lending office to make, maintain or fund Term Loans whose interest is determined by reference to the LIBOR Index Rate or to determine or charge interest rates based upon such LIBOR Index Rate or any Governmental Authority has imposed material restrictions on the authority of such

lender to do any of the foregoing or (b) Administrative Agent or Lender Representative shall have determined that reasonable means do not exist for ascertaining the applicable LIBOR Index Rate.

“Material Adverse Effect” means any of the following: (a) a material adverse change in or a material adverse effect upon (in either case, irrespective of whether occurring as a result of a specific event or circumstance or otherwise) the business, financial condition, results of operations, properties or assets of either: (i) Parent and its Subsidiaries taken as a whole; or (ii) Borrowers and the other Loan Parties taken as a whole; (b) a material impairment (irrespective of whether occurring as a result of a specific event or circumstance or otherwise) of the ability of the Loan Parties, taken as a whole, to perform their respective payment obligations under the Loan Documents; or (c) except if caused by actions or inactions of any Lending Party, a material adverse effect (irrespective of whether occurring as a result of a specific event or circumstance or otherwise) upon: (i) the legality, validity, binding effect or enforceability of any Loan Document to which any Loan Party is a party against the Loan Parties taken as a whole; or (ii) the rights and remedies of Administrative Agent or any other Lending Party under or in respect of any Loan Document.

“Material Subsidiary” means (a) Borrowers, and (b) each Subsidiary of a Loan Party that (i) owns at least \$2,550,000 of property or other assets, (ii) generates at least \$2,550,000 of consolidated revenues, (iii) is the owner of Equity Interests of any Subsidiary of a Loan Party that otherwise constitutes a Material Subsidiary, or (iv) constitutes any group comprising Subsidiaries of a Loan Party that each would not have been a Material Subsidiary under clauses (i), (ii), or (iii) but that, taken together, had revenues or total assets in excess of \$2,550,000 of consolidated revenues or property or other assets, as applicable, of the Loan Parties and their Subsidiaries.

“Maturity Date” means December 21, 2025.

“Maximum Rate” means, at any time, the maximum rate of non-usurious interest permitted by applicable Laws.

“Money Laundering Laws” means, collectively: (a) the Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959); (b) the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada); (c) Parts II.1 and XII.2 and Section 354 of the Criminal Code (Canada) and (d) the applicable money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority.

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

“Monthly Exchange Rate” means the monthly average exchange rate as published by a reputable source chosen by the Administrative Agent and as determined by the Administrative Agent.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate makes or is obligated to make

contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Net Income” means, for any period, the consolidated net income (or loss) of Borrowers and their respective Subsidiaries, determined on a consolidated basis in accordance with GAAP; *provided*, that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary or is merged into, amalgamated, or consolidated with Borrowers and their respective Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary) in which any Borrower or its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by such Borrower or such Subsidiary in the form of dividends or similar distributions, (c) the undistributed earnings of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of its Organizational Documents or any Contractual Obligation or Laws applicable to such Subsidiary or by which Subsidiary is bound and (d) the income (or loss) attributable to the early extinguishment, forgiveness or cancellation of indebtedness (including any forgiveness of any Covid-19 Canadian Emergency Wage Subsidy or similar governmental assistance).

“Net Proceeds” means, (a) in respect of any Disposition or Event of Loss, the proceeds in cash or Cash Equivalents received by Parent or any Subsidiary thereof with respect to or on account of such Disposition or Event of Loss, net of: (i) in the case of a Disposition, the direct costs of such Disposition then payable by the recipient of such proceeds, or, in the case of an Event of Loss, the direct costs of collecting insurance or other proceeds, in each case excluding amounts payable to any Borrower or any Affiliate of any Borrower; (ii) sales and use taxes paid or payable by such recipient as a result thereof; and (iii) amounts required to be applied to repay principal, interest and prepayment premiums and penalties on Debt (other than the Obligations) secured by a Permitted Lien (other than Liens that are junior to the Liens securing the Obligations, including the Liens of the Working Capital Facility in respect of the Term Loan Priority Collateral, as defined under the Intercreditor Agreement) on the properties subject to such Disposition, and (b) in respect of the issuance by any Person of any Equity Interests, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or its Subsidiaries in connection with such issuance, after deducting therefrom only (i) reasonable fees, commissions, and expenses related thereto and required to be paid by such Person or such Subsidiaries in connection with such issuance, and (ii) taxes paid or payable to any taxing authorities by such Person or such Subsidiaries in connection with such issuance, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of such Person or any of its Subsidiaries, and are properly attributable to such transaction.

“NewCo First Amendment” means that certain First Amendment and Joinder to Loan Agreement, dated as of the Fourth Amendment Effective Date, to be entered into by and among Technology, as the borrower, Lender NewCo, as the sole lender, White Oak, as administrative agent, and the other parties thereto.

“NewCo Loan Agreement” means that certain Loan Agreement, dated as of the Third Amendment Effective Date, to be entered into by and among Technology, as the borrower,

Lender NewCo, as the sole lender, White Oak, as administrative agent, and the other parties thereto, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“*NewCo Parties*” means Technology, Technology US and their respective Subsidiaries.

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

“*Non-Recourse Conversion for part of the Term Loans*” has the meaning ascribed thereto in Section 2.01(a).

“*Non-Recourse Term Loans*” means an undivided portion of the Term Loans equal to the result of the aggregate principal amount of \$32,229,893.60 as of the Third Amendment Effective Date, less the Dollar Equivalent of the Partial Satisfaction Amount.

“*Note*” means each promissory note (if any) executed and delivered by Borrowers in favor of a Lender evidencing that portion of the Term Loans owed to such Lender, such note being in substantially in the form of **Exhibit D** to this Agreement.

“*Obligations*” means, collectively, all advances, debts, liabilities, obligations, covenants and duties of each Loan Party to any Lending Party, in each of the foregoing cases, under or in respect of any Loan Document, the Restructuring Agreement or any other Transaction Document, whether with respect to the Term Loans, Protective Advances, any Make-Whole Amount, or otherwise, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against Borrowers, any Loan Party, or any Affiliate thereof of any proceeding under any Bankruptcy Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Erroneous Payment Subrogation Rights shall constitute Obligations hereunder and under the other Loan Documents.

“*OFAC*” means the United States Department of Treasury’s Office of Foreign Assets Control and any successor thereto.

“*Off-Balance Sheet Liability*” of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any indebtedness, liability or obligation under any so-called “synthetic lease” transaction entered into by such Person, or (c) any indebtedness, liability or obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person (other than operating leases).

“*ordinary course of business*” means, in respect of any transaction involving any Loan Party, the ordinary course of business of such Loan Party, as undertaken by such Loan Party in accordance with past practices or reasonable extensions of such past practices, as applicable, or otherwise undertaken by such Loan Party in good faith and not for purposes of evading any covenant or restriction in any Loan Document.

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

“Original Transaction Fee” means the Transaction Fee paid on the Funding Date in connection with the “Original Transaction” (as defined in the Management Agreement).

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

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 2.11**).

“Outstanding Amount” means, with respect to any Term Loan or any Protective Advances on any date, the aggregate outstanding principal amount thereof after giving effect to prepayments or repayments of such Term Loan occurring on such date or the making, or prepayments or repayments, of such Protective Advances, as the case may be, occurring on such date.

“paid in full” or **“repaid in full”** (or any variation thereof, such as **“payment in full”** or **“repayment in full”**) means, with respect to any Obligations, the payment in full of such Obligations in cash (or otherwise to the written satisfaction, in such holder’s discretion, of the holder thereof) (other than Unasserted Obligations), and, in the event any such Obligations are paid over time or modified pursuant to section 1129 of the Bankruptcy Code (or any similar provision of any other applicable Bankruptcy Law), shall further mean that the holder thereof shall have received the final payment due on account of such Obligations. For purposes of the foregoing, the “holder” of any applicable Obligations shall be deemed to be the Person entitled to receipt of payment thereof. Notwithstanding the foregoing, the Obligations shall not be deemed to have been “paid in full” until all Commitments have expired or been terminated.

“**Parent**” has the meaning ascribed thereto in the introductory paragraph hereof.

“**Partial Satisfaction Amount**” means an amount equal to C\$200 (or the Dollar Equivalent of \$146.86) representing the partial satisfaction of the Obligations as the aggregate consideration for the Transferred Equity (as defined in the Restructuring Agreement).

“**Participant**” has the meaning ascribed thereto in **Section 10.06(d)**.

“**Participant Register**” has the meaning ascribed thereto in **Section 10.06(d)**.

“**Patent License**” means, as to any Person, all licenses and other similar rights now provided or hereafter provided to such Person (or in which such Person has rights or the power to transfer rights to a secured party) with respect to any Patent of another Person.

“**Patents**” means, as to any Person, all of the following in which such Person now holds or hereafter acquires any interest: (a) all letters patent of the United States or Canada, all registrations and recordings thereof, and all applications for letters patent of the United States or Canada, including registrations, recordings and applications filed with the United States Patent and Trademark Office or the Canadian Intellectual Property Office; and (b) all reissues, reexaminations, divisionals, continuations, continuations-in-part or extensions thereof.

“**Patent Security Agreement**” has the meaning ascribed thereto in the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable.

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

“**Payment Recipient**” has the meaning assigned to it in **Section 9.12**.

“**PBA**” means the *Pension Benefits Act* (Ontario), as well as any other applicable pension standards legislation of provincial or federal jurisdiction in Canada.

“**PBGC**” means the Pension Benefit Guaranty Corporation or, if applicable, any successor entity.

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

“**Percentage Share**” means:

(a) with respect to matters relating to the Initial Term Loans, a fraction (expressed as a percentage) the numerator of which is the outstanding amount of such Lender’s Initial Term

Loans and the denominator of which is the aggregate outstanding amount of the Initial Term Loans of all Lenders;

(b) with respect to matters relating to the Second Amendment Term Loans, a fraction (expressed as a percentage) the numerator of which is the outstanding amount of such Lender's Second Amendment Term Loans (or commitments therefor) and the denominator of which is the aggregate outstanding amount of the Second Amendment Term Loans (or commitments therefor) of all Lenders;

(c) with respect to matters relating to the Third Amendment Term Loans, a fraction (expressed as a percentage) the numerator of which is the outstanding amount of such Lender's Third Amendment Term Loans (or commitments therefor) and the denominator of which is the aggregate outstanding amount of the Third Amendment Term Loans (or commitments therefor) of all Lenders;

(d) with respect to all matters relating to any DDTL Lender, the percentage obtained by dividing (i) the outstanding principal amount of the DDTL Commitment or the outstanding principal balance of the DDTL Term Loans held by that DDTL Lender, as the context may require, by (ii) the aggregate outstanding principal balance of the DDTL Commitment or DDTL Term Loans of all DDTL Lenders, respectively; and

(e) with respect to all other matters, the percentage obtained by dividing (i) the Credit Outstandings of such Lender, by (ii) the aggregate Credit Outstandings of all Lenders.

The initial Percentage Share of Lender NewCo is 100% as of the Third Amendment Effective Date and thereafter, for any other Lender, is set forth in the Assignment and Assumption pursuant to which such Lender became a party hereto, as applicable.

"Permanent LIBOR Discontinuation Date" means the date announced by the Financial Conduct Authority ("FCA"), the regulatory supervisor of the administrator of the LIBOR Index Rate, or any other competent authority or administrator of the LIBOR Index Rate, as the date on which it shall cease to publish the LIBOR Index Rate permanently or indefinitely (and there is no successor administrator that will continue the publication of the LIBOR Index Rate). For the avoidance of doubt, it is understood and agreed that on March 5, 2021, the FCA announced in a public statement the future cessation or loss of representativeness of the LIBOR Index Rate.

"Permanent LIBOR Discontinuation Event" means the earliest to occur of (a) ninety (90) days prior to the announced Permanent LIBOR Discontinuation Date, (b) the actual Permanent LIBOR Discontinuation Date, or (c) such other date that the Lender Representative and Administrative Borrower mutually agree.

"Permit" means any permit, approval, authorization, certification, license, variance, accreditation or permission required from a Governmental Authority under an applicable Law or any accrediting organization.

"Permitted Acquisition" means (i) any Acquisition to which Required Lenders consent to in writing, (ii) the DecisionOne Acquisition, and (iii) at any time before the Third Amendment

Effective Date, any other Acquisition (other than, from and after the Specified Date of Determination, by DecisionOne CA or any of its Subsidiaries) so long as:

(a) no Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition and the proposed Acquisition is consensual,

(b) no Debt will be incurred, assumed, or would exist with respect to any Loan Party or its Subsidiaries as a result of such Acquisition, other than Debt permitted hereunder and no Liens will be incurred, assumed, or would exist with respect to the assets of any Loan Party or its Subsidiaries as a result of such Acquisition other than Permitted Liens and Liens that will be terminated simultaneously with the consummation of such Acquisition,

(c) [reserved],

(d) Administrative Borrower has provided Lender Representative with its due diligence package relative to the proposed Acquisition, including but not limited to, copies of the (i) pro forma financial projections (after giving effect to such Acquisition) for Parent and its Subsidiaries, together with appropriate supporting details and a statement of underlying assumptions for the one year period following the date of the proposed Acquisition, on a quarter by quarter basis, (ii) historical financial statements of the target of the proposed Acquisition for the two fiscal years prior to such Acquisition for which financial statements are available (or, if such target has not been existence for two years, for each year such target as existed), and (iii) to the extent prepared in relation to such Acquisition, a quality of earnings table or report with respect to the target, all in form and substance (including as to scope and underlying assumptions) reasonably satisfactory to Lender Representative,

(e) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative EBITDA on a *pro forma* basis in a manner satisfactory to Lender Representative during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition,

(f) Administrative Borrower has provided Lender Representative with written notice of the proposed Acquisition at least 10 Business Days prior to the anticipated closing date of the proposed Acquisition (or such shorter period as agreed to by Lender Representative) and, not later than five Business Days prior to the anticipated closing date of the proposed Acquisition, copies of the acquisition agreement and other material documents relative to the proposed Acquisition, which agreement and documents must be acceptable to Lender Representative,

(g) the assets being acquired (other than a *de minimis* amount of assets in relation to Parent's, Borrowers', and their respective Subsidiaries' total assets), or the Person whose Equity Interests are being acquired, are useful, incidental or complementary in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related or similar thereto or a reasonable extension (including new product line extensions within the same industry), development or expansion thereof or ancillary to the business of the Loan Parties and their Subsidiaries,

(h) (i) the subject assets or Equity Interests, as applicable, are being acquired directly by a Borrower or one of its Subsidiaries that is a Loan Party, and, in connection therewith, the applicable Loan Party shall have complied with **Section 6.19** or **6.20** of this Agreement, as applicable, and (ii) in the case of an acquisition of Equity Interests, the Person whose Equity Interests are acquired shall (A) be a Person, along with each of its Material Subsidiaries, organized under the Laws of Canada or any province or territory thereof or under the Laws of the United States, any state thereof or the District of Columbia and (B) along with its Material Subsidiaries, become (x) a wholly-owned Subsidiary of a Borrower or a Subsidiary of a Borrower that is a Loan Party and (y) a Loan Party in accordance with the terms of the Loan Documents, and

(i) the purchase consideration payable in respect of all Permitted Acquisitions (including the proposed Acquisition and including earnouts and any deferred payment obligations, but excluding rollover equity and excluding the DecisionOne Acquisition) shall not exceed (x) \$25,000,000 per Permitted Acquisition and (y) \$40,000,000 in the aggregate for all Permitted Acquisitions; *provided*, that the foregoing limitations on the consideration payable may be increased by the amount of net cash proceeds from the issuance of any Equity Interests (other than any Disqualified Equity Interests) received by any Borrower during the term of this Agreement to consummate such Acquisition (to the extent not used for any other purpose).

“Permitted Amalgamation” means the amalgamation of Canadian Purchaser, RC Data, Soroc Digital, Inc., an Ontario corporation, and Soroc Holdings with Technology, with Technology being the surviving entity of such amalgamation, which amalgamation was consummated on December 23, 2020.

“Permitted Dispositions” has the meaning ascribed thereto in **Section 7.05**.

“Permitted Holders” means Sponsor and any other controlled investment affiliate of Sponsor; and **“Permitted Holder”** means any of them.

“Permitted Liens” has the meaning ascribed thereto in **Section 7.01**.

“Permitted Protest” means the right of any Loan Party or any of its Subsidiaries to protest any taxes or any other alleged liability; *provided*, that (a) a reserve with respect to such obligation is established on such Loan Party’s or its Subsidiaries’ books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and pursued diligently by such Loan Party or its Subsidiary, as applicable, in good faith, and (c) no Lien is imposed on assets of such Loan Party or Subsidiary, unless bonded and/or stayed to the reasonable satisfaction of Lender Representative and that while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Administrative Agent’s Liens on the Collateral.

“Permitted Subordinated Debt” means, collectively, any Debt which has been subordinated to the Obligations (and in the case of any Lien securing the same, such Lien shall be subordinate to the Lien granted in favor of Administrative Agent with respect to the Obligations and in favor of the Working Capital Facility) on terms and conditions, and pursuant to a subordination, intercreditor, or other document, *in each case* reasonably satisfactory to Lender Representative, including, without limitation, the Ingram Micro Indebtedness.

“Permitted Tax Distributions” means cash dividends or distributions made to Ultimate Parent (or such other parent) to pay any federal, state and provincial income taxes then due and owing and attributable to the income of Parent and its Subsidiaries; *provided, however*, that the amount of any such distribution for any taxable period shall not exceed the lesser of (A) the amount of the relevant income tax that Ultimate Parent would owe for such taxable period if Ultimate Parent were the parent of a stand-alone consolidated, combined, or unitary tax group with its Subsidiaries, and (B) the net amount of the relevant income tax that Ultimate Parent (or such other parent of such group) actually owes to the appropriate taxing authority for such taxable period.

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

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) that is subject to ERISA and has been established by a Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“PPSA” means the Personal Property Security Act (Ontario) (and other equivalent personal property security legislation in any other applicable Canadian province or territory) and the regulations thereunder, as from time to time in effect, provided, however, if attachment, perfection or priority of Administrative Agent’s or the Lenders’ security interest in any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than Ontario, with respect to such Collateral, PPSA shall mean those personal property security laws in such other jurisdiction of Canada (including the Civil Code of Québec and the regulation respecting the register of personal and movable real rights thereunder) for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

“Protective Advances” has the meaning ascribed thereto in **Section 8.02(c)**.

“Pro Forma Basis” relative to any Pro Forma Transaction, means that such Pro Forma Transaction shall be deemed to have occurred as of the first day of the applicable period of measurement and income statement items (whether positive or negative) attributable to the property or Person subject to such Pro Forma Transaction, (i) in the case of a Permitted Acquisition shall be included and (ii) in the case of a disposition of all or substantially all of the assets of, or all of the Equity Interests of, a Loan Party or any Subsidiary of Parent or any division or product line of a Loan Party or any of Parent’s Subsidiaries, shall be excluded, in each case, with such pro forma calculations determined in a manner consistent with Regulation S-X promulgated under the Securities Act or any other regulation or policy of the Securities and Exchange Commission related thereto, subject to such other adjustments as may reasonably be agreed to by Lender Representative; *provided* that, in the event of and in connection with any Permitted Acquisition, the amount of cost savings, operating expense reductions, and synergies related to such Permitted Acquisition that are projected by Administrative Borrower in good faith to result from actions either taken or expected to be taken within 12 months of the determination to take such action, net of the amount of actual benefits realized prior to or during such period from such actions (which cost savings, operating expense reductions, and synergies shall be calculated on a pro forma basis as though such cost savings, operating expense

reductions, or synergies had been realized on the first day of such period) may be added to Net Income in determining EBITDA; *provided, further*, that a Senior Officer of Administrative Borrower shall have certified to Administrative Agent that such cost savings are reasonably identifiable and factually supportable and have been determined in good faith to be reasonably anticipated to be realizable within 12 months following any such action; *provided, further*, that (x) the aggregate amount added to EBITDA pursuant to this proviso, taken together with the amount added to EBITDA pursuant to clause (a)(xix) of the definition thereof, shall not exceed, in the aggregate, 20% of EBITDA for any 12-consecutive month period (calculated prior to giving effect to such amounts so added to EBITDA pursuant to this proviso and pursuant to such clause of the definition thereof for such 12 consecutive month period) and (y) the aggregate amount added to EBITDA pursuant to this proviso, taken together with the aggregate amount added to EBITDA pursuant to clauses (a)(v) and (a)(xix) of the definition thereof, shall not exceed, in the aggregate, 25% of EBITDA for any 12-consecutive month period (calculated prior to giving effect to such amounts so added to EBITDA pursuant to this proviso and pursuant to such clauses of the definition thereof for such 12 consecutive month period). If any Debt bears a floating rate of interest and is being given pro forma effect, the interest on such Debt shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any interest rate agreement applicable to such Debt if such interest rate agreement has a remaining term in excess of 12 months).

“Pro Forma Transaction” means (a) any Permitted Acquisition and (b) any Permitted Disposition (other than pursuant to clauses (c), (f), or (r) of **Section 7.05**) for Net Proceeds greater than \$3,210,000, together with each other transaction relating thereto and consummated in connection therewith, including any incurrence or repayment of Debt.

“Qualifying Immaterial Subsidiary” means, with respect to DecisionOne CA and its Subsidiaries, the satisfaction of all of the following: (i) as of the most recently ended trailing twelve fiscal month period for which financial statements have been delivered or were required to be delivered, their consolidated revenues (as determined in accordance with GAAP) did not exceed the Dollar Equivalent of \$2,000,000, (ii) none of them is a Material Subsidiary or the direct or indirect owner of Equity Interests of any Subsidiary of a Loan Party that otherwise constitutes a Material Subsidiary, (iii) as of the most recently ended fiscal month for which financial statements have been delivered or were required to be delivered, their consolidated current assets less their consolidated current liabilities (as determined in accordance with GAAP, but for such purposes, in each case excluding cash, debt, income taxes, and intercompany accounts) did not exceed the Dollar Equivalent of \$400,000, (iv) for the most recent trailing twelve month period ending on the date of determination (excluding any period prior to the Second Amendment Effective Date), the aggregate amount of Investments (net of repayments of Investments and excluding provisions of management services and accruals of management fees payable to or for the benefit of DecisionOne US in the ordinary course of business in accordance with past practice) made by the Loan Parties and their Subsidiaries in and in respect of DecisionOne CA do not exceed the Dollar Equivalent of \$250,000 and (v) Administrative Agent shall have received certificate of the Responsible Officer of Parent certifying to the satisfaction of the foregoing items as of the date determination of DecisionOne CA’s status as a Qualifying Immaterial Subsidiary (such date, the **“Specified Date of Determination”**).

“RC Data” has the meaning ascribed thereto in the introductory paragraph hereof.

“Recipient” means Administrative Agent or any other Lending Party, or any other Person entitled to payments under this Agreement or under any other Loan Documents.

“Refinancing” means the repayment in full of all existing third party Debt for borrowed money of the Loan Parties (other than the Permitted Debt set forth on **Schedule 7.03**), if any, and the termination and release of all commitments, security interests, and guarantees in respect thereof.

“Refinancing Conditions” means with respect to Refinancing Debt, (a) such Debt is in an aggregate principal amount that does not exceed the principal amount of the Debt being extended, renewed, replaced or refinanced (except by the amount of any accrued interest and fees, payment in kind interest, reasonable closing costs, expenses and premium paid in connection with such extension, renewal, replacement or refinancing); (b) such Debt has a final maturity no sooner than, and a Weighted Average Life to Maturity no less than, the Debt being extended, renewed, replaced or refinanced; (c) such Debt is subordinated to the Obligations and at any time before the Equity Transfer Effective Time, the Working Capital Facility at least to the same extent as the Debt being extended, renewed, replaced or refinanced; (d) no additional Lien is granted to secure it; (e) the Liens securing such Debt shall not have a priority more senior than the Liens securing the Debt being extended, renewed, replaced or refinanced; (f) no additional Person is obligated on such Debt; (g) upon giving effect to it, no Event of Default exists; and (h) if at any time before the Equity Transfer Effective Time, such Debt is outstanding pursuant to the Working Capital Facility, or if such Debt is subordinated to the Obligations, such extension, renewal, or refinancing does not violate the terms of the Intercreditor Agreement or other applicable subordination or intercreditor agreement and does not result in Parent or any of its Affiliates having any right, title or interest in such Debt.

“Refinancing Debt” means Debt that is the result of an extension, renewal or refinancing of Debt permitted under **Sections 7.03(b), (c), (d), and (o)**.

“Register” means a register for the recordation of the names and addresses of Lenders and, as applicable, the Commitments of, and Credit Outstandings owing to, each Lender pursuant to the terms hereof from time to time, and the principal amount of (and interest on) Lenders’ interests in the Term Loans and other Obligations.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, indoor air, surface water, groundwater, land surface or subsurface strata).

“Related Business” means any business that is the same, similar or otherwise reasonably related, ancillary or complementary to the businesses of Parent and its Subsidiaries on the Funding Date.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, members, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates, and specifically includes, in the case of the Lending Parties, White Oak in its capacity as Administrative Agent.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

“Remedial Action” means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other remedial or corrective actions with respect to Hazardous Materials required by Environmental Laws.

“Removal Effective Date” has the meaning set forth in **Section 9.06(b)**.

“Required Lenders” means Lenders holding in excess of 50.01% of the Aggregate Commitments or, if the Aggregate Commitments have terminated, Lenders holding in excess of 50.01% of the Credit Outstandings; provided that if, as of any date of determination, any Non-Defaulting Lender (together with its Affiliates) holds 25% or more of the Aggregate Commitments or Credit Outstandings, as applicable as of such date, then “Required Lenders” must also include each such Non-Defaulting Lender. The Aggregate Commitments and Credit Outstandings of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

“Resignation Effective Date” has the meaning set forth in **Section 9.06(a)**.

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

“Responsible Officer” means: (a) with respect to any Loan Party or any of their respective Subsidiaries, the chief executive officer, chief operating officer, president, chief financial officer, treasurer or controller of such Person or of the managing member or manager of such Person; and (b) with respect to any Loan Party who is a natural person, such natural person.

“Restricted Party” means any Person listed: (a) in the Annex to the Executive Order; (b) on the “Specially Designated Nationals and Blocked Persons” list maintained by the OFAC; (c) on the Consolidated Canadian Autonomous Sanctions List; (d) Reserved; (e) as a Listed Terrorist under the Criminal Code (Canada); (f) in any successor list to either of the foregoing; (g) any Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or (h) any Person designated as the target of any Sanctions.

“Restricted Payment” means, as to any Person: (a) any declaration or payment of any dividend or the making of any other payment or distribution, directly or indirectly, (whether in cash, securities or other property) with respect to any Equity Interests of such Person; (b) any payment, purchase, redemption, making of any sinking fund or similar payment, or other acquisition or retirement for value (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interest of such Person (whether pursuant to put right

or otherwise); (c) any making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of such Person now or hereafter outstanding; (d) any payment of principal or interest or any purchase, redemption, retirement, acquisition or defeasance with respect to any Debt of such Person which is subordinated to the payment of the Obligations; (e) the acquisition for value by such Person of any Equity Interests issued by such Person or any other Person that Controls such Person; and (f) payment of any management, servicing, transaction or other similar fees or expenses (including any indemnification) payable by such Person to any Permitted Holder or any Affiliate of any Loan Party.

“Restructuring Agreement” has the meaning ascribed thereto in the Third Amendment.

“RolloverCo” means Soroc Canadian RolloverCo Inc., an Ontario corporation.

“S&P” means STANDARD & POOR’S, a division of The McGraw-Hill Companies, Inc.

“Sale and Leaseback Transaction” has the meaning ascribed thereto in **Section 7.07**.

“Sanctions” means any sanctions administered or enforced by the OFAC, the United Nations Security Council, any Canadian sanctions authority, or any other relevant sanctions authority.

“Scheduled Amortization” has the meaning ascribed thereto in **Section 2.03(a)**.

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

“Second Amendment” means that certain Second Amendment to Loan Agreement dated as of January 18, 2022, by and among the Loan Parties, the Lenders party thereto, and Administrative Agent.

“Second Amendment Effective Date” means the date on which the conditions specified in Section 7 of the Second Amendment were satisfied (or waived in accordance with the terms thereof), which date is January 18, 2022.

“Second Amendment Term Loan Commitment” means, as to each Lender, its obligation to make Second Amendment Term Loans to Borrowers hereunder in an aggregate amount not to exceed the amount set forth opposite such Lender’s name as set forth on **Schedule 2.01** to the Second Amendment.

“Second Amendment Term Loans” has the meaning set forth in **Section 2.01(a)**.

“Second Amendment Fee Letter” means that certain fee letter, dated as of the Second Amendment Effective Date, between Borrowers and Administrative Agent.

“Securities Act” means the Securities Act of 1933, as amended.

“Software” means, as to any Person, all software (as that term is defined in the Uniform Commercial Code or, if applicable, the PPSA) now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party), including all computer programs and all supporting information provided in connection with a transaction related to any program.

“Solvent” means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person’s debts (including contingent liabilities) is less than all of such Person’s assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is “solvent” or not “insolvent”, as applicable within the meaning given those terms and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Soroc Holdings” has the meaning ascribed thereto in the introductory paragraph hereof.

“Specified Debt Fund” means any bona fide debt fund, investment vehicle, regulated banking entity or non-regulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans or bonds and/or similar extensions of credit in the ordinary course of business.

“Specified Event of Default” means an Event of Default under **Section 8.01(a)** or **Section 8.01(f)**. As of November 2, 2022, a Specified Event of Default occurred, and as of the Third Amendment Effective Date (including after giving effect to all contemplated transactions related thereto), such Specified Event of Default remains continuing.

“Specified Liens” has the meaning ascribed thereto in **Section 2.01(a)**.

“Specified Mandatory Prepayments” mean the mandatory prepayments specified in **Section 2.03(c)(i)-(iv)**, except with respect to any such mandatory repayment of the Obligations from the proceeds of, or in connection with, (a) the refinancing of the Obligations, (b) the sale of all or substantially all of the assets of the Loan Parties, or (c) a transaction resulting in a Change of Control.

“Specified Materials” means, collectively, all materials or information provided by or on behalf of any Loan Party, as well as all documents and other written materials relating to the Loan Parties (or any of them) or their respective Affiliates or any other materials or matters relating to the Loan Documents (including any amendments or waivers of the terms thereof or supplements thereto).

“Specified Obligations” has the meaning ascribed thereto in **Section 2.01(a)**.

“Specified Protective Advance” has the meaning ascribed thereto in **Section 2.01(a)**.

“Sponsor” means CenterGate Capital L.P. and its controlled investment affiliates.

“Spot Rate” means, on any determination date, (x) the Daily Exchange Rate if being determined in connection with determining the Canadian Dollar Equivalent or Dollar Equivalent of any amounts reflected and/or reported in this Agreement or any other Loan Document or any related document or certificate (including financial statements and reports) delivered hereunder or thereunder to the extent any such amounts reflect or represent a balance-sheet-related item or the like, in each case, as determined by the Administrative Agent in its reasonable discretion, or (y) the Monthly Exchange Rate if being determined in connection with determining the Canadian Dollar Equivalent or Dollar Equivalent of any amounts reflected and/or reported in this Agreement or any other Loan Document or any related document or certificate (including financial statements and reports) delivered hereunder or thereunder to the extent any such amounts reflect or represent an income statement related item or the like (including, without limitation, revenue and expense amounts), in each case, as determined by the Administrative Agent in its reasonable discretion.

“Subsidiary” of a Person means any other Person of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a **“Subsidiary”** or to **“Subsidiaries”** shall refer to a Subsidiary or Subsidiaries of Parent.

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

“Tax Act” means the *Income Tax Act* (Canada), including the regulations thereto and any amendments or successor provisions.

“Taxes” means all present or future federal, state, provincial, local, county, foreign and other taxes, assessments or other government charges, including, without limitation, any income,

alternative or add-on minimum tax, estimated gross income, gross receipts, sales, use, ad valorem, value added, transfer, capital, stock, franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not.

“Tax Return” means any report, return, form, election, declaration, claim for refund or other information or statement or schedule supplied or required to be supplied to a Governmental Authority relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

“Technology” means Soroc Technology Inc., an Ontario corporation.

“Technology US” means Soroc Technology Corp., a Delaware corporation.

“Technology Funded Third Amendment Term Loans” has the meaning set forth in **Section 2.01(a)**.

“Term Loans” means, collectively, the Initial Term Loan, the Second Amendment Term Loans, the Third Amendment Term Loans, the DDTL Term Loans, any Incremental Term Loan, and any other term loan made under this Agreement, in each case, as the context may require. Immediately after giving effect to the ~~funding of the Third Amendment Term Loans and the Additional~~ Loan Split, the aggregate outstanding principal amount of the Term Loans (other than the Non-Recourse Term Loans and excluding, for the avoidance of doubt, any Protective Advances) will be ~~\$52,500,000,42,500,000~~ all of which (together with the Non-Recourse Term Loans) remains currently due and payable as a result of the prior acceleration of the Term Loans unless otherwise expressly agreed by Administrative Agent and Required Lenders pursuant to the Restructuring Agreement.

“Third Amendment” means that certain Third Amendment to Loan Agreement, dated as of March 8, 2023, by and among the Loan Parties, the Lenders party thereto, Administrative Agent and the other Persons party thereto.

“Third Amendment Effective Date” means the date on which the conditions specified in **Section 6** of the Third Amendment were satisfied (or waived in accordance with the terms thereof), which dated is March 8, 2023.

“Third Amendment Term Loan Commitment” means, as to each Lender, its obligation to make Third Amendment Term Loans to Borrowers hereunder in an aggregate amount not to exceed \$22,671,148.51.

“Third Amendment Term Loans” has the meaning set forth in **Section 2.01(a)**.

“Threshold Amount” means \$2,330,000.

“Total Leverage Ratio” means, as of any date of determination, subject to **Section 1.02(f)**, the ratio of: (a) Consolidated Debt as of such date; to (b) EBITDA for the period consisting of the four consecutive Fiscal Quarters ending on such date.

“Trademark License” means, as to any Person, all licenses and other similar rights now provided or hereafter provided to such Person (or in which such Person has rights or the power to transfer rights to a secured party) with respect to any Trademark of another Person.

“Trademark Security Agreement” has the meaning ascribed thereto in the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable.

“Trademarks” means, as to any Person, all of the following now owned or hereafter adopted or acquired by such Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office; (b) all reissues, extensions or renewals thereof; and (c) all Goodwill associated with or symbolized by any of the foregoing.

“Transaction Document” has the meaning ascribed thereto in the Restructuring Agreement.

“Transaction Fees” has the meaning ascribed thereto in Section 6.2 of the Management Agreement.

“Transfer Effective Time” has the meaning ascribed thereto in the Additional Restructuring Agreement.

“Treasury Regulations” means the temporary and final U.S. Treasury Regulations promulgated under the Code.

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

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

“Ultimate Parent” means Soroc Acquisition Parent L.P., a Delaware limited partnership.

“Unasserted Obligations” means, at any time, Obligations consisting of contingent, unliquidated indemnification obligations of a Loan Party, to the extent (i) such obligation has not accrued, and (ii) no claim has been made or is reasonably anticipated by Lender Representative

with respect thereto in respect of matters or circumstances known to Lender Representative at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses).

“Unfinanced Capital Expenditures” means, for any period, Capital Expenditures made during such period which are not financed from the proceeds of any Debt (other than revolving Debt).

“Unfunded Pension Liability” means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“Uniform Commercial Code” means the Uniform Commercial Code as in effect in any applicable jurisdiction.

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

“U.S. Tax Compliance Certificate” has the meaning ascribed thereto in **Section 2.08(f)(ii)(B)(3)**.

“Weighted Average Life to Maturity” means, when applied to any tranche of Debt at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (b) the then outstanding principal amount of such Debt; provided that for purposes of determining the Weighted Average Life to Maturity of any Debt that is being extended, the effects of any amortization or prepayments made on such Debt prior to the date of the applicable extension shall be disregarded.

“White Oak” means White Oak Global Advisors, LLC, a Delaware limited liability company.

“Withholding Agent” means the Borrowers, any other Loan Party and Administrative Agent.

“Working Capital Lender” means The Toronto-Dominion Bank or another financial institution reasonably acceptable to Lender Representative.

“Working Capital Facility” means that certain revolving credit facility in the aggregate amount not to exceed \$45,000,000 (which may be funded in either Dollars or Canadian Dollars, or both, up to that Dollar Equivalent limit) as provided by Working Capital Lender to Borrowers and certain of their respective Subsidiaries on terms and conditions reasonably satisfactory to Lender Representative. From and after the Equity Transfer Effective Time, the Working Capital Facility shall cease to be permitted hereunder.

“Working Capital Loan Documents” means, collectively, all agreements, instruments and other documents executed and delivered to Working Capital Lender in connection with the Working Capital Facility and in accordance with the Intercreditor Agreement.

“Write-Down and Conversion Powers” means, 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.

SECTION 1.02 CERTAIN RULES OF CONSTRUCTION.

(a) General Rules.

(i) Unless the context otherwise clearly requires, the meaning of a defined term is applicable equally to the singular and plural forms thereof.

(ii) The words “**hereof**,” “**herein**,” “**hereunder**” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement.

(iii) The word “**documents**” includes instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced.

(iv) The words “**include**” and “**including**” are not limiting and, unless the context otherwise clearly requires, the word “**or**” is not exclusive and has the inclusive meaning represented by the phrase “**and/or**.”

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

(vi) Unless the context otherwise clearly requires, the words “**property**,” “**properties**,” “**asset**” and “**assets**” refer to both personal property (whether tangible or intangible) and real property.

(vii) Unless the context otherwise clearly requires: (A) Article, Section, subsection, clause, Schedule and Exhibit references are to this Agreement; (B) references to documents (including this Agreement) shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document; (C) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or regulation; and (D) or unless prohibited by the terms of any Loan Document, references to any Person shall be deemed to include such Person’s successors and assigns.

(viii) The word “exists” in relation to a Default or an Event of Default means that such Default or Event of Default has occurred and is continuing.

(b) **Time References.** Unless the context otherwise clearly requires, all references herein to times of day shall be references to Pacific time (daylight or standard, as applicable).

(c) **Captions.** The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(d) **Cumulative Nature of Certain Provisions.** This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall be performed in accordance with their respective terms.

(e) **No Construction Against Any Party.** This Agreement and the other Loan Documents are the result of negotiations among, and have been reviewed by counsel to, the Loan Parties, Administrative Agent, and the other Lending Parties, and are the products of all parties. Accordingly, they shall not be construed against Administrative Agent or any other Lending Party merely because of the involvement of any or all of the preceding Persons in their preparation.

(f) **GAAP.** Unless the context otherwise clearly requires, all accounting terms not expressly defined herein shall be construed, and all financial computations required under this Agreement shall be made, in accordance with GAAP applied in a consistent manner, except as otherwise specifically prescribed herein. If at any time any change in GAAP would affect the computation of any financial ratio, financial covenant or other requirement set forth in any Loan Document, and either Administrative Borrower or Required Lenders shall so request, Lending Parties and Administrative Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of Required Lenders); *provided*, that until so amended: (i) such financial ratio, financial covenant or other requirement shall continue to be computed in accordance with GAAP prior to such change therein; and (ii) Administrative Borrower shall provide or cause to be provided to Administrative Agent and the other Lending Parties financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such financial ratio, financial covenant or other requirement made before and after giving effect to such change in GAAP. Notwithstanding anything to the contrary contained herein, all financial statements delivered hereunder shall be prepared (or shall be accompanied by appropriate reconciliations to remove the effect of), and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards No. 159 (or any similar accounting principle) permitting a Person to value its financial liabilities or Debt at the fair value thereof.

(g) **Rounding.** Any financial ratios required to be maintained by the Loan Parties or any of them pursuant to the Loan Documents shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number using the common – or symmetric arithmetic – method of rounding (in other words, rounding-up if there is no nearest number).

(h) **Documents Executed by Responsible Officers.** Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate or other organizational action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

(i) **LIBOR Discontinuation Event.** Upon the occurrence of a Permanent LIBOR Discontinuation Event, Administrative Borrower and Lender Representative shall negotiate in good faith an amendment to this Agreement to adopt a replacement benchmark rate of interest and to agree on the margin to be applied thereto (in consultation with Administrative Agent), along with any administrative or other related changes necessary or advisable to enable Administrative Borrower to request and obtain Term Loans hereunder that bear interest at a rate based on such replacement benchmark rate. Notwithstanding anything to the contrary in **Section 10.01**, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as Administrative Agent shall not have received, within 10 Business Days of the date a copy of such amendment is provided to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment. In the case of any such objection by the Required Lenders pursuant to the foregoing sentence, any amendment to address a Permanent LIBOR Discontinuation Event will require the consent of the Required Lenders in addition to the consent of Administrative Borrower and Lender Representative. For the avoidance of doubt, in the event that the LIBOR Index Rate is no longer being published pursuant to a Permanent LIBOR Discontinuation Event, all Term Loans shall be made and accrue interest at the Base Rate until a replacement rate is established pursuant to this **Section 1.02(i).**

(j) **Calculations.** In computing financial ratios and other financial calculations of Parent and its Subsidiaries required to be submitted pursuant to this Agreement, all Debt of Parent and its Subsidiaries shall be calculated at the Canadian Dollar Equivalent par value irrespective if a Loan Party has elected the fair value option pursuant to FASB Interpretation No. 159 – The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115 (February 2007).

(k) **Cashless Rollovers.** Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Term Loans with Incremental Term Loans or loans incurred under a new credit facility to the extent permitted by this Agreement, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a “cashless roll” by such Lender pursuant to settlement mechanisms approved by Administrative Agent, Administrative Borrower, and such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made “in U.S. Dollars”, “in immediately available funds”, “in cash” or any other similar requirement.

(l) **Administrative Matters; No Duties.** During any time that the Lender Representative or any of its Affiliates no longer hold Obligations or otherwise cease as Lenders hereunder, all discretion, voting and/or consent rights hereunder or under any other Loan Document that are explicitly designated to reside with the “Lender Representative” shall, during

such period, instead reside with the then applicable Required Lenders. Moreover, notwithstanding anything herein or otherwise to the contrary, the parties hereto hereby acknowledge and agree that the Lender Representative shall not have any duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as a Lender hereunder.

ARTICLE II CREDIT EXTENSIONS

SECTION 2.01 TERM LOANS.

(a) **Initial Term Loans; Second Amendment Term Loans; Third Amendment Term Loans.** Prior to the Third Amendment Effective Date, the Lenders severally agreed to lend their Percentage Share of Term Loans to the Borrowers (x) on the Funding Date, in the aggregate amount of C\$36,000,000 (the “**Initial Term Loans**”) and (y) on the Second Amendment Effective Date, in the aggregate amount of \$72,000,000 (the “**Second Amendment Term Loans**”). Each Lender, severally, agrees to lend to Borrowers, on the Third Amendment Effective Date, its Percentage Share (if any) of the aggregate Third Amendment Term Loan Commitments, which is in the aggregate amount of \$22,671,148.51 (the loans funded thereunder, the “**Third Amendment Term Loans**”); subject to the terms and conditions of this Agreement and the Third Amendment, the Third Amendment Term Loans shall be funded in Dollars on the Third Amendment Effective Date, with \$8,171,148.51 being funded or deemed funded to Holdings and with \$14,500,000 being funded or deemed funded to Technology (such portion funded or deemed funded to Technology, the “**Technology Funded Third Amendment Term Loans**”). The Third Amendment Term Loan Commitment of each Lender shall terminate in its entirety on the Third Amendment Effective Date (after giving effect to the making of the Third Amendment Term Loans on such date). Amounts borrowed under this **Section 2.01(a)** and repaid may not be reborrowed.

Concurrently with the effectiveness of the Equity Transfer Effective Time (but if hereafter applicable, subject to the reinstatement provisions of the Restructuring Agreement), (i) the outstanding principal balance of the Term Loans (other than those comprising the Specified Obligations) shall be reduced by Dollar Equivalent of the Partial Satisfaction Amount, and (ii) recourse against any Loan Party as result of this Agreement or any other Loan Document with respect to the payment of the Non-Recourse Term Loans shall be had only against the Collateral securing the Obligations, and no Loan Party shall have any personal liability for the payment or performance of the Non-Recourse Term Loans (collectively, the “**Non-Recourse Conversion for part of the Term Loans**”). The foregoing limitations on personal liability shall in no way impair or constitute a waiver of the right of Administrative Agent, as mortgagee, beneficiary or secured party, to foreclose and/or enforce its rights with respect to any collateral after an Event of Default. Nothing in this paragraph shall be deemed to be a waiver of any right which Administrative Agent may have under the Bankruptcy Code to file a claim for the full amount of the Non-Recourse Term Loans or to require that all collateral shall continue to secure all of the Obligations. Administrative Agent may seek a judgment in respect of the Non-Recourse Term Loans (and, if necessary, name the Loan Parties in such suit) as part of judicial proceedings to foreclose on any collateral or as a prerequisite to any such foreclosure or to confirm any foreclosure or sale pursuant to power of sale thereunder, and if any suit is brought in respect of

the Non-Recourse Term Loans, or with respect to any IndebtednessDebt or any judgment rendered in such judicial proceedings, such judgment shall constitute a Lien on and may be enforced on and against the collateral and the rents, profits, issues, products and proceeds thereof. The provisions set forth in this paragraph are not intended as a release or discharge of the Obligations from time to time outstanding under any Loan Documents (unless the Lenders hereafter elect, at their sole option, by written notice to the Borrowers to forgive or otherwise discharge the Non-Recourse Term Loans or any other Obligation), but are intended as a limitation, to the extent expressly provided in paragraph, on Administrative Agent's right to sue for a deficiency or seek a personal judgment against any Loan Party with respect to the payment of the Non-Recourse Term Loans, except as required in order to realize on the collateral.

From and after the occurrence of both the Equity Transfer Effective Time and the effectiveness of the NewCo Loan Agreement (but if hereafter applicable, subject to the reinstatement provisions of the Restructuring Agreement), (i) all Initial Term Loans (which shall include all Canadian Term Loans) then outstanding, all Protective Advances then outstanding, all Technology Funded Third Amendment Term Loans then outstanding and all fees and interest accrued on the foregoing amounts pursuant to the terms of this Agreement and the other Loan Documents (in each case, as in effect immediately prior to the Third Amendment Effective Date) (collectively, the "**Specified Obligations**") and each and every existing Lien of Administrative Agent or Lenders encumbering, or purporting to encumber any or all of the Transferred Equity (as defined in the Restructuring Agreement) and/or the assets of Technology US, Technology, Data, Security and/or Technology UK (each and every such Lien, the "**Specified Liens**"), *in each case* shall be evidenced and governed solely and exclusively by the NewCo Loan Agreement and the related loan documents thereunder; *provided* that the administrative agent under the NewCo Loan Agreement shall also benefit from (and may enforce severally or jointly with the Administrative Agent) the provisions of the Management Subordination Agreement and the Ingram Micro Subordination Agreement, and (ii) immediately after giving effect to Loan Split, there shall no longer be any Canadian Term Loans, Protective Advances or Technology Funded Third Amendment Term Loans outstanding under, and governed by, this Agreement (such transactions described in clauses (i) and (ii) being, the "**Loan Split**"). And for the avoidance of doubt, no continuing Loan Party hereunder shall have any consent or other approval right with respect to the NewCo Loan Agreement or the related loan documents thereunder.

The Borrowers acknowledge and agree that on or about March 16, 2023, the Lenders, at the request of the Borrowers, made a Protective Advance to Holdings in an original principal amount equal to \$1,854,408.38 (the "**Specified Protective Advance**"), which Specified Protective Advance remains outstanding in full as of the Fourth Amendment Effective Date. The Borrowers further acknowledge and agree that on or about the Fourth Amendment Effective Date, the Lenders shall, at the request of the Borrowers, make an additional Protective Advance to Holdings in an original principal amount equal to \$2,000,000 (the "**Fourth Amendment Protective Advance**").

Concurrently with the effectiveness of the Transfer Effective Time (but if hereafter applicable, subject to the reinstatement provisions of the Additional Restructuring Agreement), the outstanding principal balance of the Term Loans (other than those comprising the Additional Specified Obligations) shall be reduced by the Additional Partial Satisfaction Amount (which reduction shall not reduce the principal balance of (x) any Protective Advances (including the

Specified Protective Advance or the Fourth Amendment Protective Advance) or (y) the Third Amendment Term Loans).

From and after the occurrence of both the Transfer Effective Time and the effectiveness of the NewCo First Amendment (but if hereafter applicable, subject to the reinstatement provisions of the Restructuring Agreement), outstanding Term Loans (other than those constituting Third Amendment Term Loans) in a principal amount equal to \$10,000,000 (the “**Additional Specified Obligations**”) and each and every existing Lien of Administrative Agent or Lenders encumbering, or purporting to encumber any or all of the Transferred Assets (as defined in the Additional Restructuring Agreement) (each and every such Lien, the “**Additional Specified Liens**”), in each case shall be evidenced and governed solely and exclusively by the NewCo Loan Agreement and the related loan documents thereunder (the “**Additional Loan Split**”).

(b) **DDTL Term Loans.** Subject only to the satisfaction (or written waiver by the DDTL Lenders) in accordance with **Section 4.03** of each of the DDTL Funding Conditions, on any Business Day prior to the DDTL Commitment Termination Date that is specified in an irrevocable written notice in the form attached hereto as **Exhibit E** (a “**DDTL Term Loan Notice**”) delivered by Administrative Borrower to Administrative Agent at least ten (10) Business Days (or such shorter period of time as Administrative Agent, acting at the direction of Lender Representative or Required Lenders, may elect to otherwise agree in writing) prior to such date, each DDTL Lender agrees, severally and not jointly, to make a DDTL Term Loan in Dollars to or for the benefit of the applicable Borrower in an original principal amount equal to such DDTL Lender’s Percentage Share of the DDTL Commitment multiplied by the amount of the DDTL Term Loan requested in such DDTL Term Loan Notice but in any event, not in excess of such Lender’s Percentage Share of the then unfunded portion of the DDTL Commitment. Administrative Agent shall notify each DDTL Lender promptly after receipt of a DDTL Term Loan Notice of the details thereof. Each such DDTL Lender shall, severally and not jointly, make the amount of such Lender’s Percentage Share of each DDTL Term Loan available to Administrative Agent in same day funds by wire transfer to an account designated by Administrative Agent not later than 11:00 a.m. on the requested funding date so that Administrative Agent may make such DDTL Term Loan available to or for the benefit of the applicable Borrower in same day funds by wire transfer to an account designated by Administrative Borrower. Notwithstanding anything to the contrary contained herein, there shall be no more than one (1) funding of DDTL Term Loans prior to the DDTL Commitment Termination Date. Each DDTL Term Loan made shall result in an immediate and permanent reduction in the DDTL Commitment in the principal amount of such DDTL Term Loan so made, to be shared by the Lenders with DDTL Commitments in accordance with their Percentage Shares of the DDTL Commitment then in effect. The proceeds of the DDTL Term Loans shall be used only as set forth in **Schedule 5.08**. Amounts paid or prepaid in respect of the DDTL Term Loans may not be reborrowed. The DDTL Commitment shall terminate in its entirety on the DDTL Commitment Termination Date. On the DDTL Funding Date and immediately after giving effect to the incurrence of the DDTL Term Loans hereunder, the DDTL Term Loans shall constitute Term Loans thereafter for all purposes of this Agreement and the other applicable Loan Documents.

(c) **Limits on Credit Extensions.** Notwithstanding anything to the contrary contained in this **Section 2.01**, Lenders will not be required and shall have no obligation to make any advances hereunder if a Default or an Event of Default then exists or would result by virtue of the making thereof or if any of the other conditions set forth in Article IV has not been satisfied. No Credit Extension (or any portion thereof) that has been repaid or prepaid may be reborrowed. Notwithstanding anything to the contrary contained herein, in no event shall any Lenders be obligated to make to Borrowers, any loans, advances or extensions of credit hereunder, other than the Initial Term Loan, the Second Amendment Term Loans, the Third Amendment Term Loans and the DDTL Term Loans.

SECTION 2.02 INTEREST.

(a) **Interest.** Subject to the provisions hereof (including **Section 2.02(c)**), the outstanding principal balance of the Term Loans shall bear interest from the date advanced until such Term Loans are repaid in full at the Base Rate, payable in immediately available funds.

(b) **Payment Dates.** Interest on the Term Loans shall be due and payable in arrears on each Interest Payment Date and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof both before and after judgment, and both before and after the commencement of any proceeding under any Bankruptcy Law. Subject to the provisions hereof, Borrowers shall pay accrued and unpaid interest under **Section 2.02(a)** to Administrative Agent, on behalf of Lenders, for delivery to Lenders as follows: (i) on each Interest Payment Date; (ii) upon payment or prepayment of the principal balance of any of the Term Loans or any portion thereof, on the amount so paid or prepaid; and (iii) on the Maturity Date.

(c) **Default Rate.** Notwithstanding anything to the contrary contained in **Section 2.02(a)**, automatically upon the occurrence and continuance of an Event of Default under **Section 8.01(f)** and, at the election of the Required Lenders with notice thereof being given by the Administrative Agent to Borrowers, upon the occurrence and continuance of an Event of Default under **Section 8.01(a)**, then, in each case, without affecting any of Administrative Agent's or any Lender's rights and remedies hereunder or in respect hereof, all of the Obligations shall bear interest at the Default Rate; such interest to be payable in immediately available funds upon demand therefor by Administrative Agent (acting at the written direction of Lender Representative or the Required Lenders) or the Required Lenders. From and after October 1, 2022, all of the Obligations shall bear interest at the Default Rate.

(d) **Compounding.** Subject to the other provisions of this **Section 2.02**, without affecting any of Administrative Agent's or any Lender's rights and remedies hereunder or in respect hereof, all interest (including interest at the Default Rate) on any Term Loan that is not paid when due shall, at Administrative Agent's discretion (acting at the direction of Lender Representative or the Required Lenders), either be declared an Event of Default hereunder and subject to the Default Rate or be added to the Outstanding Amount thereof and thereafter bear interest at the rate then applicable to the Outstanding Amount of the applicable Term Loan.

(e) **Interest Act (Canada).** For the purposes of the Interest Act (Canada), (i) whenever a rate of interest or fee rate hereunder is calculated on the basis of a year (the "deemed

year") that contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest or fee rate shall be expressed as a yearly rate by multiplying such rate of interest or fee rate by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year, (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation hereunder and (iii) the rates of interest stipulated herein are intended to be nominal rates and not effective rates or yields.

(f) **Criminal Rate.** If any provision of this Agreement would oblige any Loan Party that is incorporated or otherwise organized under the Laws of Canada or any province or territory thereof, to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by applicable Law or would result in a receipt by such Lender of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)) (the "**Canadian Maximum Rate**"), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

- (i) first, by reducing the amount or rate of interest required to be paid to the affected Lender under this **Section 2.02**; and
- (ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

If after giving effect to the foregoing adjustments, the Administrative Agent or any Lender shall have received an amount in excess of the Canadian Maximum Rate, then such excess interest shall be applied to the reduction of the principal of the Term Loans or, if it exceeds such unpaid principal, refunded to the Borrowers.

SECTION 2.03 PAYMENT AND PREPAYMENTS OF PRINCIPAL.

Subject to the provisions hereof:

(a) **Amortization; Payment on Maturity Date.** Subject to **Section 2.06(b)**, the principal of the Term Loans shall be repaid as follows (the "**Scheduled Amortization**"):

(i) the principal of the Initial Term Loans shall be repaid in consecutive and equal quarterly installments on (x) the last Business Day of each March, June, September and December, commencing on March 31, 2021 and ending on December 31, 2021 and (y) the first Business Day of each January, April, July and October, commencing April 1, 2022, in an aggregate principal amount on each such date equal to (x) during the period from the Funding Date through and including December 31, 2021, C\$225,000 and (y) thereafter, C\$88,125;

(ii) the principal of the Second Amendment Term Loans shall be repaid in consecutive and equal quarterly installments on the first Business Day of each January,

April, July and October, commencing April 1, 2022, in an aggregate principal amount on each such date equal to \$180,000;

(iii) if the DDTL Funding Date occurs, the principal of the DDTL Term Loans shall be repaid in consecutive and equal quarterly installments on the first Business Day of each January, April, July and October, commencing with the first full Fiscal Quarter following the DDTL Funding Date, in an aggregate principal amount on each such date equal to product of one-fourth of 1.00% per annum times the aggregate original principal amount of DDTL Term Loans funded as of such date;

(iv) it is understood and agreed that the amount of any such payment set forth above shall be adjusted to account for the addition of any Incremental Term Loans to contemplate any increase to payments to the extent and as required pursuant to the terms of any applicable Incremental Term Loan in the form of an increase; *provided*, that, after giving effect to this paragraph, in no event shall the annual amortization payable in respect of the aggregate, original principal balance of the Initial Term Loans, the Second Amendment Term Loans, or the DDTL Term Loans ever be less than (x) with respect to the Initial Term Loan, (A) during the period from the Funding Date through and including December 31, 2021, 2.50% per annum and (B) thereafter, 1.00% per annum, and (y) with respect to the Second Amendment Term Loans and the DDTL Term Loans, 1.00% per annum, in each case, subject to application of prepayments in respect of the Term Loans as provided below in this **Section 2.03**; and

(v) Borrowers shall repay in full the Credit Outstandings and all other Obligations on the Maturity Date. The Third Amendment Term Loans shall be payable in full, in cash by Borrowers upon written **demand** by Administrative Agent or the Required Lenders.

(b) **Voluntary Prepayments.** Borrowers may voluntarily prepay the Outstanding Amount of all or any portion of the Term Loans, (x) if no Event of Default has occurred and is continuing, in an amount not less than \$200,000 or an integral multiple of \$40,000 in excess thereof (or, if less, the entire Outstanding Amount of the Term Loans), and (y) if an Event of Default has occurred and is continuing, in an amount not less than the entire Outstanding Amount of the Term Loans, in each case upon not less than 5 Business Day's (or such shorter period as Administrative Agent, acting at the direction of Lender Representative or Required Lenders, may agree) prior written notice to Administrative Agent. In connection with any such voluntary prepayment, Borrowers shall pay in immediately available funds the sum of: (i) the Outstanding Amount of the Term Loans being paid or prepaid; *plus* (ii) the Make-Whole Amount; *plus* (iii) accrued and unpaid interest (at the rate then applicable to the Term Loans) on the amounts on the Outstanding Amount of the Term Loans being paid or prepaid. Each voluntary prepayment shall be applied against the remaining installments of principal due on the Term Loans on a pro rata basis; *provided*, that for purposes of this paragraph, any amount due and payable on the Maturity Date shall not constitute an installment. In connection with any such voluntary prepayment of the Term Loans, Borrowers acknowledge that such prepayment may result in Lenders incurring additional costs, expenses or liabilities, and that, as of the date hereof, it is difficult to ascertain the full extent of such costs, expenses or liabilities. Accordingly, each Borrower agrees that the Make-Whole Amount payable in connection with

any such voluntary prepayment represents a reasonable estimate of the costs, expenses or liabilities of Lenders in connection with any such prepayment. Without affecting any of any Lending Party's rights and remedies hereunder or in respect hereof, if any Borrower fails to pay the Make-Whole Amount when due, then the amount thereof shall thereafter bear interest until paid in full at the Default Rate.

(c) **Mandatory Prepayments.**

(i) [Intentionally Omitted].

(ii) In the event that Net Proceeds resulting from any (A) Event of Loss, or (B) Disposition or series of Dispositions of any assets or sale pursuant to **Section 7.05(h), (k) or (q)**) by Parent or any Subsidiary thereof within any Fiscal Year exceed, in the aggregate, \$2,530,000 (or in any amount, from and after the Third Amendment Effective Date), within five (5) Business Days of the receipt by Parent or any of its Subsidiaries of such Net Proceeds, unless otherwise agreed by the Required Lenders, Borrowers shall prepay the Term Loans in an amount equal to 100.00% of such Net Proceeds in such Fiscal Year; *provided*, that so long as no Event of Default exists, no prepayment shall be required to the extent that such Net Proceeds are used within 270 days (or, if expressly committed via term sheet, indication of interest, or similar expression, to be expended during such 270-day period and not so expended within such 270-day period, then within 360 days) of the receipt thereof by Parent or any Subsidiary thereof to purchase the same or similar property or to restore the property affected by such Event of Loss or invest in other assets used or useful in the business of Parent and its Subsidiaries, *provided further* if the asset subject to an Event of Loss or a Disposition constituted part of the Term Loan Priority Collateral (as defined in the Intercreditor Agreement) immediately before such Event of Loss or Disposition, then the asset so purchased must also constitute Term Loan Priority Collateral from and after its purchase. Any prepayment of the Term Loans pursuant to this **Section 2.03(c)(ii)** shall be accompanied by the payment of all accrued and unpaid interest on the amount of such prepayment through to the date of prepayment.

(iii) [Reserved].

(iv) [Reserved].

(v) Administrative Borrower shall deliver to Administrative Agent a written notice of any prepayment required to be made pursuant to this **Section 2.03(c)** by 1:00 p.m. at least one (1) Business Day before any such payment is made or required to be made thereunder, which shall state the amount of the repayment, the proposed repayment date, and the sub-paragraph of this **Section 2.03(c)** pursuant to which such repayment is made. Each such mandatory prepayment shall be applied to the next two installments of principal due on the Term Loans in order of maturity and then pro rata against the remaining installments of principal due on the Term Loans (for the avoidance of doubt, any amount that is due and payable on the Maturity Date shall constitute an installment); *provided*, that, any prepayments made solely by the Canadian Loan Parties or made with identifiable proceeds of assets of the Canadian Loan Parties arising from the exercise by

Administrative Agent of its remedies under the Loan Documents shall be applied first in respect of the Canadian Term Loans and interest, fees and other payment Obligations (other than Unasserted Obligations) related thereto and next in respect of the other Credit Outstanding; *provided, further*, in the case of any such application under the preceding proviso or any other like provision under the Loan Documents, Administrative Agent shall (and shall be authorized to) make such adjustments, in its determination (acting at the direction of the Lender Representative), with respect to the application of any further payments or proceeds that would be otherwise (but for this proviso) be applied to the Term Loans ratably, such that the Canadian Term Loans, on one hand, and the other Term Loans, on the other hand, recover in a manner equivalent to a ratable basis after taking into account the preceding proviso and any other like provision in determining the application of such further payments and proceeds.

(d) **Payments under Certain Circumstances.** Notwithstanding anything to the contrary contained herein, at any time prior to the third anniversary of the Funding Date (i) that an Event of Default exists, solely as a result of the Obligations (other than Unasserted Obligations) not being paid in full as a result of the acceleration of the Obligations in accordance with the provisions hereof (including as a result of a Change of Control, a sale of the Collateral or the commencement of a proceeding described in **Section 8.01(f)** of this Agreement) or in connection with a Change of Control, (ii) in connection with any foreclosure and sale of, or collection of, the Collateral, in connection with the sale of the Collateral in, or repayment of the Obligations in, any proceeding described in **Section 8.01(f)** of this Agreement or the restructure, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructure, or arrangement in any proceeding described in **Section 8.01(f)** of this Agreement, (iii) in connection with any refinancing of the Obligations, or (iv) in connection with any other payment or prepayment of the Term Loans by Borrowers (regardless of whether an Event of Default then exists) at any time prior to the third anniversary of the Funding Date (other than a prepayment of the Term Loans pursuant to the Scheduled Amortization or Specified Mandatory Prepayment), each Borrower agrees that (without notice or demand of any kind from any Lending Party, such notice and demand being hereby expressly waived) Borrowers shall be required to pay and shall pay the sum of: (i) the Outstanding Amount of the Term Loans being paid or prepaid; *plus* (ii) the Make-Whole Amount; *plus* (iii) accrued and unpaid interest (at the rate then applicable to the Term Loans) on the Outstanding Amount of the Term Loans being paid or prepaid. In connection with any such payment or prepayment of the Term Loans, each Borrower acknowledges that such payment or prepayment may result in Lenders incurring additional costs, expenses or liabilities, and that, as of the date hereof, it is difficult to ascertain the full extent of such costs, expenses or liabilities. Accordingly, each Borrower agrees that the Make-Whole Amount payable in connection with any such payment or prepayment represents a reasonable estimate of the costs, expenses or liabilities of Lenders in connection with any such prepayment. Without affecting any of any Lending Party's rights and remedies hereunder or in respect hereof, if Borrowers fail to pay the Make-Whole Amount when due, then the amount thereof shall thereafter bear interest until paid in full at the Default Rate. Notwithstanding anything to the contrary contained herein, the Make-Whole Amount shall not be due and payable in connection with any refinancing of the Term Loans with a term loan facility in which White Oak or any of its managed accounts or funds (or other Affiliates that are Lenders), participate as a lender; *provided* that in such case, a Make-Whole Amount will be due solely with respect to Loans held by Fiera Comox if Fiera

Comox has not been provided an opportunity (i)(A) to participate ratably in a refinancing of the Term Loans (other than an amendment and extension of the Maturity Date, with or without an upsize) in an amount not less than the sum of the unfunded Aggregate Commitments and the Credit Outstanding held by Fiera Comox under this Agreement as of the date of such refinancing (the “Fiera Comox Hold”), and (B) such refinancing (1) is on pricing terms and with an opening leverage condition and (2) contains terms with respect to voting and amendments (including, in each case, any related defined terms), in each case, no less favorable to Fiera Comox than those of this Agreement, or (ii) in the case of an amendment and extension of the Maturity Date (with or without an upsize), to participate ratably therein on same pricing terms under this Agreement payable to the Lenders (with respect to any then outstanding Term Loans, exclusive of any upfront fees or original issue discount payable on the Closing Date) and on the same other terms offered to the Lenders participating in such amendment and extension (including any fees payable to such participating Lenders); provided that, in the case of the foregoing clauses (i) and (ii), if the amount required for Fiera Comox to participate ratably exceeds the Fiera Comox Hold, then Fiera Comox, in its sole discretion, shall be permitted to participate in an amount equal to or greater than the Fiera Comox Hold. The Make-Whole Amount was properly triggered and became due and payable on November 2, 2022.

SECTION 2.04 FEES

.

(a) On the Closing Date, and on each anniversary of the Closing Date so long as all of the Obligations have not been repaid in full (other than Unasserted Obligations) and any Commitments remain outstanding as of such date, Borrowers shall pay (i) to the Administrative Agent, for the account of the Administrative Agent, (A) an annual loan administration fee in an aggregate amount per year equal to Twenty Thousand Dollars (\$20,000), and (B) an annual loan valuation fee in an aggregate amount per year equal to Twenty-Five Thousand Dollars (\$25,000), and (ii) to Fiera Comox, for the account of Fiera Comox an annual loan valuation fee in an aggregate amount per year equal to Twenty-Five Thousand Dollars (\$25,000).

(b) Borrowers shall additionally pay to the Administrative Agent such fees as shall have been separately agreed upon in writing (other than, from and after the Third Amendment Effective Date, in the Fee Letter) in the amounts and at the times so specified.

(c) All fees contemplated under this Section 2.04 shall be fully earned when due and shall not be refundable for any reason whatsoever (except as expressly agreed between Administrative Borrower and the Administrative Agent).

(d) Notwithstanding any provision in this Agreement or in the Fee Letter, from and after the Third Amendment Effective Date, no fees shall accrue or be otherwise payable by Borrowers or any other Person under the Fee Letter; provided that, for the avoidance of doubt, any fees accrued under the Fee Letter before such date shall remain due and payable).

SECTION 2.05 ORIGINAL ISSUE DISCOUNT

. The Second Amendment Term Loan Commitments held by Fiera Comox will be funded to the Borrowers on the Second Amendment Effective Date with an original issue discount of 1.65% of the maximum principal amount thereof (the “Second Amendment Term Loan OID”). The Second Amendment Term Loan OID shall be fully earned as of the Second Amendment Effective Date.

SECTION 2.06 MANNER OF PAYMENTS.

(a) **Invoices.** Administrative Agent agrees to provide Administrative Borrower with an invoice setting forth the Outstanding Amount of the Term Loans and stating the amount of interest due on any Interest Payment Date in reasonable detail, not later than five (5) days prior to such Interest Payment Date; *provided*, that: (i) Administrative Agent shall have no liability for failing to do so; and (ii) any failure by Administrative Agent to provide any such invoice shall not affect Borrowers’ (or any other Loan Party’s) obligation to pay when due any amounts owing hereunder in accordance with the provisions hereof.

(b) **Payments on Business Days.** If any payment hereunder becomes due and payable on a day (including an Interest Payment Date) that is not a Business Day, then such due date shall be extended to the next succeeding Business Day; *provided*, that interest and fees shall continue to accrue during the period of any such extension.

(c) **Computations.** All interest and fees owing hereunder shall be computed on the basis of a year of 365 or 366 days (or, in the case of the LIBOR Index Rate, 360 days) and calculated in each case for the actual number of days elapsed.

(d) **Evidence of Debt.** The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by Administrative Agent in the ordinary course of business. The accounts or records maintained by Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by Lenders to Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrowers hereunder to pay any amount owing with respect to the Obligations. If any conflict exists between the accounts and records maintained by any Lender and the accounts and records of Administrative Agent in respect of such matters, the accounts and records of Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through Administrative Agent, Borrowers shall execute and deliver to such Lender (through Administrative Agent) a Note, which shall evidence such Lender’s Initial Term Loan, Second Amendment Term Loan, Third Amendment Term Loan, DDTL Term Loan, or any other Term Loan, in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

SECTION 2.07 INCREASED COSTS.

(a) **Increased Costs Generally.** If any Change in Law shall:

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

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes contained herein and (C) Connection Income Taxes) on any Credit Extension made by it, its Commitment or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

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

and the result of any of the foregoing shall be to increase the cost to such Lender or such Recipient of making, converting to, continuing or maintaining any Term Loan or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then, upon request of such Lending Party, Borrowers shall pay to such Recipient within 30 days after its written demand, such additional amount or amounts as will compensate such Recipient for such additional costs incurred or reduction suffered.

(b) **Capital Requirements.** If any Lender determines that any Change in Law affecting such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Credit Extensions made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time, after submission by such Lender to Administrative Borrower (with a copy to the Administrative Agent) of a written request therefor, Borrowers shall pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) **Certificates for Reimbursement.** A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this **Section 2.07**, as well as the basis for determining such amount or amounts, and delivered to Administrative Borrower shall be conclusive absent manifest error. Borrowers shall pay such Lender the amount shown as due on any such certificate within thirty days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this **Section 2.07** shall not constitute a waiver of such Lender's right to demand such compensation; *provided*, that Borrowers shall not be required to compensate a Lender pursuant to the foregoing provisions of this **Section 2.07** for any costs incurred or reductions suffered more than six months prior to the date that such Lender notifies Administrative Borrower of the Change in Law giving rise to such increased costs or

reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to in this subsection (d) shall be extended to include the period of retroactive effect thereof).

(e) **Survival.** All obligations of each Loan Party under this **Section 2.07** shall survive termination of the Aggregate Commitments and the payment in full of all other Obligations.

SECTION 2.08 PAYMENTS FREE OF TAXES.

(a) **Payments Free of Taxes.** Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of an applicable Withholding Agent) require 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, after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this **Section 2.08**), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

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

(c) **Indemnification by Loan Parties.** Each Loan Party shall jointly and severally indemnify each Recipient, within thirty days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to the amounts payable under this **Section 2.08**) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Administrative Borrower by any Lending Party (with a copy to Administrative Agent), or by Administrative Agent on its own behalf or on behalf of a Lending Party, shall be conclusive absent manifest error.

(d) **Indemnification by Lenders.** Each Lender hereby agrees to severally indemnify Administrative Agent, within ten days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified Administrative Agent for such Indemnified Taxes and without limiting the obligation of any Loan Party to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of **Section 10.06(d)** relating to the maintenance of a Participant Register, and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Administrative Agent in connection with any Loan Document, and any reasonable

expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to such Lender from any other source against any amount due to Administrative Agent under this **Section 2.08(d)**.

(e) **Evidence of Payments.** Promptly after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this **Section 2.08**, such Loan Party shall deliver to Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority (to the extent such original or certified copy is available or otherwise can be reasonably obtained) evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Administrative Agent.

(f) **Status of Lenders.**

(i) Any Lender which is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Administrative Borrower and Administrative Agent, at the time or times reasonably requested by the Administrative Agent, such properly completed and executed documentation reasonably requested by Administrative Borrower and Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Administrative Borrower or Administrative Agent, shall deliver such other documentation prescribed by applicable Laws or reasonably requested by Administrative Agent or Administrative Borrower as will enable Administrative Agent or Administrative Borrower 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 this **Section 2.08(f)(ii)(A), (ii)(B) and (ii)(D)**) shall not be required if, in such 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:

(A) any Lender that is not a Foreign Lender shall deliver to Administrative Borrower and Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Administrative Borrower and Administrative Agent), properly completed and duly executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Administrative Borrower and Administrative Agent (in such number

of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter when prescribed under applicable Law or upon the reasonable request of Administrative Borrower and Administrative Agent), whichever of the following is applicable:

- (1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (I) with respect to payments of interest (including original issue discount) under any Loan Document, properly completed and duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty, and (II) with respect to any other applicable payments under any Loan Document, properly completed and duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” or any other applicable article of such tax treaty;
- (2) properly completed and duly executed originals of IRS Form W-8ECI;
- (3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (I) a U.S. Tax compliance certificate in form and substance reasonably satisfactory to Administrative Borrower and Administrative Agent 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 Borrowers within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (**“U.S. Tax Compliance Certificate”**), and (II) properly completed and duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable; or
- (4) to the extent a Foreign Lender is not the beneficial owner of any payment to it hereunder or under any Loan Document, properly completed and duly executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN (or Form W-8BEN-E, as applicable), a U.S. Tax Compliance Certificate in form and substance reasonably satisfactory to Administrative Borrower and Administrative Agent, IRS Form W-9, and/or other certification documents from each beneficial owner of such payment, as applicable; *provided*, that if the Foreign Lender is a partnership for U.S. tax purposes 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 in form and substance

acceptable to Administrative Agent 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 Administrative Borrower and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter when prescribed under applicable Law or upon the reasonable request of Administrative Borrower and Administrative Agent), properly completed and duly executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, properly completed and duly executed, together with such supplementary documentation as may be prescribed by applicable Laws to permit Administrative Borrower and Administrative Agent to determine the withholding or deduction required to be made; and

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

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Administrative Borrower and Administrative Agent in writing of its legal inability to do so. Administrative Agent shall be required to comply with the provisions of this **Section 2.08** as though it were, and to the same extent as, a Lender.

(g) **Treatment of Certain Refunds.** If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this **Section 2.08** (including by the payment of additional amounts pursuant to this **Section 2.08**), 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 2.08** with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party related to such refund 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 subsection (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 subsection (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this subsection (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 subsection (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) **Survival.** All obligations of each party under this **Section 2.08** shall survive termination of the Aggregate Commitments and the payment in full of all other Obligations.

SECTION 2.09 SHARING OF PAYMENTS.

If any Lender shall, by exercising any right of setoff, recoupment or counterclaim or otherwise, obtain payment in respect of any Credit Outstandings or accrued and unpaid interest thereon resulting in such Lender receiving payment of a proportion of the Credit Outstandings or accrued and unpaid interest thereon greater than its Percentage Share (or other applicable share) thereof as provided herein (including as a result of the last paragraph of **Section 8.02(d)** as determined following the sale or other disposition of all or substantially all of the Collateral and based on such Lender's Percentage Share for all of the Term Loans), then such Lender receiving such greater proportion shall: (a) notify Administrative Agent of such fact; and (b) purchase (for cash at face value) participations in that portion of the Credit Outstandings or accrued and unpaid interest thereon held by the other applicable Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with their respective Percentage Shares thereof; *provided*, that: (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and (ii) the provisions of this **Section 2.09** shall not be construed to apply to: (A) any payment made by Borrowers 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, but excluding the application of payments and proceeds under **Section 8.02(d)**) or the Fee Letter; or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any portion of the Credit Outstandings held by it to any assignee or participant, other than to any Loan Party (as to which the provisions of this **Section 2.09** shall apply). Notwithstanding anything to the contrary contained in the foregoing, in the event that any Defaulting Lender shall exercise any rights of setoff, (x) all amounts so set off shall be paid over immediately to Administrative Agent for further application in accordance with the provisions of **Section 2.12(b)** and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Laws, that any Lender acquiring a participation pursuant to the foregoing arrangements may, except to the extent otherwise specified in such Lender's participation agreement, exercise against such Loan Party rights of setoff, recoupment and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

SECTION 2.10 PAYMENTS GENERALLY.

(a) Payments Generally.

(i) All payments to be made by any Loan Party under any Loan Document shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. All payments by any Loan Party under any Loan Document shall be made to Administrative Agent, for the account of the respective Lenders to which such payment is owed, at Administrative Agent's Office in Dollars and in immediately available funds not later than 11:00 a.m. on the date specified herein. Administrative Agent will promptly distribute to each Lender its applicable Percentage Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by Administrative Agent after 11:00 a.m. may (in Administrative Agent's discretion) be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. On the Third Amendment Effective Date (immediately after giving effect to the Restructuring Agreement transactions), all amounts outstanding under this Agreement shall be payable solely in Dollars, and in furtherance hereof, any amounts outstanding at such time in Canadian Dollars shall be deemed converted into the Dollar Equivalent thereof.

(b) Clawback Rights.

(i) Unless Administrative Agent shall have received notice from a Lender prior to the proposed date of the making of the Term Loan that such Lender will not make available to Administrative Agent such Lender's share thereof, Administrative Agent may assume that such Lender has made such share available on such date in accordance with **Section 2.01** and may (but shall not be obligated to), in reliance upon such assumption, make available to Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the Term Loans available to Administrative Agent, then the applicable Lender, on the one hand, and, Borrowers on the other hand, each severally agrees to pay to Administrative Agent promptly on demand such corresponding amount in immediately available funds with interest thereon, for each day from the date such amount is made available to Borrowers to the date of payment to Administrative Agent, at: (A) in the case of a payment to be made by such Lender, the Federal Funds Rate; and (B) in the case of a payment to be made by Borrowers, the interest rate applicable to the Term Loans. If Borrowers and such Lender shall pay such interest to Administrative Agent for the same or an overlapping period, then Administrative Agent shall promptly remit to Borrowers the amount of such interest paid by Borrowers for such period. If, prior to the making of any such demand by

Administrative Agent, such Lender pays its share of the Term Loans to Administrative Agent, then the amount so paid shall constitute such Lender's Term Loans included within the Term Loans. Any payment by Borrowers shall be without prejudice to any claim Borrowers may have against a Lender that shall have failed to make such payment to Administrative Agent.

(ii) Unless Administrative Agent shall have received notice from Administrative Borrower prior to the date on which any payment is due hereunder to Administrative Agent for the account of Lenders that Borrowers will not make such payment, Administrative Agent may assume that Borrowers have made such payment on such date in accordance herewith and may (but shall not be obligated to), in reliance upon such assumption, distribute to Lenders the amount due. In such event, if any Borrower has not in fact made such payment, then each Lender severally agrees to repay to Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from the date such amount is distributed to it to the date of payment to Administrative Agent, at the Federal Funds Rate. A notice of Administrative Agent to any Lender or Administrative Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) **Failure to Satisfy Conditions Precedent.** If any Lender makes available to Administrative Agent all such funds for any Term Loan to be made by such Lender as provided in the foregoing provisions of this **Article II**, and such funds are not made available to Borrowers by Administrative Agent because the conditions to the Term Loans set forth in **Article IV** are not satisfied or waived in accordance with the terms hereof by 1:00 pm (New York time), then Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) **Obligations of Lenders Several.** The obligations of Lenders hereunder to make any Term Loan and to make payments under **Section 10.04(c)** are several and not joint. The failure of any Lender to make a Term Loan or to make any payment under **Section 10.04(c)** on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Term Loans or to make its payments under **Section 10.04(c)**.

(e) **Funding Sources.** Nothing herein shall be deemed to obligate any Lender to obtain the funds for the Term Loans in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for the Term Loans in any particular place or manner.

SECTION 2.11 REPLACEMENT OF LENDERS.

(a) If any Lender requests compensation under **Section 2.07** or **2.08**, or if Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 2.08**, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Term Loans hereunder or to assign its rights and obligations hereunder to another of its

offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to **Sections 2.07 or 2.08**, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Each Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under **Section 2.07** or **Section 2.08**, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 2.08**, and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with paragraph (a) of this Section, or, or if any Lender is a Defaulting Lender, then Borrowers may, at their sole expense and effort, upon notice to such Lender and Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in **Section 10.06**), all its interests, rights (other than its existing rights to payments pursuant to **Sections 2.07 or 2.08**) and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided*, that (i) Borrowers shall have received the prior written consent of Lender Representative which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Term Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or Borrowers (in the case of all other amounts), and (iii) in the case of any such assignment resulting from a claim for compensation under **Section 2.07** or payments required to be made pursuant to **Section 2.08**, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling Borrowers to require such assignment and delegation cease to apply.

SECTION 2.12 DEFAULTING LENDERS

. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Required Lenders in connection therewith), such Defaulting Lender shall be deemed not to be a “Lender” and such Lender’s Aggregate Commitments and Credit Outstandings shall be deemed to be zero; *provided*, that the foregoing shall not apply to any of the matters governed by **Section 10.01(a)(i)(A)** through **10.01(a)(i)(C)**.

(b) Any payment of principal, interest, fees or other amounts received by Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to **Article VIII** or otherwise) or received by Administrative Agent from a Defaulting Lender pursuant to **Section 2.09** shall be applied at such time or times as may be determined by Lender Representative as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to Administrative Agent hereunder; *second*, as Administrative

Borrower may request (so long as no Event of Default exists), to the funding of any Term Loans in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by Lender Representative; *third*, if so determined by Lender Representative and Administrative Borrower, to be held in a deposit account and released in order to satisfy such Defaulting Lender's potential future funding obligations with respect to any Term Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Event of Default exists, to the payment of any amounts owing to any Borrower as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided*, that (x) if such payment is a payment of the principal amount of any Term Loan in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Term Loan was made at a time when the conditions set forth in **Article IV** were satisfied or waived, such payment shall be applied solely to pay such Term Loan owed to all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of such Term Loans of such Defaulting Lender until such time as each Lender holds its Percentage Share of such Term Loans.

(c) If Administrative Borrower and Lender Representative agree in writing that a Lender is no longer a Defaulting Lender, Lender Representative shall notify Administrative Agent who will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Term Loans of the other Lenders or take such other actions as Lender Representative may determine to be necessary to cause each Lender to hold its Percentage Share of the Term Loans, whereupon such Lender will cease to be a Defaulting Lender; *provided*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(d) If Lender Representative is a Defaulting Lender, all determinations that are explicitly designated to reside with Lender Representative under this **Section 2.12** shall, for so long as Lender Representative is a Defaulting Lender, instead reside with the then applicable Required Lenders.

SECTION 2.13 UNCOMMITTED INCREMENTAL FACILITIES

(a) **Requests Generally.** At any time before the Third Amendment Effective Date, Administrative Borrower may, by written notice to Administrative Agent in accordance with **Section 2.13(b)** below (each, an "**Incremental Facility Request**") and with the consent of the Lender Representative, request increases in the Term Loans from the Lenders then party hereto or their respective Affiliates (each, an "**Incremental Term Loan Commitment**" and each term loan thereunder, an "**Incremental Term Loan**"; the foregoing, each, an "**Incremental Facility**"

and collectively as the “**Incremental Facilities**”) in an aggregate amount not to exceed the Dollar Equivalent of \$12,000,000.

(b) **Form of Incremental Facility Request.** Each Incremental Facility Request shall set forth (1) the amount of the Incremental Term Loan Commitment being requested (which shall be in a minimum Dollar Equivalent amount of \$1,000,000 and multiples of \$250,000 in excess thereof or, if less, the entire unutilized amount of the maximum amount of all such requests set forth in **Section 2.13(a)** above) and (2) the date (an “**Incremental Effective Date**”) on which such Incremental Facility is requested to become effective (which, unless otherwise agreed by Lender Representative in its sole discretion, shall not be less than twenty (20) Business Days nor more than one hundred twenty (120) days after the date of written notice of such Incremental Facility Request is received by Administrative Agent). Absent the consent of the Required Lenders, Administrative Borrower agrees that it shall provide each Lender with the opportunity to participate in an Incremental Facility in an amount not less than such Lender’s ratable percentage of the Term Loans.

(c) **Conditions to Incremental Facilities.** No Incremental Facility shall become effective under this **Section 2.13** unless, after giving effect to such Incremental Facility, the Term Loan to be made thereunder, the application of the proceeds therefrom, and, any adjustments made to EBITDA on a Pro Forma Basis otherwise permitted hereunder:

- (i) no Default or Event of Default shall exist at the time of funding;
- (ii) [reserved];
- (iii) proceeds of any such Incremental Facility shall be used solely in accordance with **Schedule 5.08** and subject to **Section 5.13**; and
- (iv) such Incremental Facility shall constitute Term Loan Indebtedness and shall not constitute Excess Term Loan Indebtedness (as each term is defined in the Intercreditor Agreement).

(d) **Required Amendments.** Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Facility, this Agreement shall be amended to the extent necessary to reflect the existence of such Incremental Facility and the Term Loans evidenced thereby, and any joinder agreement or amendment (any such document, an “**Incremental Amendment**”) may without the consent of the other Lenders effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of Lender Representative, Administrative Agent and Administrative Borrower, to effectuate the provisions of this **Section 2.13**, and, for the avoidance of doubt, this **Section 2.13** shall supersede any provisions in **Section 10.01**.

(e) **Treatment as Loans; Security.** From and after each Incremental Effective Date, the Term Loans and Commitments established pursuant to this **Section 2.13** (i) shall constitute Term Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents and (ii) shall benefit equally and ratably from the guarantees and security interests created by the applicable Collateral Documents. The Loan Parties shall take any actions reasonably required by Administrative Agent to ensure and/or

demonstrate that the Liens and security interests granted by the applicable Collateral Documents continue to be perfected under the Uniform Commercial Code, PPSA or otherwise after giving effect to the establishment of any such new Term Loans and Commitments, including, compliance with **Section 6.19**.

(f) **Funding.** Subject to the terms and conditions of this Agreement, the applicable Incremental Amendment and in reliance upon the representations and warranties of the Loan Parties contained in this Agreement and any other applicable Loan Document, each Lender that in its discretion elects to have an Incremental Term Loan Commitment pursuant to this **Section 2.13** severally and not jointly agrees to make a loan to Borrowers, on the applicable effective date of such Incremental Facility, in an amount equal to such Lender's Incremental Term Loan Commitment. Each Lender's Incremental Term Loan Commitment shall be reduced to zero and terminate upon the funding of the applicable Incremental Term Loan on the effective date of such Incremental Facility. No Commitment of any Lender shall be increased without the consent of such Lender, and no Lender shall have any obligation to participate in any Incremental Facility.

SECTION 2.14 FUNDING DATE RATIFICATION.

As a result of the advance of the Initial Term Loan hereunder on the Funding Date, immediately, automatically and without any further action of any Person, each of Canadian Purchaser, RC Data, Soroc Holdings and Technology (a) became a Borrower and a Loan Party hereunder and under the other Loan Documents, (b) agreed to pay, perform and discharge, and agreed to be liable for, the Obligations as a Borrower and a Loan Party hereunder and under all other Loan Documents in accordance with the terms hereof and thereof and without setoff, defense, counterclaim or claims in recoupment, (c) made all of the representations and warranties contained herein as if it were the Initial Borrower hereunder as of such Funding Date, and (d) ratified and agreed to be bound by all of the covenants, terms, provisions, and conditions contained herein, including, without limitation, **Sections 10.20 and 10.21**.

ARTICLE III [INTENTIONALLY OMITTED]

ARTICLE IV CONDITIONS TO EFFECTIVENESS AND FUNDING

SECTION 4.01 EFFECTIVE DATE CONDITIONS PRECEDENT.

The effectiveness of this Agreement is subject to the satisfaction of the following conditions precedent:

(a) **Receipt of Certain Documents.** Administrative Agent shall have had delivered to it counterparts of each of the following agreements, in each case duly executed and delivered by the Initial Borrower, Parent, Administrative Agent and the Lenders, and in a form reasonably acceptable to Lender Representative (i) this Agreement and (ii) the Fee Letter, each of which shall be, unless otherwise specified herein or otherwise required by Lenders, originals (or telefacsimiles or portable document format versions thereof), each, to the extent to be executed

by a Loan Party, properly executed by a Responsible Officer of such Loan Party, each dated as of the Effective Date; and

(b) Truth and Correctness of Representations and Warranties; No Default or Event of Default. The representations and warranties of Borrowers and each other Loan Party contained in **Article V** or any other Loan Document, or that are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Effective Date, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date and (ii) to the extent that such representations and warranties specifically refer to the Funding Date, in which case they shall be disregarded for purposes of this **Section 4.01(b)**). No Default or Event of Default shall then exist on the Effective Date.

SECTION 4.02 FUNDING DATE CONDITIONS PRECEDENT.

The obligation of each Lender to make its portion of the Initial Term Loans hereunder on the Funding Date is subject to the satisfaction of the conditions precedent in **Section 4.01** and of the following conditions precedent, except to the extent that any of the following items are expressly permitted to be delivered by a date after the Funding Date pursuant to **Section 6.18** (all Loan Documents and other documents to be delivered to Administrative Agent or any other Lending Party pursuant to this **Section 4.02** shall be subject to prior reasonable approval as to form and substance by Lender Representative):

(a) Receipt of Certain Documents. Administrative Agent shall have had delivered to it all of the following, each of which shall be, unless otherwise specified herein or otherwise required by Lenders, originals (or telefacsimiles or portable document format versions thereof (in either such case, promptly followed by originals thereof)), each, to the extent to be executed by a Loan Party, properly executed by a Responsible Officer of such Loan Party, each dated the Funding Date (or, in the case of certificates of governmental officials, a recent date before the Funding Date):

(i) counterparts of each of the following agreements, in each case duly executed and delivered by each of the parties thereto, and in a form reasonably acceptable to Lender Representative: (A) the Guaranty and Security Agreement and the Canadian Guaranty and Security Agreement, (B) a Trademark Security Agreement, (C) the Intercompany Subordination Agreement, (D) the Intercreditor Agreement, (E) the Management Fee Subordination Agreement, (F) a funding date borrowing request which will include a funds flow agreement with respect to the use of the proceeds of the Initial Term Loan made on the Funding Date, (G) the Ingram Micro Subordination Agreement, (H) this Agreement executed by each of the Borrowers (other than the Initial Borrower) (I) the Management Agreement, and (J) each other Loan Document (including all Collateral Documents);

(ii) if requested by any Lender, a Note or Notes duly executed by Borrowers in favor of such Lender evidencing the Initial Term Loan made by such Lender to Borrowers;

(iii) delivery of each of the following:

(A) [reserved];

(B) any promissory notes and other instruments evidencing all loans, advances and other debt owed or owing to any Loan Party constituting Collateral as of the Funding Date, together with undated instruments of transfer with respect thereto executed in blank;

(C) all other documents, including Uniform Commercial Code financing statements, PPSA financing statements and security agreements filed with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, required by applicable Laws or reasonably requested by any Lending Party to be filed, registered or recorded to create or perfect the Liens in accordance with the priority intended to be created under the Collateral Documents existing on the Funding Date; and

(D) a Due Diligence Certificate with respect to each Loan Party, dated the Funding Date and duly executed by a Responsible Officer of the applicable Loan Party, together with results of a search of the Uniform Commercial Code or, if applicable, PPSA (or equivalent) filings made and tax and judgment lien searches with respect to each of the Loan Parties in the jurisdictions required by Lenders and copies of the financing statements (or similar documents) disclosed by such searches and customary payoff and release documentation reasonably satisfactory to Lender Representative that the Liens indicated by such financing statements (or similar documents) are permitted by **Section 7.01** or have been otherwise appropriately released or terminated prior to or substantially concurrently with the initial borrowing;

(iv) such certificates of resolutions or other action, incumbency certificates or other certificates of Responsible Officers of each Loan Party that is not a natural person as any Lending Party may reasonably require (A) evidencing the authority of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with the Loan Documents to which such Loan Party is a party; (B) attesting to the incumbency and signatures of each Responsible Officer thereof executing the Loan Documents on behalf of any Loan Party; and (C) attaching such Loan Party's Organizational Documents, as amended, modified or supplemented as of the Funding Date, which such Organizational Documents shall be (1) certified by a Responsible Officer of such Loan Party, and (2) with respect to Organizational Documents of Loan Parties (other than Canadian Loan Parties) that are charter documents, certified as of a recent date (not more than 30 days prior to the Funding Date) by the appropriate governmental official;

(v) such documents and certifications as Lender Representative may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing, in good standing and qualified to engage in business in: (A) the State of its jurisdiction of organization or formation; and (B) each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(vi) a favorable opinion or opinions of counsel (including Canadian counsel and any other necessary local counsel) to the Loan Parties reasonably acceptable to Lender Representative, addressed to each Lending Party, as to such matters as are reasonably required by Lender Representative and customary with respect to the Loan Parties, the Collateral and the Loan Documents;

(vii) a certificate of Responsible Officer of Parent certifying that (A) all consents, licenses and approvals required in connection with the execution, delivery and performance by each Loan Party and the validity against each Loan Party of the Loan Documents to which it is a party have been received, and such consents, licenses and approvals are in full force and effect and (B) there does not exist any action, suit, investigation, litigation or proceeding pending or threatened in writing in or before any Governmental Authority that challenges the Term Loans, the Closing Date Acquisition, or the Working Capital Facility;

(viii) each of the following in a form customarily used for syndication of bank credit facilities and consistent with the same provided to the Lending Parties prior to the date hereof: (a) a pro forma consolidated balance sheet of Parent and its Subsidiaries as of the Funding Date giving pro forma effect to the transactions contemplated by this Agreement; (b) projected consolidated financial statements of Parent and its Subsidiaries consisting of consolidated balance sheets, consolidated income statements and consolidated cash flow statements of Borrowers as of the Funding Date; (c) audited consolidated balance sheets and related statements of operations, changes in equity, comprehensive income (loss) and cash flows of RC Data and its Subsidiaries, in each case, for the Fiscal Year ended December 31, 2019; (d) unaudited consolidated balance sheets and related statements of income, changes in equity, comprehensive income (loss), and cash flows of RC Data and its Subsidiaries, in each case, for each subsequent fiscal quarter ended at least 60 days prior to the Funding Date; (e) an unaudited *pro forma* consolidated balance sheet of Borrowers and their respective Subsidiaries as of the date of the most recent consolidated balance sheet delivered pursuant to subclause (d) above, (f) a *pro forma* statement of operations and adjusted EBITDA for the twelve-month period ending on such balance sheet date, in the case of clauses (e) and (f), adjusted to give effect to the transactions contemplated by this Agreement, including the Closing Date Acquisition and the transactions contemplated under the Closing Date Acquisition Agreement, the other transactions related thereto, and such other adjustments as are reflected in the financial model, and (g) a final quality of earnings report covering the trailing twelve-month period ended July 31, 2020;

(ix) [reserved];

(x) certificates of insurance which demonstrate that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect, each in form and substance reasonably satisfactory to Lender Representative;

(xi) a certificate signed by the chief financial officer of Canadian Purchaser certifying that the Loan Parties, taken as a whole, are Solvent, immediately after giving effect to the transactions contemplated hereby;

(xii) evidence that: (A) all commitments under any secured facilities not otherwise permitted under **Section 7.03**, if any, have been terminated not later than the Funding Date, and all outstanding amounts thereunder paid in full; and (B) all Liens securing obligations under any secured facilities not otherwise permitted under **Section 7.03**, if any, have been released and terminated not later than the Funding Date;

(b) **KYC Requirements.** (i) All documentation and other information required by regulatory authorities under “know your customer” and all Anti-Terrorism Laws, Money Laundering Laws and all “know your customer” Laws shall have been supplied to Administrative Agent and Lenders, including, but not limited to, the PATRIOT ACT and W-9s with respect to Borrowers and each other Person who will be a recipient of a wire on the Funding Date, and all such documentation and other information shall be reasonably satisfactory to Administrative Agent, (ii) Administrative Agent shall have completed customary individual background checks for each Loan Party’s senior management and key principals, the results of which shall be reasonably satisfactory to Administrative Agent and Lender Representative, and (ii) Administrative Agent shall have received a Sanctioned Countries Letter, in form and substance reasonably acceptable to Lender Representative and Administrative Agent, duly executed by each Loan Party and Administrative Agent.

(c) **Acquisition.** The Closing Date Acquisition shall substantially simultaneously with the extension of the Initial Term Loan hereunder be consummated in accordance with the Closing Date Acquisition Agreement (including receipt of all consents and approvals to the Closing Date Acquisition set forth on **Schedule 6.1(i)** unless otherwise waived with Lender Representative’s approval in accordance with the terms of this clause (c)) and all applicable Law (and no provision of the Closing Date Acquisition Agreement shall have been waived, amended, supplemented, or otherwise modified (including any consents thereunder) in each case by Parent or any Borrower except pursuant to a written agreement or instrument which has heretofore been delivered to, and approved in writing by, Lender Representative and Lender Representative shall have received duly executed copies of the Closing Date Acquisition Documents, (including all exhibits, schedules and disclosure letters referred to therein or delivered pursuant thereto, if any) and all amendments thereto, waivers relating thereto and other side letters or agreements affecting the terms thereof, which are in form and substance reasonably satisfactory to Lender Representative.

(d) **Sponsor Investment.** Administrative Agent shall have received, in form and substance reasonably satisfactory to Lender Representative, evidence of the making of cash equity contributions by Sponsor (exclusive of any rollover equity contributions) in an amount of not less than C\$20,000,000 to fund a portion of purchase price for the Closing Date Acquisition,

and the terms and conditions of such equity contributions shall be reasonably satisfactory to Lender Representative.

(e) **Material Adverse Effect.** Since the Most Recent Fiscal Year End (as defined in the Closing Date Acquisition Agreement) there has not been any Material Adverse Change (as defined in the Closing Date Acquisition Agreement) and no event has occurred that could reasonably be expected to result in a Material Adverse Change (as defined in the Closing Date Acquisition Agreement).

(f) **Working Capital Facility.** Administrative Agent and Lender Representative have received or will receive on the Funding Date complete copies of the Working Capital Loan Documents. All of the foregoing shall be in form and substance reasonably acceptable to Lender Representative. Prior to or substantially concurrently with the funding of the Initial Term Loans hereunder, the transactions contemplated by the Working Capital Facility shall have been consummated in accordance with the terms thereof.

(g) **No Debt.** After giving effect to the Closing Date Acquisition, the Refinancing, and the transactions contemplated hereby, the Loan Parties shall have no outstanding funded Debt other than the Debt permitted in accordance with this Agreement.

(h) **Truth and Correctness of Representations and Warranties; No Default or Event of Default.** The representations and warranties of Borrowers and each other Loan Party contained in Article V or any other Loan Document, or that are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Funding Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date. No Default or Event of Default shall then exist or shall result from the use of proceeds of the Initial Term Loan on the Funding Date.

(i) **Notice of Funding Date.** Administrative Borrower has provided Administrative Agent with written notice of the proposed Funding Date at least one (1) Business Day prior to the anticipated Funding Date.

(j) **Payment of Fees.** Borrowers shall have paid: (i) all accrued costs, fees and expenses required to be paid to Administrative Agent, Lenders and White Oak on or before the Funding Date (or offset against the initial borrowing); and (ii) all reasonable, documented, out-of-pocket legal fees and expenses and the fees and expenses of any other advisors to White Oak and/or Administrative Agent, *plus* any other compensation due and payable to the Administrative Agent, Lead Arranger, and the Lenders and required to be paid on the Funding Date (or offset against the initial borrowing), in each case, to the extent invoices are received by Administrative Borrower at least three (3) Business Days prior to the Funding Date.

SECTION 4.03 DDTL TERM LOAN CONDITIONS PRECEDENT.

The obligation of each Lender to make its portion of the DDTL Term Loans hereunder on the DDTL Funding Date is subject to the satisfaction of the following conditions precedent (all Loan Documents and other documents to be delivered to Administrative Agent or any other Lending Party pursuant to this **Section 4.03** shall be subject to prior reasonable approval as to form and substance by Lender Representative; the funding conditions in this **Section 4.03**, the “**DDTL Funding Conditions**”):

- (a) **Truth and Correctness of Representations and Warranties; No Default or Event of Default.** The representations and warranties of Borrowers and each other Loan Party contained in Article V or any other Loan Document, or that are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the DDTL Funding Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date. No Default or Event of Default shall then exist or shall result from the use of proceeds of the DDTL Term Loans on the DDTL Funding Date.
- (b) **Notice of Funding Date.** Administrative Borrower has provided Administrative Agent with a DDTL Term Loan Notice at least ten (10) Business Days prior to the proposed DDTL Funding Date (or in each case, such shorter period of time as Lender Representative may elect to otherwise agree in writing) identifying the information contemplated by such DDTL Term Loan Notice and the wire instructions to be used for the funding of such DDTL Term Loans and demonstrating that the DDTL Funding Conditions will be satisfied at the time of borrowing.
- (c) **Maximum DDTL Term Loan Amount.** The aggregate DDTL Term Loans requested to be made pursuant to the DDTL Term Loan Notice shall not exceed the DDTL Commitment.
- (d) **Notes.** If requested by any Lender, a Note or Notes duly executed by Borrowers in favor of such Lender evidencing the DDTL Term Loan made by such Lender to Borrowers.
- (e) **Financial Statements.** Administrative Agent and Lender Representative shall have received the annual financial statements of Parent and its Subsidiaries for the Fiscal Year ending December 31, 2022 required pursuant to the terms of **Section 6.01(a)** of this Agreement.
- (f) **No Litigation.** There does not exist any action, suit, investigation, litigation or proceeding pending or threatened in writing in or before any Governmental Authority that challenges the Term Loans, the other transactions contemplated hereby, or the Working Capital Facility.
- (g) **Leverage; Excess Availability.** Administrative Agent and Lender Representative shall have received evidence reasonably satisfactory to Lender Representative that after giving effect to the incurrence of the DDTL Term Loans, any loans made or otherwise

outstanding under the Working Capital Facility as of the DDTL Funding Date, and the payment by Borrowers of all costs, fees and expenses relating thereto, on a *pro forma* basis, (i) the Total Leverage Ratio of the Loan Parties is not greater than 3.80 to 1.00 for the most recently ended Fiscal Quarter and (ii) Excess Availability (as defined in the Working Capital Loan Documents, as in effect on the Second Amendment Effective Date) is at least \$8,000,000.

(h) **Payment of Fees.** Borrowers shall have paid: (i) all accrued costs, fees and expenses required to be paid to Administrative Agent, Lenders and White Oak on or before the DDTL Funding Date (or offset against the DDTL Term Loans); and (ii) all reasonable, documented, out-of-pocket legal fees and expenses and the fees and expenses of any other advisors to Administrative Agent and White Oak, *plus* any other compensation due and payable to the Administrative Agent, Lead Arranger, and the Lenders and required to be paid on the DDTL Funding Date (or offset against the DDTL Term Loans), in each case, to the extent invoices are received by Administrative Borrower at least three (3) Business Days prior to the DDTL Funding Date.

ARTICLE V **REPRESENTATIONS AND WARRANTIES**

Each Loan Party each represents and warrants, on its own behalf and not on behalf of any other Loan Party, to each Lending Party that:

SECTION 5.01 CORPORATE EXISTENCE AND POWER.

Each of the Loan Parties and their respective Subsidiaries (other than, with respect to **Section 5.01(a)** and **Section 5.01(c)**, any of the Loan Parties who are natural persons): (a) is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation (subject to such changes after the date hereof as are permitted under the Loan Documents); (b) has the power and authority and all governmental licenses, authorizations, consents and approvals: (i) to own its assets and carry on its business as now conducted and as proposed to be conducted, except as could not reasonably be expected to have a Material Adverse Effect; and (ii) to execute, deliver, and perform its obligations under the Loan Documents to which each is a party in all material respects; and (c) is duly qualified as a foreign corporation, partnership or limited liability company, as applicable, and is licensed and in good standing under the laws of each jurisdiction where its ownership, leasing or operation of property or the conduct of its business requires such qualification or license, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.02 CORPORATE AUTHORIZATION; NO CONTRAVENTION.

The execution and delivery by each of the Loan Parties and their respective Subsidiaries (to the extent any such Subsidiary is party hereto or to any other Loan Document), and the performance by each of the Loan Parties and their respective Subsidiaries of its obligations under, each Loan Document to which such Person is party have been (other than in the case of Loan Parties who are natural persons) duly authorized by all necessary corporate or other organizational action, and do not and will not: (a) (other than in the case of Loan Parties who are

natural persons) contravene the terms of any of such Person's Organizational Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien (other than the Liens created under the Loan Documents or the Working Capital Loan Documents) under, or require any payment to be made under: (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any Subsidiary thereof, which breach or default could reasonably be expected to result in a Material Adverse Effect or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject in all material respects; or (c) violate any applicable Law which could reasonably be expected to result in a Material Adverse Effect. Each of the Loan Parties and their respective Subsidiaries are in compliance with all Contractual Obligations, except to the extent that any failure to be in compliance could not reasonably be expected to have a Material Adverse Effect. No Loan Party or any Subsidiary thereof is a party to or is bound by any Contractual Obligation, or is subject to any restriction in any Organizational Document, or any requirement of Law, which, in any such case, could reasonably be expected to have a Material Adverse Effect.

SECTION 5.03 GOVERNMENTAL AUTHORIZATION; COMPLIANCE WITH LAWS; COMPLIANCE WITH ANTI-TERRORISM LAWS AND MONEY LAUNDERING LAWS.

(a) **Authorizations.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution and delivery by any Loan Party of, or the performance by any Loan Party of its obligations under, any Loan Document to which it is a party other than (i) such as have been obtained or made and are in full force and effect, (ii) filings necessary to perfect Liens created by the Loan Documents, or (iii) which could not reasonably be expected to result in a Material Adverse Effect.

(b) **Compliance with Laws.** Each Loan Party and each Subsidiary thereof are in compliance in all respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) **Compliance with Anti-Terrorism Laws and Money Laundering Laws.** Notwithstanding the foregoing:

(A) neither any Loan Party nor any Subsidiary thereof that is organized in the United States or Canada: (1) is, or is controlled by or is acting on behalf of, a Restricted Party; (2) has received funds or other property from a Restricted Party; or (3) is in breach of or is the subject of any action or investigation under any applicable Anti-Terrorism Law, Money Laundering Law or Sanctions;

(B) each of the Loan Parties organized in the United States or Canada and each Subsidiary thereof has taken reasonable measures to ensure compliance with applicable Anti-Terrorism Laws, Money Laundering Laws and Sanctions;

(C) the operations of each Loan Party and its Subsidiaries are and have been conducted at all times in compliance with applicable Anti-Terrorism Laws and Money Laundering Laws, and without violation of the Sanctions, and each Loan Party and its Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith; and

(D) neither Parent nor any of its Subsidiaries (or, to the knowledge of any Borrower, any director, officer, employee, agent, affiliate or representative of Parent or any of its Subsidiaries) is a Person currently the subject of any Sanctions, and neither Parent nor any of its Subsidiaries is located, organized or resident in a country or territory that is the subject of any Sanctions. Each Borrower represents that it will not directly or indirectly use the proceeds of any Term Loan to fund any activities of or business with any Restricted Party or in any other manner that would result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of any Sanctions, Anti-Terrorism Laws or an Money Laundering Laws.

(d) **Certain Actions.** No Loan Party is engaged in or has engaged in any course of conduct that could subject any of their respective properties to any Lien, seizure or other forfeiture under any racketeer influenced and corrupt organizations law, any Anti-Terrorism Laws, any Money Laundering Laws or any Sanctions, whether civil or criminal, or other similar Laws.

(e) Notwithstanding anything in this Agreement, nothing in this Agreement shall require any Loan Party or any of its Subsidiaries, or any director, officer, employee, agent, Affiliate of any Loan Party or any of its Subsidiaries, that is registered or incorporated under the laws of Canada or of a province or territory thereof to commit an act or omission that contravenes the Foreign Extraterritorial Measures Order (United States), 1992.

SECTION 5.04 BINDING EFFECT.

This Agreement has been, and each other Loan Document (when delivered hereunder) will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document to which any Loan Party is a party constitute the legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other Laws of general application effecting enforcements of creditors' rights or general principles of equity.

SECTION 5.05 LITIGATION.

There are no actions, suits, proceedings (whether in the form of arbitration, judicial or otherwise), claims or disputes pending, or to the knowledge of any Loan Party, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, against any Loan Party or any Subsidiary of any Loan Party that: (a) purport to affect or pertain to any Loan Document, any Working Capital Loan Document, the Closing Date Acquisition Agreement, the

DecisionOne Acquisition Agreement, or any of the transactions contemplated hereby or thereby; or (b) could reasonably be expected to have a Material Adverse Effect. No injunction, writ, temporary restraining order or any order of any nature has been issued by any court or other Governmental Authority purporting to enjoin or restrain the execution, delivery or performance of any Loan Document, or directing that the transactions provided for therein not be consummated as therein provided.

SECTION 5.06 NO DEFAULTS.

No Default exists or could reasonably be expected to result from the incurring of any Obligations or the Working Capital Facility by any Loan Party or from the grant and perfection of the Liens upon the collateral the subject of any Loan Document in favor of Administrative Agent or any Working Capital Loan Document. As of the Funding Date, no Loan Party is in default under or with respect to any Contractual Obligation in any respect that, individually or together with all such defaults, could reasonably be expected to have a Material Adverse Effect, or that would, if such default had occurred after the Funding Date, create an Event of Default under **Section 8.01(e)**.

SECTION 5.07 EMPLOYEE BENEFIT PLANS; CANADIAN PENSION PLANS.

(a) **Compliance with ERISA Generally.** Except as has not resulted in or could not reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other applicable Laws. Each Plan which is intended to qualify under subsection 401(a) of the Code either (i) has obtained from the IRS a favorable determination letter from the IRS as to its qualified status under the Code, or (ii) has been established under a prototype or volume submitter plan for which an IRS opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer, and nothing has occurred that would cause the loss of such qualification.

(b) **No Actions.** Except as has not resulted in or could not reasonably be expected to result in a Material Adverse Effect, there are no pending or, to the knowledge of any Loan Party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan. Except as could not reasonably be expected to result in liability which has resulted or could reasonably be expected to result in a Material Adverse Effect, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan.

(c) **Certain Events.** Except as has not resulted in or could not reasonably be expected to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; and (iii) no event or circumstance has occurred or exists that, if such event or circumstance had occurred or arisen after the Funding Date, would create an Event of Default under **Section 8.01(i)**.

(d) **Compliance with Canadian Law Generally.** Except as has not resulted in or could not reasonably be expected to result in a Material Adverse Effect, (i) each Canadian Pension Plan is in compliance in all material respects with the applicable provisions of PBA, the Tax Act and other federal or provincial Laws; (ii) each Canadian Pension Plan that is intended to be a “registered pension plan” under Section 248(1) of the Tax Act has received a confirmation

of such registration from the Canada Revenue Agency and is exempt from federal income tax under Section 149(1) of the Tax Act; and (iii) to the best knowledge of each Loan Party, nothing has occurred that would prevent or cause the loss of such registered status.

(e) **No Actions.** There are no pending or, to the knowledge of any Loan Party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Canadian Pension Plan that could reasonably be expected to have a Material Adverse Effect. There has been no violation of the fiduciary responsibility rules with respect to any Canadian Pension Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(f) **Certain Events.** (i) Except as has not resulted in or could not reasonably be expected to result in a Material Adverse Effect, no Canadian Pension Event has occurred, and no Loan Party nor any Affiliate thereof is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an Canadian Pension Event with respect to any Canadian Pension Plan; (ii) each Loan Party and each Affiliate thereof has met all applicable funding requirements under the PBA in respect of each Canadian Pension Plan, (iii) no Canadian Pension Plan has been terminated by the plan administrator thereof nor by any Governmental Authority. As of the most recent valuation date, each Canadian Defined Benefit Pension Plan is at least 85% funded on a solvency basis.

(g) **No Unsatisfied Obligations.** As at the Funding Date, no Loan Party maintains or contributes to, or has any unsatisfied obligation to contribute to, or liability under, any active or terminated Canadian Defined Benefit Pension Plans.

(h) **Status of Loan Parties and ERISA Affiliates.** As of the Funding Date, no Loan Party or ERISA Affiliate is (a) an employee benefit plan subject to Title I of ERISA; (b) a plan or account subject to Section 4975 of the Code; (c) a “governmental plan” within the meaning of ERISA; or (d) holds assets which are deemed to be “plan assets” within the meaning of ERISA.

SECTION 5.08 USE OF PROCEEDS.

The proceeds of the Term Loans are used by Borrowers solely in accordance with **Schedule 5.08** and subject to **Section 5.13**.

SECTION 5.09 TITLE TO PROPERTIES.

Parent and each Subsidiary thereof have (a) good, marketable, insurable and legal title to (in the case of fee interests in real property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good title to (in the case of all other personal property), all of their respective assets reflected in their most recent financial statements delivered pursuant to **Section 6.01**, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

SECTION 5.10 TAXES.

Parent and each Subsidiary thereof have filed all federal, state, provincial and other material Tax Returns required to be filed, and have paid prior to delinquency all federal, state, provincial and other material Taxes due and owing by them, except those that are being contested pursuant to a Permitted Protest and with respect to which no notice of Lien has been filed in any filing office. There are no proposed tax assessments against Parent or any Subsidiary thereof that (other than to the extent that the validity of such Tax is the subject of a Permitted Protest) if made, could result in a liability of Parent or any Subsidiary thereof in excess of \$970,000 in the aggregate.

SECTION 5.11 FINANCIAL CONDITION.

(a) Financial Statements.

(i) The Audited Financial Statements are correct and complete and consistent with the books and records of the Company Group (which are in turn correct and complete), have been prepared in accordance with ASPE consistently applied (except as set forth on **Section 3.8(a)(ii)** of the Disclosure Schedule to the Closing Date Acquisition Agreement), and present fairly in all material respects the financial condition, results of operation, changes in equity and cash flow of the Company Group as of and for their respective dates and for the periods then ending and are consistent with past practices).

(ii) The unaudited consolidated financial statements of Soroc Holdings and its Subsidiaries immediately prior to the Closing Date consisting of a balance sheet, statement of income and retained earnings, statement of changes in equity and statement of cash flows as of and for the nine-month period ended September 30, 2020 are correct and complete and consistent with the books and records of the Company Group (which are in turn correct and complete), have been prepared in accordance with ASPE consistently applied (except as set forth on **Section 3.8(a)(ii)** of the Disclosure Schedule to the Closing Date Acquisition Agreement), and present fairly in all material respects the financial condition, results of operation, changes in equity and cash flow of the Company Group as of and for their respective dates and for the periods then ending and are consistent with past practices; provided, however, that such financial statements are subject to normal, recurring year-end adjustments and lack notes (none of which will be material individually or in the aggregate).

(iii) The unaudited consolidated financial statements of DecisionOne CA and DecisionOne US immediately prior to the Second Amendment Effective Date consisting of balance sheets, statements of income and cash flows as of and for the six-month period ended September 30, 2021 are correct and complete, have been prepared in accordance with GAAP consistently applied (except as set forth on Section 3.7(b) of the Disclosure Schedule to the DecisionOne Acquisition Agreement), and present fairly in all material respects the financial condition, results of operation, changes in equity and cash flow of the DecisionOne CA and DecisionOne US as of and for their respective dates and for the periods then ending and are consistent with past practices; provided, however, that such financial statements are subject to normal, recurring year-end adjustments and lack notes (none of which will be material individually or in the aggregate).

(b) No Material Adverse Effect.

(i) As of the Funding Date, since December 31, 2019, no Material Adverse Effect (as defined in the Closing Date Acquisition Agreement) has occurred.

(ii) As of the Second Amendment Effective Date, since March 31, 2021, no Material Adverse Effect (as defined in the DecisionOne Acquisition Agreement) has occurred.

(iii) After the Second Amendment Effective Date, since the date of the most recent financial statements delivered pursuant to **Section 6.01**, no event, circumstance, or change has occurred that has had, or could reasonably be expected to result in, a Material Adverse Effect.

SECTION 5.12 ENVIRONMENTAL MATTERS.

There are no Environmental Claims pending against the business, operations, or properties of any Loan Party or any of their respective Subsidiaries that, individually or in the aggregate, could reasonably be expected to result in liabilities to the Loan Parties and their Subsidiaries in excess of the Threshold Amount.

SECTION 5.13 MARGIN REGULATIONS; REGULATED ENTITIES.

Neither Parent nor any Subsidiary thereof is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. None of Parent, any Subsidiary thereof or any Person controlling any Borrower is an “investment company” within the meaning of the Investment Company Act of 1940. The Loan Parties are not subject to regulation under the Federal Power Act, any state public utilities code or any other federal, state or provincial statute or regulation limiting its ability to incur Debt or which may otherwise render all or any portion of the Obligations unenforceable. Neither Parent nor any Subsidiary thereof shall use the proceeds of the Term Loans, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB), to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, or for any purpose that violates the provisions of Regulation T, U or X of the FRB.

SECTION 5.14 [RESERVED].

SECTION 5.15 INTELLECTUAL PROPERTY.

Each Borrower, each Subsidiary thereof and each other Loan Party owns or is licensed or otherwise has the right to use all of the Intellectual Property and other rights that are reasonably necessary for the operation of their respective businesses in the ordinary course of business in accordance with past practice following the closing of the Closing Date Acquisition and the DecisionOne Acquisition, in each case, except for those the failure of which to own or license could not, individually or in the aggregate, reasonably be expected to have a Material Adverse

Effect. The use of such Intellectual Property by Parent and its Subsidiaries and the operation of their respective businesses do not infringe any valid and enforceable intellectual property rights of any other Person, except to the extent any such infringement could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No slogan or other advertising device, product, process, method, substance, part or other material now employed, by Parent or any Subsidiary thereof infringes upon any rights held by any other Person, except to the extent any such infringement could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of any Borrower, threatened in writing, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code is pending or, to the knowledge of any Borrower, proposed, which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.16 EQUITY INTERESTS HELD BY LOAN PARTIES; EQUITY INTERESTS IN LOAN PARTIES.

As of the Second Amendment Effective Date: (a) no Loan Party has any Subsidiaries other than those listed on **Schedule 5.16**; and (b) no Loan Party holds any Equity Interests in any other Person other than those specifically disclosed on **Schedule 5.16**. All of the outstanding Equity Interests in any Loan Party and in each Subsidiary thereof have been validly issued and are fully paid and nonassessable, and, where applicable, have been duly registered or filed. Except as set forth on **Schedule 5.16** to this Agreement, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's or any of its Subsidiaries' Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. None of the Equity Interest of any Subsidiary of Parent that is being pledged or shall be pledged pursuant to the Loan Documents provides for any restriction on the transfer of the Equity Interests or enforcement of the rights of Administrative Agent under the Loan Documents in respect of the Equity Interests or as the case may be the encumbrance of the Equity Interests (e.g., by consent requirements), except as may be provided by applicable Laws (including Laws of any foreign jurisdiction and applicable securities laws).

SECTION 5.17 INSURANCE.

All insurance maintained by each of the Loan Parties is in full force and effect, all premiums have been duly paid, no Loan Party has received notice of violation or cancellation thereof, and there exists no default under any material requirement of such insurance. The properties of each Loan Party (other than any Loan Party who is a natural person) are insured with financially sound and reputable insurance companies that are not Affiliates of any of the Loan Parties, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where such Loan Party or its Subsidiary operates.

SECTION 5.18 COLLATERAL AND COLLATERAL DOCUMENTS.

(a) **Enforceable and Perfected Security Interest.** The provisions of this Agreement and the other Collateral Documents, when delivered, are effective to create in favor of Administrative Agent, for the benefit of the Lending Parties, a valid and enforceable security

interest or other Lien in all right, title, and interest of each Loan Party that is a party thereto in the collateral described therein (excluding Excluded Property). Each such security interest or other Lien in favor of Administrative Agent, to the extent the same may be perfected by the filing of a Uniform Commercial Code financing statement, or a PPSA financing statement or by control (within the meaning of the Uniform Commercial Code), has, except as otherwise expressly provided in this Agreement or any Collateral Document, been perfected. Except as otherwise expressly provided herein, the Intercreditor Agreement, or in any other Collateral Document, each security interest or other Lien in the Collateral described in any Collateral Document constitutes a perfected, first-priority security interest or other Lien in the subject Collateral, subject to no Liens other than Permitted Liens.

(b) Truth and Correctness of Representations and Warranties. All representations and warranties of each Loan Party in each Collateral Document are true and correct in all material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof); *provided*, that if such representations and warranties expressly relate solely to a specified date, then such representations and warranties were true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such specified date.

(c) Borrowers' payment obligations under the Loan Documents rank at least *pari passu* with the claims of all of its unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

SECTION 5.19 LABOR RELATIONS.

Except as could not reasonably be expected to result in a Material Adverse Effect, there are no strikes, lockouts or other material labor disputes against Parent or any Subsidiary thereof or, to the knowledge of any Loan Party, threatened against or affecting Parent or any Subsidiary thereof, and no significant unfair labor practice complaint is pending against Parent or any Subsidiary thereof or, to the knowledge of any Loan Party, threatened against any of them before any Governmental Authority. Except as set forth on **Schedule 5.19**: (a) none of the Loan Parties is a party to any collective bargaining agreements or contracts; and (b) no union representation exists and, to the knowledge of each Loan Party, no union organizing activities are taking place on any of the properties owned or operated by Parent or any of its Subsidiaries.

SECTION 5.20 [RESERVED].

SECTION 5.21 FULL DISCLOSURE.

To the knowledge of the Borrowers, none of the representations or warranties made by any Loan Party in the Loan Documents to which it is a party as of the date such representations and warranties are made or deemed made, and none of the statements (other than forward-looking information and projections and information of a general economic nature and general information about the industry of any Loan Party or its Subsidiaries) contained in any exhibit, report, statement or certificate furnished by or on behalf of any Loan Party in connection

with the Loan Documents (including the disclosure materials delivered by or on behalf of any Loan Party to Lending Parties (or any of the foregoing Persons) prior to the Second Amendment Effective Date), when taken as a whole, contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not materially misleading as of the time when made or delivered; *provided*, that with respect to any projections and forecasts provided by Borrowers (whether with respect of Borrowers or any other Loan Party): (a) each Borrower represents that such projections and forecasts were prepared in good faith based upon assumptions believed to be reasonable at the time of the preparation thereof; and (b) Lending Parties acknowledge that such projections and forecasts are not to be viewed as facts and that actual results during the period or periods covered thereby may differ from the projected or forecasted results and such differences may be material.

SECTION 5.22 DEBT.

Set forth on **Schedule 5.22** to this Agreement is a true and complete list of all Debt of each Loan Party and each of its Subsidiaries outstanding immediately prior to the Second Amendment Effective Date that is to remain outstanding immediately after giving effect to the closing hereunder on the Second Amendment Effective Date, and such Schedule accurately sets forth the outstanding aggregate principal amount of such Debt as of the Second Amendment Effective Date.

SECTION 5.23 PARENT, CALLCO, AND ROLLOVERCO AS HOLDING COMPANIES.

Each of Parent, CallCo, and RolloverCo is a holding company and does not engage in any operations or business other than (i) with respect to Parent, the ownership of all of the outstanding Equity Interests of Holdings, (ii) with respect to CallCo, the ownership of all of the outstanding voting Equity Interests of RolloverCo and a portion of the outstanding non-voting Equity Interests of RolloverCo, (iii) [reserved], (iv) corporate and administrative functions and other activities incidental thereto (including filing Tax Returns and paying Taxes and other customary obligations related thereto in the ordinary course of business (and contesting any Taxes), preparing reports to Governmental Authorities and to its shareholders, and holding director and shareholder meetings), (v) the maintenance of its capital structure including the issuance of its Equity Interests and entering into those agreements and arrangement incidental thereto and (vi) the issuance of securities, payment of dividends, making contributions to the capital of any Borrower and its Subsidiaries and guaranteeing the obligations of any Borrower and its Subsidiaries, in each case solely to the extent not prohibited hereunder. None of Parent or CallCo owns any assets (other than Equity Interests of Holdings or RolloverCo, as applicable and set forth in the foregoing sentence) and the cash proceeds of any Restricted Payments permitted by **Section 7.06** or proceeds of any issuance of its Equity Interests not prohibited by this Agreement pending application as required by this Agreement) and does not have any liabilities (other than liabilities under the Loan Documents, or under the Restructuring Agreement and the transactions contemplated by the Restructuring Agreement).

SECTION 5.24 [RESERVED].

SECTION 5.25 BURDENSOME OBLIGATIONS.

None of the Loan Parties and their Subsidiaries is a party to any agreement or contract or subject to any restriction contained in its Organizational Documents or its governing documents that could reasonably be expected to have a Material Adverse Effect.

SECTION 5.26 BROKER'S FEES.

Except as set forth on **Schedule 5.26**, as of the Second Amendment Effective Date, no broker or finder is entitled to receive or is claiming it is entitled to receive a fee or commission with respect to any of the Loan Documents, the Working Capital Facility, the Closing Date Acquisition, the DecisionOne Acquisition or any of the other transactions contemplated hereby or thereby. Neither Administrative Agent nor any Lender is responsible for the payment of any such broker's or finder's fee set forth on **Schedule 5.26**.

SECTION 5.27 RESERVED.

SECTION 5.28 INTERRELATED BUSINESSES.

Borrowers and Guarantors make up a related organization of various entities constituting an overall economic and business enterprise such that any benefit from the Term Loans or other financial accommodations hereunder received by any one of them benefits the others. Borrowers and Guarantors render services to or for the benefit of the other Borrowers and/or Guarantors, purchase or sell and supply goods to or from or for the benefit of the others, make loans, advances and provide other financial accommodations to or for the benefit of the other Borrowers and Guarantors and provide administrative, marketing, payroll and management services to or for the benefit of the other Borrowers and Guarantors, as the case may be.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as any Obligations have not been repaid in full (other than Unasserted Obligations) and any Commitments remain outstanding, each Loan Party shall, and shall cause its Subsidiaries, directly or indirectly to do the following:

SECTION 6.01 FINANCIAL STATEMENTS.

Administrative Borrower shall deliver or shall cause to be delivered to Lender Representative and Administrative Agent, in form and detail reasonably satisfactory to Lender Representative and Required Lenders:

(a) **Annual Financial Statements.** Within 120 days after the end of each Fiscal Year (or 150 days with respect to the Fiscal Year ending December 31, 2021): a consolidated balance sheet for Parent and its Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of income or operations, shareholders' (or members') equity and cash flows for such Fiscal Year (setting forth, in each case, in comparative form, commencing with the Fiscal Year ending December 31, 2022 and continuing thereafter, the figures for the previous Fiscal Year), all in reasonable detail, such consolidated statements to be certified by a

Responsible Officer of Parent as fairly presenting, in all material respects, the financial condition, results of operations, shareholders' (or members') equity and cash flows of Parent and its Subsidiaries in accordance with GAAP (and to the extent required under **Section 1.02(f)**, reconciliation statements);

(b) [Reserved].

(c) [Reserved].

(d) **Forecasts and Budgets.** No later than the 60 days after the first day of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2022, and continuing thereafter, it being understood that with respect to DecisionOne US and DecisionOne CA no separate budget will be prepared for the Fiscal Year ending December 31, 2022 other than as provided prior to the Second Amendment Effective Date), pro forma projections prepared by the management of Borrowers and approved by the board of directors of Parent, of consolidated balance sheets and statements of income or operations and cash flows for Parent and its Subsidiaries for such Fiscal Year (including for the Fiscal Year immediately following the Fiscal Year in which the Maturity Date occurs);

(e) **Limited Post-Closing ASPE Period.** Notwithstanding anything to the contrary contained in this Agreement, at Administrative Borrower's option, the monthly financial statements and/or the quarterly financial statements for each Fiscal Month and/or Fiscal Quarter ending during the period from the Funding Date through and including June 30, 2021 (as such period may be extended by Lender Representative in writing (including by email) at its sole option) may be prepared using ASPE; and

(f) [Reserved].

(g) **13 Week Cash Flows.** Beginning on the first Tuesday following the Third Amendment Effective Date, and on every Tuesday thereafter (or if a particular Tuesday is not a Business Day, then on the next Business Day thereafter), a prospective 13 week cash flows forecast for Parent and its Subsidiaries.

SECTION 6.02 CERTIFICATES; OTHER INFORMATION.

Administrative Borrower shall deliver or cause to be delivered to Administrative Agent and Lender Representative, in form and detail reasonably satisfactory to Lender Representative and Required Lenders:

(a) [Reserved];

(b) [Reserved];

(c) [Reserved];

(d) **Equity Interest Holder Reports and Certain Public Filings.** Promptly after the same are available, copies of each annual report, proxy or financial statement or other report sent to the holders of Equity Interests of Parent and copies of all annual, regular, periodic and special

reports and registration statements that Parent may file or be required to file with the Securities and Exchange Commission under Section 13 or Section 15(d) of the Exchange Act, and, in each case, not otherwise required to be delivered to Administrative Agent or Lender Representative pursuant hereto;

(e) **Debt Holder Reports and Other Notices.** Promptly after the furnishing thereof, and, with respect to the following clause (i), not less than once per Fiscal Quarter or more frequently as reasonably requested by Lender Representative or Administrative Agent, (i) copies of any borrowing base certificate, along with any parts and materials inventory reports, including work in process inventory, accounts receivable aging reports and accounts payable aging reports, in each case, solely to the extent delivered to Working Capital Lender pursuant to the terms of the Working Capital Facility and (ii) copies of any notice of a Default or an Event of Default under, and as defined in, the Working Capital Facility;

(f) **Materials from or to Governmental Authorities.** Promptly, and in any event within five Business Days after receipt thereof by any Loan Party, copies of each material notice or other correspondence received from, or delivered to, any Governmental Authority concerning any investigation by such agency regarding any material financial or other material operational results of any Loan Party or any Subsidiary thereof;

(g) **Changes in Officers and Directors.** Promptly, and in any event within five (5) Business Days of any Responsible Officer of any Loan Party becoming aware thereof, written notice of the Administrative Agent (i) if the Identified Officer ceases to be a member of the board of directors of Ultimate Parent, (ii) if any member of the board of directors of Ultimate Parent following the Funding Date who was appointed by the Sponsor ceases to be a member of such board of directors unless (x) such person is replaced on the board of directors with another officer or employee of Sponsor, or (y) such person is no longer on the board of directors as a result of the reduction of the number of members of the board of directors to no less than two, or (iii) if the Identified Officer ceases to serve in the capacity as the chief executive officer of Administrative Borrower; and

(h) **[Reserved]**

(i) **Additional Information.** Promptly upon (but no later than five (5) Business Days after) request therefor by the Lender Representative or Administrative Agent, such additional information (including budgets, sales projections, operating plans and other financial information, in each case to the extent otherwise prepared by the Loan Parties, and any information required to be delivered pursuant to the terms of the Patriot Act) regarding the business or the financial condition of any Loan Party or any Subsidiary thereof or the compliance by Parent or any Subsidiary thereof with the terms of the Loan Documents as Lender Representative or Administrative Agent may from time to time reasonably request.

At the request of Administrative Agent or Lender Representative, Administrative Borrower shall deliver or shall cause to be delivered all documents required to be delivered pursuant to **Section 6.01** or **Section 6.02(b)** electronically (and in such format(s) as may be specified by Administrative Agent or Lender Representative (acting reasonably)). If such documents are so delivered, they shall be deemed to have been delivered on the date: (i) on

which Administrative Borrower posts such documents, or provides a link thereto on Administrative Borrower's website on the Internet at the website address listed on **Schedule 10.02**; or (ii) on which such documents are posted on Administrative Borrower's behalf on an Electronic Platform to which each Lending Party has access.

SECTION 6.03 NOTICES.

Administrative Borrower shall, upon any Responsible Officer of Parent or any Subsidiary thereof becoming aware thereof, promptly notify Administrative Agent in writing of:

- (a) **Defaults.** The occurrence of any Default;
- (b) **Matters Involving a Material Adverse Effect.** Any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including any such matter arising from: (i) any breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws; or (iv) the loss of all or any material portion of the Collateral;
- (c) **ERISA Events.** The occurrence of (i) any ERISA Event (together with a copy of any notice to or from the PBGC regarding such ERISA Event) or (ii) any Canadian Pension Event (togethertogether with a copy of any notice to or from the applicable Governmental Authority regarding such Canadian Pension Event) which, in the aggregate, results in or could reasonably be expected to result in a Material Adverse Effect;
- (d) **[Reserved];**
- (e) **Labor Controversies.** Any material labor controversy resulting in or threatening to result in any strike, work stoppage, boycott, shutdown or other labor disruption against or involving any Loan Party or any Subsidiary thereof;
- (f) **Financial Matters.** Any material change in accounting policies or financial reporting practices by Parent or any Subsidiary thereof;
- (g) **Certain Dispositions.** Any Disposition of Collateral that is the subject of any Collateral Document, or the incurrence of any Contractual Obligations with respect to any Disposition of Collateral that is the subject of any Collateral Document, contemplated by **Section 7.05(a)** or **Section 7.05(h)** if the aggregate cash and non-cash consideration (including assumption of Debt) in connection with such Disposition is (or could reasonably be expected to become) equal to or greater than \$2,530,000, which notice shall identify the related purchaser(s), the closing date of such Disposition and the aggregate cash and non-cash consideration (including assumption of Debt) that was paid in connection with such Disposition;
- (h) **[Reserved];**

(i) **Environmental.** Promptly, but in any event within ten Business Days of its receipt or knowledge thereof by any Loan Party, provide Administrative Agent with written notice of any of the following: (i) notice that an Environmental Lien has been filed against any of the real or personal property of a Loan Party or its Subsidiaries, (ii) commencement of any Environmental Claim or written notice that an Environmental Claim will be filed against a Loan Party or its Subsidiaries that could be reasonably expected to result in liability of any Loan Party or its Subsidiaries in excess of the Threshold Amount, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority that could be reasonably expected to result in liability of any Loan Party or its Subsidiaries in excess of the Threshold Amount; and

(j) **Government Contracts.** If any Loan Party acquires any Account or Chattel Paper that arises out of a contract or contracts with the United States or any department, agency, or instrumentality thereof.

Each notice pursuant to this **Section 6.03** shall be accompanied by a statement of a Responsible Officer of Parent setting forth details of the occurrence referred to therein and stating what action, if any, Parent (or the other applicable Person) has taken or proposes to take with respect thereto. Each notice given pursuant to **Section 6.03(a)**.

SECTION 6.04 PAYMENT OF CERTAIN OBLIGATIONS.

Parent and each Loan Party will, and will cause each of their respective Subsidiaries to, pay in full before delinquency or before the expiration of any extension period all Taxes (other than any such Taxes in an aggregate amount not to exceed \$970,000 in the aggregate) imposed, levied, or assessed against it, or any of its assets or in respect of any of its income, businesses, or franchises, except to the extent that the validity of such governmental assessment or Tax is the subject of a Permitted Protest. Parent and each Loan Party, and each of their respective Subsidiaries, will: (a) timely and correctly file all federal, state, provincial and other material Tax Returns required to be filed by it; and (b) withhold, collect and remit all federal, state, provincial and other material Taxes that it is required to collect, withhold or remit, other than, for purposes of clauses (a) and (b), those such federal, state, provincial and other material Taxes that could not reasonably be expected to result in a liability of Parent or any Subsidiary thereof in excess of \$970,000 in the aggregate.

SECTION 6.05 PRESERVATION OF EXISTENCE, ETC.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to: (a) preserve, renew and maintain in full force and effect their respective legal existence and good standing under the Laws of the jurisdiction of their organization except in a transaction expressly permitted by **Section 7.04** or **Section 7.05**; and (b) take all reasonable actions to maintain all rights, privileges, Permits, licenses, franchises, and approvals necessary or desirable in the normal conduct of their respective businesses, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 6.06 MAINTENANCE OF PROPERTIES.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to: (a) maintain, preserve and protect all of their respective material properties and material equipment necessary to the operation of their respective businesses in good working order and condition, ordinary wear and tear, casualty and condemnation, and Permitted Dispositions hereunder excepted; (b) make all commercially reasonable repairs thereto and renewals and replacements thereof; in each of the foregoing clauses (a) and (b), except where the failure to do so does not have and could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) use commercially reasonable efforts to operate the facilities owned, leased or operated by such Person now or in the future in a manner believed by such Person to be consistent with prevailing industry standards in the locations where the facilities exist from time to time, except to the extent failure to do so does not and could not reasonably be expected to have a Material Adverse Effect. Each Loan Party shall maintain all records required to be maintained by all applicable Environmental Laws.

SECTION 6.07 MAINTENANCE OF INSURANCE.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to, maintain, with financially sound and reputable insurance companies not Affiliates of any Loan Party, insurance with respect to their respective properties and businesses against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons. Within the time allotted by **Section 6.18**, all property policies shall have a lender's loss payable endorsement showing Administrative Agent, for the ratable benefit of the Lending Parties, as lender loss payee and waive subrogation against the Lending Parties, and all liability policies shall show Administrative Agent, on behalf of the Lending Parties, or have endorsements showing Administrative Agent, on behalf of the Lending Parties, as an additional insured. Within the time allotted by **Section 6.18**, all policies (or the loss payable and additional insured endorsements) shall provide that the insurer shall (i) provide Administrative Agent, on behalf of the Lending Parties, at least 30 days (or in the case of cancellation for the non-payment of premium, ten days) notice before canceling, amending, or declining to renew its policy and (ii) provide that the insurance will not be vitiated or avoided as against the Administrative Agent, on behalf of the Lending Parties, as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstances beyond the control of any insured party and a waiver of all rights of subrogation. At any Lending Party's request, Administrative Borrower shall deliver certified copies of all of the insurance policies of Parent and its Subsidiaries and evidence of all premium payments. Subject to the provisions hereof, proceeds payable under any policy shall, during the existence of an Event of Default, be payable to Administrative Agent on behalf of the Lending Parties on account of the Obligations. If any Loan Party fails to obtain insurance as required under this **Section 6.07** or to pay any amount or furnish any required proof of payment to third persons and Lenders, Lender Representative or Lenders may make all or part of such payments or obtain such insurance policies required in this **Section 6.07** and take any action under the policies that Lenders and Lender Representative deem necessary or prudent.

SECTION 6.08 COMPLIANCE WITH LAWS.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to, comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to them or to their respective properties or businesses, except in such instances in which the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

SECTION 6.09 BOOKS AND RECORDS.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to: (a) maintain proper Books and Records, in which full, true and correct (in all material respects) entries in conformity with GAAP consistently applied are made of all financial transactions and matters involving their respective properties and businesses; and (b) maintain such Books and Records in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over them, as the case may be.

SECTION 6.10 INSPECTION RIGHTS; LENDER MEETINGS.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to, permit representatives and independent contractors of Lender Representative to visit and inspect any of their respective properties, to examine their corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss their respective affairs, finances and accounts with their respective directors, officers, members, managers and independent public accountants, at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to such Person, and Borrowers shall promptly reimburse Lender Representative for all reasonable and documented out-of-pocket costs and expenses incurred in connection therewith; *provided*, that unless an Event of Default exists, the cost of only one such visit and inspection per calendar year shall be borne by Borrowers; *provided further*, that when an Event of Default exists, Lender Representative (or any of its representatives or independent contractors) may do any of the foregoing at the expense of Borrowers at any time and without advance notice and as many times as Lender Representative may require. Borrowers shall cause their respective senior management to hold meetings with Lender Representative in person (if requested by Lender Representative), on an annual basis, to discuss the Loan Parties' financial performance and projections. Borrowers shall reimburse Lender Representative for all reasonable and documented out-of-pocket expenses incurred in connection with Lender Representative's attendance at such meetings; *provided*, that unless an Event of Default exists, the cost of only one such meeting per calendar year shall be borne by Borrowers; *provided further*, that when an Event of Default exists, Lender Representative (or any of its representatives or independent contractors) may do any of the foregoing at the expense of Borrowers as many times as Lender Representative may require.

SECTION 6.11 USE OF PROCEEDS.

Borrowers shall use the proceeds of the Term Loans solely in accordance with **Schedule 5.08**.

SECTION 6.12 COLLATERAL ACCOUNTS AND EXCLUDED ACCOUNTS.

Schedule 6.12 sets forth the depository institution, the account number and the purpose of such account with respect to all Collateral Accounts and Excluded Accounts of Parent and its Subsidiaries in existence on the Second Amendment Effective Date. Parent and Borrowers shall, and shall cause each of their respective Subsidiaries who are Loan Parties to, provide Administrative Agent and Lender Representative five (5) days (or such shorter period as Lender Representative, in its sole discretion, may otherwise agree) prior written notice before: establishing any Collateral Account at or with any bank or other financial institution. In addition, for each Collateral Account that Parent or any of its Subsidiaries that is a Loan Party at any time maintains, the Loan Parties shall (except to the extent specifically not required by Lender Representative in writing) cause the applicable bank or financial institution at or with which such Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Administrative Agent's Lien, for the ratable benefit of each Lender, in such Collateral Account in accordance with the terms hereof and the Collateral Documents.

SECTION 6.13 [RESERVED].

SECTION 6.14 ENVIRONMENTAL.

Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to,

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

(b) Except as could not reasonably be expected to cause a Material Adverse Effect, comply with Environmental Laws and provide to Lender Representative and Administrative Agent documentation of such compliance which Lender Representative or Administrative Agent reasonably requests, and

(c) Promptly notify Administrative Agent of any Release by any Loan Party or any of its Subsidiaries of which any Loan Party has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by any Loan Party or its Subsidiaries and take any Remedial Actions required by Environmental Law to abate said Release or otherwise to come into compliance, in all material respects, with applicable Environmental Law.

SECTION 6.15 LITIGATION COOPERATION.

Borrowers shall make available to Lending Parties, without expense to Lending Parties, each Loan Party and its officers, employees and agents and such Loan Party's Books and Records, to the extent that any Lending Party may deem them reasonably necessary to prosecute or defend any third-party suit or proceeding instituted by or against any Lending Party with respect to any collateral the subject of any Collateral Document or relating to such Loan Party.

SECTION 6.16 ERISA COMPLIANCE; CANADIAN PENSION PLAN COMPLIANCE.

(a) Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to, comply in all material respects with the provisions of the Code and ERISA with respect to any Pension Plans or Multiemployer Plans to which Parent or any such Subsidiary is a party as employer except as would not reasonably be expected to result in a Material Adverse Effect.

(b) Do, and cause each Affiliate thereof to do, each of the following (i) maintain each Canadian Pension Plan in compliance in all material respects with the applicable provisions of the PBA, the Tax Act, and other applicable Laws; (ii) cause each Canadian Pension Plan that is registered under the PBA and the Tax Act to maintain such registration; and (iii) make all required contributions to any Canadian Pension Plan subject to the PBA, except where failure to comply with (i) through (iii) would not, in the aggregate, result in or reasonably be expected to result in, a Material Adverse Effect. At no time shall the accumulated benefit obligations under any Canadian Defined Benefit Pension Plan exceed the fair market value of the assets of such plan allocable to such benefits which has resulted or could reasonably be expected to result in a Material Adverse Effect. The Loan Parties and each of their respective Subsidiaries shall not withdraw, and shall cause each Affiliate thereof not to withdraw in whole or in part, from any Canadian Multi-Employer Pension Plan so as to give rise to withdrawal liability exceeding that, in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

SECTION 6.17 FINANCIAL ADVISOR.

From and after the Third Amendment Effective Date, the Borrowers shall have engaged a financial advisor, which financial advisor, and the scope of the services to be provided thereby, shall be reasonably acceptable to the Required Lenders.

SECTION 6.18 POST-CLOSING COVENANT.

The Loan Parties shall perform or cause to be performed each of the conditions subsequent set forth in **Schedule 6.18** within the time periods specified therein.

SECTION 6.19 FURTHER ASSURANCES.

Promptly upon the written request by Administrative Agent or Lender Representative, Parent and Borrowers shall, and shall cause each of their respective Subsidiaries to, take such further acts (including the acknowledgement, execution, delivery, recordation, filing and registering of documents) as may reasonably be required from time to time to: (a) carry out more effectively the purposes of this Agreement or any other Loan Document (other than with respect to any Excluded Property); (b) subject to the Liens created by any of the Collateral Documents any of the properties, rights or interests covered by any of the Collateral Documents or any other properties, rights or interests (including real property) acquired by Parent or any Subsidiary thereof following the Second Amendment Effective Date (other than any Excluded Property); (c) perfect and maintain the validity, effectiveness and priority of the Liens created or intended to be created by any of the Loan Documents; and (d) better assure, convey, grant, assign, transfer, preserve, protect and confirm to Lending Parties the rights, remedies and privileges existing or granted or now or hereafter intended to be granted to such Persons under any Loan Document or other document executed in connection therewith, in each case, including by way of notarization, certification, or otherwise if applicable. Without limiting the generality of the foregoing, Parent

and Borrowers each hereby agree that (x) within thirty (30) days (or such longer period (not to exceed sixty (60) days in the aggregate without Required Lender consent) as Lender Representative may agree) of any Person becoming a Subsidiary of Parent, other than the Excluded Subsidiaries (notwithstanding any provision of this Agreement prohibiting the creation or acquisition of any such Subsidiary), following the Second Amendment Effective Date, Parent and Borrowers shall cause such Person to: (i) enter into a Joinder (as such term is defined in the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable) to the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable; (ii) enter into such Collateral Documents as shall be reasonably required by Lender Representative so as to create, perfect and protect a Lien in favor of the Administrative Agent in accordance with this Agreement and the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable, in substantially all of the properties of such Person (excluding Excluded Property); (iii) provide, or cause the applicable Loan Party to provide, to Administrative Agent a pledge agreement (or an addendum to the applicable Collateral Document) and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interest in such Subsidiary in form and substance reasonably satisfactory to Lender Representative (except to the extent constituting Excluded Property); and (iv) provide to Administrative Agent all other documentation, including the governing documents of such Subsidiary and one or more opinions of counsel reasonably satisfactory to Lender Representative, which, in its reasonable opinion, is appropriate with respect to the execution and delivery of the applicable documentation referred to above; *provided*, that the foregoing requirements of clauses (i) and (ii) shall not apply to any Subsidiary of a Loan Party that is an Excluded Subsidiary and (y) if any Loan Party at any time maintains any Collateral in Quebec, Canada with a fair market value in excess of \$2,000,000 in the aggregate, upon Lender Representative's or Administrative Agent's reasonable request, such Loan Party shall enter into such Collateral Documents and take such actions as may be reasonably required by Lender Representative so as to perfect and protect Administrative Agent's Lien on such Collateral.

SECTION 6.20 PARENT, CALLCO, AND ROLLOVERCO AS HOLDING COMPANIES.

None of Parent, CallCo, or RolloverCo will incur any liabilities (other than liabilities arising under the Loan Documents, or the Restructuring Agreement and the transactions contemplated under the Restructuring Agreement), own or acquire any assets (other than the Equity Interests of Holdings and RolloverCo, as applicable and as set forth below, and the cash proceeds of any Restricted Payments permitted by Section 7.06 or proceeds of any issuance of its Equity Interests (other than Disqualified Equity Interests) not prohibited by this Agreement pending application as required by this Agreement) or engage itself in any operations or business, except (i) with respect to Parent, the ownership of all of the outstanding Equity Interests of Holdings, (ii) with respect to CallCo, the ownership of all of the outstanding voting Equity Interests of RolloverCo and a portion of the outstanding non-voting Equity Interests of RolloverCo, and (iii) [reserved], (iv) corporate and administrative functions and other activities incidental thereto (including filing Tax Returns and paying Taxes and other customary obligations related thereto in the ordinary course of business (and contesting any Taxes), preparing reports to Governmental Authorities and to its shareholders, and holding director and shareholder meetings), (v) the maintenance of its capital structure including the issuance of

Equity Interests (other than Disqualified Equity Interests) and entering into those agreements and arrangement incidental thereto and (vi) the issuance of securities, payment of dividends, making contributions to the capital of any Borrower and its Subsidiaries and guaranteeing the obligations of any Borrower and its Subsidiaries, in each case solely to the extent not prohibited hereunder.

ARTICLE VII NEGATIVE COVENANTS

So long as any Obligations have not been repaid in full (other than Unasserted Obligations), no Loan Party shall, nor shall permit any of its Subsidiaries, directly or indirectly to do any of the following:

SECTION 7.01 LIENS.

Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than any of the following (collectively, “**Permitted Liens**”):

- (a) any Lien created in favor of any Lending Party under any Loan Document to secure the Obligations;
- (b) any Lien existing on the date hereof and listed on **Schedule 7.01** and any renewals, replacements, or extensions thereof; *provided*, that after the Funding Date, no property in addition to the property securing the relating obligations as of the Funding Date (other than proceeds or products of such property and improvements thereto) becomes security for such existing Liens, and any renewal, replacement, or extension of the obligations secured or benefitted thereby satisfies each Refinancing Condition;
- (c) any Lien for tax liabilities, assessments and governmental charges or levies not yet due or subject to a Permitted Protest, to the extent that non-payment thereof is permitted by **Section 6.04**;
- (d) any landlord’s, supplier’s, producer’s, carrier’s, warehouseman’s, mechanic’s, materialman’s, repairman’s or other like Lien arising in the ordinary course of business that is not overdue for a period of more than sixty (60) days or that is being contested pursuant to a Permitted Protest;
- (e) any pledge or deposit in the ordinary course of business in connection with (i) workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed under ERISA, (ii) deposits as security for import or customs duties or for the payment of rent, or (iii) liability for premiums to insurance carriers;
- (f) any deposit to secure the performance of bids, trade contracts or leases (other than Debt), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business;

(g) any lease, sublease, easement, right-of-way, encroachment, license, reservation, restriction (including building, zoning, land use and other governmental restrictions, ordinances or regulations), covenant, condition, declaration, protrusion or other similar Lien, and minor title deficiencies, defects and exceptions, or any state of facts which an accurate survey or physical inspection might disclose on or with respect to real property, air rights, water rights and oil, gas and mineral rights of others (including leases and licenses therefor), and leases, licenses, subleases and other occupancy arrangements with respect to real property that, when aggregated with all other such Liens, does not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) any Lien securing a judgment for the payment of money not constituting an Event of Default under **Section 8.01(h)** or securing an appeal or other surety bond related to any such judgment;

(i) at any time before the Equity Transfer Effective Time and not thereafter, Liens on the Collateral securing Debt permitted pursuant to **Section 7.03(d)** in respect of the Debt evidenced by the Working Capital Facility, so long as such Liens are at all times subject to the Intercreditor Agreement;

(j) any Lien of a collecting bank arising in the ordinary course of business under Section 4208 (or the applicable corresponding section) of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon;

(k) [reserved];

(l) any Lien in connection with the Ingram Micro Indebtedness; *provided* that any such Lien is subordinated and postponed at all times in favor of the Administrative Agent pursuant to the Ingram Micro Subordination Agreement;

(m) the interests of lessors under operating leases and non-exclusive licensors under license agreements;

(n) any Lien securing Debt permitted under **Section 7.03(c)** to the extent that the aggregate amount of all Debt at any time outstanding secured by all such Liens does not exceed the \$3,260,000; *provided*, that any such Lien does not at any time encumber any property other than the property acquired with the related Debt and all accessions, replacements, and attachments thereto and proceeds thereof (it being understood that individual financings of the type permitted under **Section 7.03(c)** provided by any lender may be cross-collateralized to other financings of such type provided by such lenders or its affiliates);

(o) any encumbrance for which adequate title insurance is provided against losses that may be suffered by the Lending Parties, which insurance is reasonably acceptable to Lender Representative;

(p) Liens existing on any property or asset prior to a Permitted Acquisition acquired by any Loan Party or its Subsidiaries in connection with such Permitted Acquisition that secure Acquired Debt permitted pursuant to **Section 7.03(o)**;

(q) Liens securing Debt permitted pursuant to **Section 7.03(n)**, provided that such Debt may not be held by a lender under the Working Capital Facility or an affiliate of such lender;

(r) Liens that are rights of set off created in favor of banks and other financial institutions in the ordinary course of business over credit balances of any bank accounts held at such banks or financial institutions or over investment property held in a securities account, as the case may be, to secure fees and charges or returned items and charge backs;

(s) with respect to leased real property, any Lien in respect of any developer's, landlord's or other third party's interest in such leased real property;

(t) 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;

(u) the filing of UCC financing statements, PPSA financing statements or similar filings solely as a precautionary measure in connection with operating leases or consignment of goods;

(v) Liens attached to cash earnest money deposits made in connection with any letter of intent or purchase agreement;

(w) Liens that are contractual rights of setoff or netting relating to purchase orders and other agreements entered into with customers of any Borrower or any Subsidiary;

(x) non-exclusive outbound licenses of patents, copyrights, trademarks and other intellectual property rights that are granted to third-parties (other than an Affiliate of a Loan Party that itself is not a Loan Party) in the ordinary course of business (and not to secure Debt) and neither materially detract from the value of the property subject thereto nor materially interfere with the ordinary conduct of the business of the applicable Person;

(y) any inchoate Lien imposed pursuant to the PBA in respect of a Canadian Pension Plan for amounts required to be remitted but not yet due;

(z) (i) Liens on equipment owned or leased by any Borrower or any Subsidiary securing third-party vendor, distributor or other financing, the proceeds of which were used to acquire such equipment and which are intended to be leased or resold to third-party customers in the ordinary course of business (*provided* that no Account related to any lease of such equipment by a Loan Party to its customers may be included in the borrowing base of the Working Capital Facility if such Account has been concurrently encumbered with a priority Lien in favor of such vendor, distributor or other financing) and (ii) leases of such equipment to such Borrower's or such Subsidiary's third-party customers in the ordinary course of business, *in each case* in connection with Managed Services provided to actual third-party customers party to a Managed Services contract (and not for speculative purposes);

(aa) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit or banker's

acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods, in an aggregate amount not to exceed \$820,000; or

(bb) Liens not otherwise permitted, and not securing debt for borrowed money, in an aggregate amount not to exceed \$1,630,000; *provided* that if any Uniform Commercial Code financing statements (or PPSA financing statements, as applicable) securing, or purporting to secure, such Liens contains a collateral description setting forth a general category of assets, such financing statements either are subject to an intercreditor agreement or a subordination agreement entered into with the Administrative Agent or are filed subsequent to the Uniform Commercial Code financing statements (or PPSA financing statements, as applicable) securing, or purporting to secure, the Obligations.

SECTION 7.02 INVESTMENTS.

Make any Investment, except:

(a) Investments in cash and Cash Equivalents;

(b) Investments arising from transactions by Parent or any Subsidiary thereof with customers or suppliers in the ordinary course of business, including Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers and suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

(c) advances to officers, directors, shareholders, members, managers, partners or employees of Parent or any Subsidiary thereof in the ordinary course of business not to exceed, in the aggregate outstanding at any time, \$970,000 (other than, from and after the Specified Date of Determination, advances by any Loan Party to or for the benefit of officers, directors, shareholders, members, managers, partners or employees of DecisionOne CA or any of its Subsidiaries on account of services rendered by such officers, directors, shareholders, members, managers, partners or employees for DecisionOne CA or any of its Subsidiaries and other than, from and after the Third Amendment Effective Date, advances by any Loan Party to or for the benefit of any parent to Parent or any of such parent's officers, directors, shareholders, members, managers, partners or employees);

(d) (i) on or after the Funding Date, Investments by any Loan Party in another Loan Party (other than in Parent or in RolloverCo and other than, from and after the Specified Date of Determination, in DecisionOne CA or any of its Subsidiaries); (ii) so long as no Event of Default has occurred or would result therefrom, on or after the Funding Date, Investments by any Loan Party in any Subsidiary of any Loan Party that is not a Loan Party in an aggregate amount not to exceed \$820,000 in the aggregate for all such Investments in all such Persons in reliance on this **Section 7.02(d)(ii)**, (iii) Investments of any Subsidiary of a Loan Party that is not a Loan Party in a Loan Party, so long as the parties thereto are party to the Intercompany Subordination Agreement; (iv) Investments of any Loan Party or any wholly-owned Subsidiary thereof consisting of the Investments in the Equity Interests owned as of the Funding Date and disclosed on **Schedule 5.16**; and (v) following the Funding Date, Investments of any Loan Party or any wholly-owned Subsidiary thereof in any Person not a Subsidiary of any Loan Party in an

aggregate outstanding amount not to exceed the \$820,000 for all such Investments in all such Persons in reliance on this **Section 7.02(d)(v)**;

(e) Guarantees permitted under **Section 7.03**;

(f) Investments consisting of non-cash consideration received in connection with Permitted Dispositions, so long as the non-cash consideration received in connection with any Permitted Disposition does not exceed 25% of the total consideration received in connection with such Permitted Disposition;

(g) Investments permitted by **Section 7.04(b)** and Investments of any Person existing at the time such Person becomes a Subsidiary of a Loan Party or consolidates or amalgamates or merges with a Loan Party or any of the Subsidiaries so long as such Investments were not made in contemplation of such Person becoming a Subsidiary or of such consolidation, merger or amalgamation;

(h) Investments constituting deposits described in **Section 7.01(e)** or **(f)**;

(i) the Closing Date Acquisition pursuant to the terms of the Closing Date Acquisition Agreement;

(j) Investments consisting of Swap Contracts permitted by **Section 7.03(n)**;

(k) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments (other than, from and after the Specified Date of Determination, Investments in DecisionOne CA or any of its Subsidiaries) in an aggregate amount not to exceed \$820,000 at any time outstanding;

(l) Investments constituting Permitted Acquisitions (including the DecisionOne Acquisition);

(m) Investments by any Borrower or any of their respective Subsidiaries made with the proceeds of any insurance, condemnation or disposition in assets acquired by, and useful in the business of, the Person entitled to such proceeds (for the avoidance of doubt, excluding any Investments of a Loan Party in a non-Loan Party, which shall be governed by **Section 7.02(d)(v)**), *provided* if the asset subject to an Event of Loss or a Disposition constituted part of the Term Loan Priority Collateral (as defined in the Intercreditor Agreement) immediately before such Event of Loss or Disposition, then the asset so purchased must also constitute Term Loan Priority Collateral from and after its purchase;

(n) so long as no Event of Default has occurred and is continuing or would result therefrom, loans and advances by any Borrower or any of their respective Subsidiaries to Parent or Parent to its parent entity to permit Parent or such parent entity to repurchase or redeem Equity Interests of Parent or such parent entity held by its current or former officers, directors, consultants and employees, including upon the exercise of stock options or warrants for such Equity Interests, or any executive or employee savings or compensation plans, or, to the extent applicable, from their respective estates, beneficiaries, spouses, former spouses or family members or other transferees, in an amount not to exceed, in any Fiscal Year, \$820,000;

- (o) advances of payroll payments to its employees in the ordinary course of business;
- (p) Investments to the extent that payment for such Investments is made solely with the proceeds of Equity Interests (that do not constitute Disqualified Equity Interests and that has not been otherwise applied) of Parent or any direct or indirect parent of Parent, the proceeds of which are contributed to any Borrower or any Subsidiary and used substantially contemporaneously by such Subsidiary or its Subsidiaries to make such Investment; or
- (q) to the extent constituting an Investment, any Division in accordance with the last paragraph of **Section 7.04**.

Notwithstanding the foregoing, from and after the Specified Date of Determination, no Loan Party or Subsidiary of a Loan Party may make any further Investments in or in respect of DecisionOne CA or its Subsidiaries.

Notwithstanding the foregoing, absent the consent of the Required Lenders, no Investment otherwise permitted by this **Section 7.02** may be effected to make (in any single transaction or series of related transactions) any Investment in any non-Loan Party or any third party at any time from and after the Third Amendment Effective Date.

SECTION 7.03 DEBT.

Create, incur, assume or suffer to exist any Debt, except (without duplication of amounts):

- (a) Debt under the Loan Documents;
- (b) Debt outstanding on the date hereof and listed on **Schedule 7.03** and any refinancings, refundings, renewals or extensions thereof; *provided*, that such refinancings, renewals or extensions satisfy the Refinancing Conditions;
- (c) Debt in respect of (i) capital leases or equipment financings; and (ii) purchase money obligations for fixed or capital assets, in each case, within the limitations set forth in either **Section 7.01(n)** or **Section 7.01(z)** and, in each case, Refinancing Debt with respect to the foregoing;
- (d) at any time before the Equity Transfer Effective Time (and not thereafter), Debt incurred under the Working Capital Facility and Refinancing Debt with respect thereto;
- (e) Debt in respect of: (i) workers' compensation claims or obligations in respect of health, disability or other employee benefits; (ii) property, casualty or liability insurance or self-insurance; (iii) completion, bid, performance, appeal or surety bonds issued for the account of Parent or any Subsidiary thereof; (iv) taxes, assessments or other government charges not yet delinquent or which are being contested in compliance with **Section 6.04**; or (v) bankers' acceptances and other similar obligations not constituting Debt for borrowed money; in each of the foregoing cases, to the extent incurred in the ordinary course of business;

(f) Debt of any Loan Party (other than Parent) owing to and held by any other Loan Party; *provided*, that such Debt must be (A) unsecured and expressly subordinated to the prior payment in full in cash of all Obligations (including, with respect to any Guarantor, its obligations under the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable) and (B) subject to the terms of the Intercompany Subordination Agreement;

(g) Debt of any Subsidiary of any Loan Party that is not a Loan Party to another Subsidiary of any Loan Party that is not a Loan Party;

(h) unsecured guarantees with respect to Debt of any Loan Party, to the extent that the Person that is obligated under such guaranty could have incurred such underlying Debt; *provided* that to the extent such underlying Debt is subordinated to any of the Obligations, such guarantee must also be subordinated to the Obligations to at least the same extent;

(i) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business and Debt in respect of netting services;

(j) Debt arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(k) Debt of Parent or any of its Subsidiaries arising from customary cash management services or in connection with any automated clearinghouse transfer of funds in the ordinary course of business;

(l) to the extent constituting Debt, obligations in respect of customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(m) Debt of Parent and its Subsidiaries not otherwise permitted under this **Section 7.03** not to exceed \$820,000 at any time outstanding; *provided* that if such Debt is owing by a Loan Party, and is also held by any Subsidiary of a Loan Party, then such Debt must be (i) unsecured and expressly subordinated to the prior payment in full in cash of all Obligations (including, with respect to any Guarantor, its obligations under the Guaranty and Security Agreement or the Canadian Guaranty and Security Agreement, as applicable) and (ii) subject to the terms of the Intercompany Subordination Agreement;

(n) Swap Contracts solely to the extent such Swap Contracts are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person (including, for the avoidance of doubt, changes in the value of currencies), or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a “market view”;

(o) Acquired Debt (if any) incurred before the Third Amendment Effective Date in an amount not to exceed \$3,890,000 outstanding at any one time and Refinancing Debt with respect thereto;

(p) to the extent constituting Debt, unsecured deferred compensation or any bonus or profit sharing plan of any Loan Party or any Subsidiary thereof;

(q) Debt consisting of obligations owing under any customer or supplier incentive, supply, license or similar agreement entered into in the ordinary course of business;

(r) Debt (other than for borrowed money) in respect of any performance and completion guaranties, or appeal, bid, performance, surety, stay, statutory, customs, return of money or similar bonds issued for the account of any Loan Party, the performance of bids, tenders, sales or contracts, statutory obligations, workers' compensation claims, unemployment insurance, other types of social security or pension benefits, self-insurance and similar obligations and arrangements (in each case in the ordinary course of business) including guarantees or obligations of any Loan Party with respect to letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments supporting such obligations and arrangements;

(s) (i) Debt incurred by Parent or any of its Subsidiaries arising from agreements providing for earnouts, escrows, holdbacks, or similar deferred payment obligations, indemnification, adjustment of purchase price or other similar obligations, in each case, incurred or assumed in connection with Permitted Acquisitions or permitted Dispositions of any business, asset or any capital stock of a Subsidiary of any Borrower, but excluding obligations related to Debt for borrowed money (unless constituting Acquired Debt otherwise permitted hereunder) and (ii) Debt arising from guarantees, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of any Borrower or any such Subsidiary pursuant to such agreements; *provided*, that any seller notes incurred pursuant hereto shall be subject to a subordination agreement in form and substance reasonably satisfactory to Lender Representative;

(t) Debt representing (i) deferred compensation to current or former directors, officers, employees, members of management, managers and consultants of Parent, Borrowers or any Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with the any Permitted Acquisition or any other Investment permitted hereby;

(u) unsecured Debt consisting of management fees, advisory fees, consulting fees, Transaction Fees and other fees to the Sponsor not permitted to be paid (but permitted to accrue before the Equity Transfer Effective Time) under this Agreement and the Management Fee Subordination Agreement;

(v) Debt consisting of (i) the financing of insurance premiums; *provided* that the aggregate principal amount of such Debt shall not exceed the annual premium amount (plus capitalized interest, if any) and/or (ii) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(w) unsecured Permitted Subordinated Debt incurred before the Third Amendment Effective Date and the Ingram Micro Indebtedness;

(x) Debt representing guarantees in the ordinary course of business by a Guarantor of Debt of another Loan Party that is otherwise permitted to be incurred by such Loan Party pursuant to this Agreement; *provided* that to the extent the underlying Debt is subordinated to any of the Obligations, is unsecured or is secured by a subordinated Lien to the Liens securing the Obligations, such guarantee must be subordinated to the Obligations to at least the same extent and must also be unsecured or secured by a subordinated Lien to at least the same extent (as applicable);

(y) [Reserved]; and

(z) all premiums (if any), interest (including post-petition interest), fees, expenses and charges on obligations permitted by **Section 7.04(a)** through **7.04(y)** above.

SECTION 7.04 FUNDAMENTAL CHANGES.

(a) Engage in any material line of business other than a Related Business or make any changes to the nature of Borrowers' and their respective Subsidiaries' business (taken as a whole) as existing on the Funding Date;

(b) Merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (in each case, including as part of a Division), except that:

(i) (A) any Loan Party may merge or amalgamate with another Loan Party (other than Parent); *provided*, that (x) a Borrower must be the surviving entity of any such merger or amalgamation to which it is a party (unless multiple entities party to such transaction are Borrowers, in which case only one Borrower shall be required to be the surviving entity) and (y) no Loan Party may merge or amalgamate with RolloverCo, (B) any Loan Party (other than RolloverCo) may merge or amalgamate with a Subsidiary of such Loan Party (other than, from and after the Specified Date of Determination, with DecisionOne CA or any of its Subsidiaries) that is not a Loan Party so long as such Loan Party (and if a Borrower is involved, such Borrower) is the surviving entity of any such merger or amalgamation, (C) any Subsidiaries of Loan Parties that are not themselves Loan Parties may merge or amalgamate with each other, and (D) the Loan Parties may consummate the Permitted Amalgamation;

(ii) any Loan Party may consummate a Permitted Acquisition;

(iii) any Subsidiary of any Loan Party (other than any Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to any Loan Party (other than Parent);

(iv) any Subsidiary that is not a Loan Party may dispose of all or substantially all of its assets to another Subsidiary that is not a Loan Party;

(v) any Division in accordance with the last paragraph of this **Section 7.04**, *provided* that Administrative Agent and Lender Representative receive concurrent written notice of the occurrence of such Division; and

the Loan Parties may consummate the transactions to occur on the Third Amendment Effective Date pursuant to the Transaction Documents;

(c) make any voluntary, optional payment or prepayment on account of, or optional redemption or acquisition for value of any portion of, any subordinated Debt;

(d) with respect to any Loan Party, without at least 10 Business Days prior written notice to Administrative Agent and Lender Representative (or such lesser time as Lender Representative may agree in its sole discretion): (i) change any Loan Party's jurisdiction of organization (so long as such Loan Party would remain a Loan Party hereunder after such change, and if such Loan Party is an entity organized in a jurisdiction within the United States, it must remain an entity organized within such a jurisdiction within the United States and if such Loan Party is an entity organized in a jurisdiction within Canada, it must remain an entity organized within such a jurisdiction within Canada); (ii) change any Loan Party's organizational structure or type; or (iii) change any Loan Party's legal name; or

(e) create or acquire any Subsidiary, unless (i) in the case of any acquisition, such acquisition constitutes as an Investment otherwise permitted hereunder, (ii) such Subsidiary is a wholly-owned Subsidiary of Holdings and (iii) the respective Loan Party and such Subsidiary have complied with their respective obligations under **Section 6.19**, to the extent applicable to it.

Notwithstanding anything in this Agreement or otherwise to the contrary, in the case of a Division involving a Loan Party, each entity that is created or otherwise results from such Division shall be a Loan Party (or, if such Division involves a Borrower, shall be a Borrower) and such created or resulting entity shall join this Agreement and each other Loan Document as a Loan Party or as a Borrower, as the case may be, concurrently with the consummation of such Division.

Notwithstanding the foregoing, absent the consent of the Required Lenders, no fundamental change otherwise permitted by this **Section 7.04** may be effected to make (in any single transaction or series of related transactions) any Disposition or Investment in any non-Loan Party or any third party at any time from and after the Third Amendment Effective Date.

SECTION 7.05 DISPOSITIONS.

Make any Disposition or enter into any agreement to make any Disposition (whether in one transaction or in a series of transactions), other than any of the following (collectively, "**Permitted Dispositions**"):

(a) Dispositions of used, obsolete, surplus or worn out property (other than Patents, Trademarks, Copyrights, and other Intellectual Property or Intellectual Property rights), whether now owned or hereafter acquired, in the ordinary course of business that are, in the reasonable judgment of the management of Administrative Borrower, no longer economically practicable to

maintain or necessary in the conduct of the business of Parent and its Subsidiaries, taken as a whole;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment (including, in all cases, vehicles) to the extent that: (i) such property is exchanged for credit against the purchase price of other equipment; or (ii) the proceeds of such Disposition are or intended to be applied to the acquisition of other equipment;

(d) Dispositions permitted by **Section 7.04(b)**;

(e) (i) to the extent permitted hereunder, Restricted Payments; and (ii) to the extent permitted hereunder and otherwise constituting Dispositions, Investments;

(f) Dispositions of cash and Cash Equivalents in the ordinary course of business and in a manner not otherwise prohibited hereunder;

(g) Dispositions of accounts receivable in connection with the compromise, settlement or collection thereof in the ordinary course of business;

(h) Dispositions of property for cash consideration of at least 75% of the aggregate consideration for such Disposition that are not otherwise permitted under this **Section 7.05** to Persons who are not Affiliates of any Loan Party if:

(i) immediately prior to and immediately after giving effect to any such Disposition, no Event of Default exists or would result therefrom;

(ii) the aggregate fair market value of all assets so sold by Parent and its Subsidiaries does not exceed \$2,430,000 in any Fiscal Year; and

(iii) to the extent the Net Proceeds of such Disposition exceed, together with the other Dispositions permitted under **Section 7.05(a)**, \$1,630,000 in the aggregate for all such Dispositions in any Fiscal Year, such Net Proceeds are:

(A) if and to the extent required by **Section 2.03(c)**, applied within 270 days (or, if contractually committed to be expended during such 270-day period and not so expended within such 270-day period, then within 360 days) of receipt thereof by Parent or any Subsidiary thereof to the repayment of the Obligations; or

(B) otherwise, used within 270 days (or, if contractually committed to be expended during such 270-day period and not so expended within such 270-day period, then within 360 days) of receipt thereof by Parent or any Subsidiary thereof to purchase property or make Investments otherwise permitted hereunder;

provided, that a Responsible Officer of Administrative Borrower shall have notified Administrative Agent promptly after its determination to so apply or use the Net Proceeds and

shall have certified the receipt of not less than fair market value for such property and the proper application of such Net Proceeds in accordance with this **Section 7.05(h)**; and

(i) Dispositions constituting leases or subleases entered into in the ordinary course of business, to the extent that they do not materially interfere with the business of any Loan Party or any Subsidiary thereof; and

(j) Dispositions of property to any Persons who are Loan Parties (other than to Holdings or its direct or indirect parents);

(k) a Sale and Leaseback Transaction permitted under **Section 7.07**;

(l) Dispositions, abandonment, cancellation or lapse of Intellectual Property, or of interests therein, which, in the reasonable good faith determination of Administrative Borrower or any Subsidiary, are no longer economically practicable to maintain, worth the cost of maintaining, or used or useful in any material respect;

(m) terminations of leases, subleases, licenses or sublicenses (including the provision of software under an open source license), which (i) do not materially interfere with the business of Borrowers and their Subsidiaries or (ii) relate to closed branches or manufacturing facilities or the discontinuation of any product or service line;

(n) the expiration of any option agreement in respect of real or personal property;

(o) Dispositions of property subject to casualty, foreclosure, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding); *provided* that no Lien release under the Loan Documents (versus a release occurring by operation of law) shall result from any Disposition occurring as a result of any foreclosure;

(p) the sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter;

(q) the Disposition of non-core assets acquired in connection with a Permitted Acquisition or similar Investment permitted hereunder; *provided* that (i) the net proceeds shall not exceed 30% of the acquisition consideration for such Permitted Acquisition or similar Investment, (ii) the net proceeds shall be applied and/or reinvested to the extent required hereunder and (iii) no Event of Default shall have occurred and be continuing on the date on which the definitive agreement governing the relevant Disposition is executed;

(r) any Disposition of equipment described in **Section 7.01(z)** constituting either (i) the entry into a lease, sublease, license or similar arrangement with a third-party customer in the ordinary course of business in connection with Managed Services, or (ii) any other Disposition of equipment covered by a Managed Services contract to the third-party customer party to such Managed Services contract to the extent such Disposition (x) is permitted pursuant to the terms of such Managed Services contract or (y) otherwise occurs in the ordinary course of business with such customer;

(s) the Disposition to be effected as contemplated by the Third Amendment upon the occurrence of the Equity Transfer Effective Time, *provided* that no Lien release under the Loan Documents (versus a release occurring by operation of law) shall result from such Disposition; and

(t) to the extent constituting a Disposition, any Division in accordance with the last paragraph of **Section 7.04**, *provided* that Administrative Agent receives concurrent written notice of the occurrence of such Division;

provided, further that any Disposition pursuant to any of the foregoing subsections of this **Section 7.05** (other than pursuant to clauses (j), (l), (m), (n), (o), (p), and (r)) shall be for not less than fair market value.

Notwithstanding the foregoing, no surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims (including in tort), including any surrender, release or settlement with respect to any deemed Event of Loss, may occur without first obtaining the prior written consent of the Required Lenders. Further, notwithstanding the foregoing, no Disposition otherwise permitted by this **Section 7.05** may be effected to make (in any single transaction or series of related transactions) any Disposition to any non-Loan Party or any third party at any time from and after the Third Amendment Effective Date.

SECTION 7.06 RESTRICTED PAYMENTS.

Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(a) each Subsidiary of any Loan Party may make Restricted Payments to such Loan Party (other than to Parent), and for the avoidance of doubt, nothing in this clause (a) shall permit RolloverCo to make any Restricted Payment to any non-Loan Party holder of its Equity Interests;

(b) each Subsidiary of any Loan Party may declare and make dividend payments or other distributions payable solely in common Equity Interests of such Person;

(c) each Loan Party and each Subsidiary thereof may purchase, redeem or otherwise acquire shares of its common Equity Interests or warrants or options to acquire any such shares of its common Equity Interests with the proceeds received from the substantially concurrent issue of new common Equity Interests, *provided* that in the case of any Equity Interests issued by RolloverCo, such purchase, redemption or acquisition may be made only using such proceeds received on a substantially concurrent basis from a non-Loan Party;

(d) so long as no Specified Event of Default has occurred and is continuing or would result therefrom (but only at any time before November 2, 2022 and not thereafter), the Loan Parties may pay management and other fees to the Sponsor in an aggregate amount during any Fiscal Year not to exceed \$500,000; *provided*, that any management and other fees that are not permitted to be paid pursuant to this **clause (d)** may be accrued before the Equity Transfer Effective Time and paid in cash at any time before November 2, 2022 that the provisions of this

clause (d) are satisfied immediately before and after giving effect to that cash payment; *provided further*, that reasonable and documented out-of-pocket costs, expenses and indemnities shall be allowed to be paid at any time before November 2, 2022 but not thereafter;

(e) Parent may declare and pay dividends with respect to its Equity Interests payable solely in shares of Equity Interests permitted hereunder that do not constitute Disqualified Equity Interests;

(f) [Reserved];

(g) payments made or expected to be made by any Loan Party in respect of payroll and other similar withholding Tax payable in respect of a payment to any present or former employee, director, manager or consultant (and any repurchases of capital stock in consideration of such payments including deemed repurchases) in connection with the exercise of stock options or the vesting or settlement of other equity-based awards;

(h) at any time before the Third Amendment Effective Date and not thereafter, so long as no Event of Default has occurred and is continuing or would result therefrom, repurchases or redemptions of any Equity Interests that are not Disqualified Equity Interests of Parent or any parent thereof (or the payment of sale bonuses) held by current or former officers, directors or employees (or their transferees, estates or beneficiaries under their estates) of any Loan Party, upon their death, disability, retirement, severance or termination of employment or service, *provided* that the aggregate cash consideration paid for all such redemptions and payments shall not exceed \$820,000 in the aggregate prior to the Maturity Date; *provided, further*, that cancellation of Debt incurred for the purchase of Equity Interests owed to Ultimate Parent or its Subsidiaries from members of management, directors, managers, officers, employees or consultants of Ultimate Parent or any of its Subsidiaries in connection with a repurchase of Equity Interests of Parent or any of its direct or indirect parent entities will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of this Agreement;

(i) at any time before the Third Amendment Effective Date and not thereafter, cash distributions or other payments to Parent for (1) fees, Taxes and expenses necessary to maintain its corporate or other organizational existence or the corporate or other organizational existence of any direct or indirect holding company parent entity, and (2) franchise Taxes;

(j) at any time before the Third Amendment Effective Date and not thereafter, cash distributions or other payments for legal, financial, tax preparation and accounting matters and similar customary administrative costs and expenses of Parent or any parent thereof, *in either case* to the extent such expenses are attributable to the ownership or operation of Parent and its Subsidiaries and in the aggregate for both cases not to exceed \$390,000 in any Fiscal Year;

(k) regularly scheduled and other mandatory payments of principal, interest and fees, for Permitted Subordinated Debt but only to the extent expressly permitted under any subordination agreement relating to such Permitted Subordinated Debt (other than by making a general reference to this provision or this Agreement) and any refinancing of such Permitted Subordinated Debt in full with the proceeds of additional Permitted Subordinated Debt not provided, or held by, a Loan Party or any of its Subsidiaries;

(l) Borrowers may make Restricted Payments in connection with agreements providing for earnouts, escrows, holdbacks, or similar deferred payment obligations, indemnification, adjustment of purchase price or other similar obligations, in each case, incurred or assumed in connection with Permitted Acquisitions or permitted Dispositions of any business, asset or any capital stock of a Subsidiary of any Borrower; *provided* that (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) such Restricted Payments do not in aggregate exceed \$2,530,000;

(m) at any time before November 2, 2022 and not thereafter, the Loan Parties may pay (i) the Original Transaction Fee on the Funding Date and (ii) other Transaction Fees in connection with any Permitted Acquisition; *provided* that if not paid in cash, Transaction Fees may otherwise accrue before the Equity Transfer Effective Time in accordance with the Management Agreement;

(n) each Loan Party and each Subsidiary may make Permitted Tax Distributions (other than, at any time after the Third Amendment Effective Date, to Parent or any direct or indirect parent of Parent); and

(o) [Reserved].

Notwithstanding the foregoing, no Restricted Payment may be made to Parent or any of its direct or indirect parents (including any Permitted Holder) from and after the Third Amendment Effective Date.

SECTION 7.07 SALE AND LEASEBACK TRANSACTIONS.

No Loan Party will, nor will it permit any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred (a “**Sale and Leaseback Transaction**”), except for (a) any such sale to another Loan Party (other than Parent) and (b) a sale-leaseback of real property acquired after the Funding Date in connection with a Permitted Acquisition or similar Investment permitted hereunder, so long as (i) no Event of Default has occurred and is continuing or would result therefrom, and (ii) the Required Lenders consent thereto.

SECTION 7.08 TRANSACTIONS WITH AFFILIATES.

Except as set forth on **Schedule 7.08**, enter into any transaction of any kind with any Affiliate of any Loan Party, irrespective of whether in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to Parent or a Subsidiary of Parent as would be obtainable by such Person at the time in a comparable arm’s-length transaction with a Person other than an Affiliate; *provided*, that the foregoing restriction shall not apply to: (a) transactions either solely between or among Loan Parties or solely among Subsidiaries that are not Loan Parties; (b) Restricted Payments permitted hereunder (excluding by general reference to this Section 7.08); (c) transactions contemplated by the Loan Documents; (d) payment of reasonable compensation (including bonus) and other benefits (including retirement, health,

stock option and other benefit plans to directors, officers and employees for services actually rendered, and loans and advances to officers and employees permitted by **Section 7.02**; (e) payment of customary directors' fees and officers', directors' and employees' indemnities; (f) any issuances of securities of Parent or other payments, awards or grants in cash, securities of Parent or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership plans approved by Parent's board of directors; (g) the payment of amounts under the Management Agreement permitted under the other terms of this Agreement at any time before Third Amendment Effective Date but not after; (h) purchase price adjustments, working capital adjustments or escrow adjustments pursuant to any Acquisition documents in respect of a Permitted Acquisition; (i) the consummation of the Closing Date Acquisition and the DecisionOne Acquisition; (j) the issuance of Equity Interests (other than any Disqualified Equity Interests) of any Loan Party not otherwise prohibited hereunder, (k) at any time before Third Amendment Effective Date but not after, transactions with portfolio companies of the Sponsor or any fund or account managed by the Sponsor or any of its Affiliates, the terms of which are no less favorable to the Loan Parties than a comparable arm's-length transaction with a Person that is not an Affiliate, and are entered into in the ordinary course of business, (l) [reserved], and (m) any agreements or arrangements between a third party and an Affiliate of a Loan Party or Subsidiary that are acquired or assumed by a Loan Party or Subsidiary in connection with an acquisition, merger or amalgamation of such third party (or assets of such third party) by or with the Loan Party or Subsidiary; *provided* that (i) such acquisition, merger or amalgamation is permitted under this Agreement, and (ii) such agreements or arrangements are not entered into in contemplation of such acquisition, merger or amalgamation or otherwise for the purpose of avoiding the restrictions imposed by this **Section 7.08**. Notwithstanding the foregoing, from and after the Third Amendment Effective Date, absent the consent of the Required Lenders, no transaction may be entered into with Parent, any direct or indirect parent of Parent (including any Permitted Holder) or any direct or indirect non-Loan Party portfolio company of such parent, on one hand, and any other Loan Party, on the other hand.

SECTION 7.09 BURDENOME AGREEMENTS.

(a) Enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that limits the ability: (A) of any Subsidiary of any Borrower to make Restricted Payments to a Borrower or to otherwise transfer property to any Borrower; (B) of any Subsidiary of any Borrower to Guarantee the Obligations; or (C) of any Borrower or any Subsidiary thereof to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations; *provided*, that this subclause (C) shall not prohibit (i) any negative pledge incurred or provided in favor of any holder of Debt permitted hereunder solely to the extent that any such negative pledge relates to the collateral for such Debt and (other than Debt permitted pursuant to **Section 7.03(c)**) does not prohibit the Liens granted to secure the Obligations; (ii) customary provisions in leases and other contracts restricting assignment thereof; (iii) at any time before the Equity Transfer Effective Time, the Working Capital Loan Documents; (iv) [reserved]; (v) customary restrictions and conditions contained in any agreement relating to the sale of any property permitted under this Agreement pending the consummation of such sale; (vi) any agreement in effect at the time a Person becomes a Loan Party or a Subsidiary of a Loan Party, so long as such agreement was not entered into in connection with or in contemplation of such person becoming a Loan Party or a Subsidiary of a Loan Party; and (vii) in the case of any joint venture which is not a Loan Party, restrictions in

such Person's organizational documents or pursuant to any joint venture agreement or stockholders agreements solely to the extent of the Equity Interests of or property held in the subject joint venture or other entity; or

(b) (i) Amend, supplement, modify, waive or alter (or agree to do so): (A) its Organizational Documents if the effect thereof, either individually or in the aggregate, could reasonably be expected to be materially adverse to the interests of the Lenders; (B) at any time before the Equity Transfer Effective Time, the Working Capital Facility, unless such amendment, supplement, modification, waiver or alteration is permitted under the Intercreditor Agreement; or (C) any agreement or loan document in respect of any Permitted Subordinated Debt unless such amendment, or supplement, modification, waiver or alteration is permitted under the applicable subordination agreement.

SECTION 7.10 USE OF PROCEEDS.

Use the proceeds of the Term Loans, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation T, U or X of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

SECTION 7.11 CERTAIN GOVERNMENTAL REGULATIONS.

(a) Be or become subject at any time to any Anti-Terrorism Laws, Money Laundering Laws, Sanctions or any other law, regulation, or list of any government agency (including the OFAC list) that prohibits or limits any Lending Party from making any loans or extensions of credit to any Loan Party or from otherwise conducting business with any Loan Party, (b) (i) be controlled by, or act on behalf of, a Restricted Party, (ii) receive funds or other property from a Restricted Party, (iii) breach, or become the subject of any action or investigation under, any applicable Anti-Terrorism Law, Money Laundering Laws or Sanctions, (iv) become the subject of any Sanctions or to be located, organized or resident in a country or territory that is the subject of any Sanctions, (v) directly or indirectly, use the proceeds of any Term Loan to fund any activities of or business with any Restricted Party or in any other manner that would result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of any Sanctions, any Anti-Terrorism Laws or any Money Laundering Laws or (vi) engage in any course of conduct that could subject any of their respective properties to any Lien, seizure or other forfeiture under any racketeer influenced and corrupt organizations law, any Anti-Terrorism Laws, any Money Laundering Laws or any Sanctions, whether civil or criminal, or other similar Laws, or (c) fail to (i) take reasonable measures to ensure compliance with applicable Anti-Terrorism Laws, (ii) conduct its operations in compliance with applicable Anti-Terrorism Laws and Money Laundering Laws and without violation of any Sanctions, (iii) maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith, or (iv) provide documentary and other evidence of any Loan Party's identity as may be reasonably requested by any Lending Party at any time to enable such Lending Party to verify any Loan Party's identity or to comply with any applicable Laws, including Section 326 of the Patriot Act, the Investment Company Act, any Anti-Terrorism Laws, any Money Laundering Laws and any Sanctions.

SECTION 7.12 DISQUALIFIED EQUITY INTERESTS.

(a) Issue any Disqualified Equity Interests, or (b) be or become liable in respect of any obligation (contingent or otherwise) to purchase, redeem, retire, acquire or make any other payment in respect of any Equity Interests of Parent or any Subsidiary thereof, except as permitted under Section 7.06.

SECTION 7.13 FISCAL YEAR.

No Loan Party will change its Fiscal Year (other than to the calendar year), unless approved in a prior writing by Administrative Agent.

SECTION 7.14 WORKING CAPITAL FACILITY DEBT ENHANCEMENTS.

At any time before the Equity Transfer Effective Time: no Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, provide any additional guaranty or collateral after the Funding Date in favor of the Working Capital Lender without providing the same in favor of Administrative Agent, for the benefit of the Lending Parties, in each case, unless otherwise consented to by the Administrative Agent; and it is understood and agreed that any borrower under the Working Capital Loan Documents shall also be a Borrower hereunder, any collateral for the Working Capital Facility shall also be Collateral for the Obligations and the guarantors under the Working Capital Loan Documents shall also be Guarantors hereunder, in each case, unless otherwise consented to by the Administrative Agent.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01 EVENTS OF DEFAULT.

Each of the following shall constitute an event of default hereunder (each, an “**Event of Default**”):

(a) **Non-Payment.** Any Borrower or any other Loan Party fails to pay: (i) when and as required to be paid herein, any amount of principal of the Term Loans; (ii) within three (3) Business Days after the same becomes due, any interest on the Term Loans or any Make-Whole Amount due hereunder; or (iii) within five (5) Business Days after Administrative Borrower’s receipt of written notice of the same becoming due, any other amount payable hereunder or under any other Loan Document; or

(b) **Specific Covenants.** Any Loan Party or any Subsidiary thereof fails to perform or observe: any term, covenant or agreement contained in any of **Section 6.03(a)**, **Section 6.05** (solely with respect to Borrowers), **Section 6.07**, **Section 6.10**, **Section 6.11**, or **Section 6.18**, or **Article VII** hereof; or

(c) **Representations and Warranties.** Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower or any other Loan Party herein, in any other Loan Document or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect (except that such materiality

qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) when made or deemed made; or

(d) **Other Defaults.** (i) Any Loan Party fails to perform or observe with any term or condition contained in **Section 6.01** and **Section 6.02(b)**, and such failure continues for five (5) Business Days; or (ii) any Loan Party fails to perform or observe any other covenant or agreement (not specified in **Section 8.01(a)**, **Section 8.01(b)**, **Section 8.01(c)**, or **Section 8.01(d)(i)**) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days; or

(e) **Cross-Default.** (i) Any Loan Party or any Subsidiary thereof, subject to any applicable cure period, fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of the Working Capital Facility (at any time before the Equity Transfer Effective Time), the Bridge Loan, any Bridge Loan Refinancing Debt or any Debt having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$2,530,000; or (ii) Parent or any such Subsidiary thereof, subject to any applicable cure period, fails to observe or perform any other agreement or condition relating to the Working Capital Facility (at any time before the Equity Transfer Effective Time) or any such other Debt or contained in any document evidencing, securing or relating to any of the foregoing, or any other default or event occurs, the effect of which failure, default or other event is to cause, or to permit the holder or holders of such Debt (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such Debt to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Debt to be made, prior to its stated maturity; or

(f) **Insolvency Proceedings, Etc.** Any Loan Party or any Subsidiary (other than, if DecisionOne CA is then a Qualifying Immaterial Subsidiary, DecisionOne CA) thereof institutes or consents to the institution of any proceeding under any Bankruptcy Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver manager, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, interim receiver, receiver manager, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Bankruptcy Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) **Inability to Pay Debts; Attachment.** (i) Any Loan Party or any Subsidiary (other than, if DecisionOne CA is then a Qualifying Immaterial Subsidiary, DecisionOne CA) thereof becomes unable or admits in writing its inability or fails generally to pay its debts as they become due; or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) **Judgments.** There is entered against any Loan Party or any Subsidiary thereof: (i) a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage or indemnities; *provided*, that the coverage by indemnities shall be in an amount that will satisfy the entire amount of the judgment or order); or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, either (a) there is a period of 45 consecutive days at any time after the entry of such judgment or order during which (y) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (z) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment or order; or

(i) **ERISA.** (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer Plan, or the PBGC in an aggregate amount which has resulted in or could reasonably be expected to result in a Material Adverse Effect; (ii) Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which has resulted in or could reasonably be expected to result in a Material Adverse Effect; or (iii) a Canadian Pension Event occurs which has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(j) **Invalidity of Loan Documents.** Any Loan Document or any provision thereof, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or the satisfaction in full of all of the Obligations (other than Unasserted Obligations) and other than as a result of an action or inaction by Administrative Agent or any Lender, ceases to be in full force and effect other than in accordance with its terms; or any Loan Party contests in any manner in writing the validity or enforceability of any Loan Document or any provision thereof; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document or any provision thereof; or

(k) **Impairment of Collateral.** Any security interest purported to be created by any Collateral Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid, perfected, first-priority security interest (except as otherwise expressly provided in this Agreement or such Collateral Document and subject to Permitted Liens) in the assets covered thereby, other than in respect of assets that individually and in the aggregate, do not have a value in excess of the Threshold Amount; or

(l) **Default under Intercreditor Agreement or any Subordinated Debt Documents.** Any Loan Party to the Intercreditor Agreement or any document subordinating Permitted Subordinated Debt shall fail to observe or perform any covenant, condition or agreement contained in such document; or

(m) **[Reserved];** or

(n) **Change of Control.** There occurs a Change of Control.

SECTION 8.02 RIGHTS AND REMEDIES.

(a) **Rights and Remedies Generally.** While an Event of Default exists (including at any time on or after the Third Amendment Effective Date), Administrative Agent may (or, upon the request of Lender Representative or the Required Lenders, shall), without notice or demand, do any or all of the following:

(i) declare the Commitments of each Lender to be terminated, whereupon such Commitments and obligation shall be terminated (but if an Event of Default described in **Section 8.01(f)** occurs, all Commitments shall immediately and automatically terminate without any action by Administrative Agent or any Lender);

(ii) declare all Obligations (including the Make-Whole Amount) immediately due and payable (but if an Event of Default described in **Section 8.01(f)** occurs, all Obligations (including any Make-Whole Amount) shall immediately and automatically be due and payable without any action by Administrative Agent or any Lender) (for the avoidance of doubt, upon the date that all Obligations become immediately due and payable under this paragraph, the Make-Whole Amount shall be calculated, and shall become payable, as if all Obligations had been prepaid in full on such date);

(iii) stop advancing money or extending credit for Borrowers' benefit under this Agreement;

(iv) apply to the Obligations (A) any balances and deposits of any Loan Party that it holds, or (B) any amount held by Administrative Agent or Lenders owing to or for the credit or the account of any Loan Party; and

(v) exercise all default rights and remedies available to Lending Parties under the Loan Documents or at law or equity, including all default remedies provided under the Uniform Commercial Code and PPSA (including, in each case, disposal of the Collateral pursuant to the terms thereof).

(b) **Power of Attorney.** Each Loan Party hereby irrevocably appoints Administrative Agent (and the Administrative Agent may delegate that power on such terms as it sees fit) as its lawful attorney-in-fact, to: (i) if such Loan Party refuses to, or fails timely to execute and deliver any of the documents required to be delivered by it pursuant to the terms hereof, sign the name of such Loan Party on any of such documents; (ii) at any time that an Event of Default has occurred and is continuing, endorse such Loan Party's name on any checks or other forms of payment or security, sign such Loan Party's name on any invoice or bill of lading for any account or drafts against Account Debtors or sign such Loan Party's name on any notices to Account Debtors; (iii) at any time that an Event of Default has occurred and is continuing, send requests for verification of Accounts; (iv) endorse such Loan Party's name on any collection item that may come into Administrative Agent's possession; (v) at any time that an Event of Default has occurred and is continuing, make, settle, and adjust all claims under such Loan Party's policies of insurance and make all determinations and decisions with respect to such

policies of insurance; (vi) at any time that an Event of Default has occurred and is continuing, take control, in any manner, of any item of payment or proceeds relating to any Collateral; (vii) at any time that an Event of Default has occurred and is continuing, prepare, file, and sign such Loan Party's name to a proof of claim in bankruptcy or similar document against any Account Debtor, or to any notice of lien, assignment, or satisfaction of lien or similar document in connection with any of the Collateral; (viii) at any time that an Event of Default has occurred and is continuing, receive, open and dispose of all mail addressed to such Loan Party, and notify postal authorities to change the address for delivery thereof to such address as Administrative Agent (acting at the written direction of Lender Representative or Required Lenders) may designate; (ix) at any time that an Event of Default has occurred and is continuing, use the information recorded on or contained in any data processing equipment, computer hardware, and software relating to the Collateral; (x) at any time that an Event of Default has occurred and is continuing, settle and adjust disputes and claims respecting the Accounts, Chattel Paper or General Intangibles directly with Account Debtors, for amounts and upon terms that Administrative Agent determines to be reasonable (acting at the written direction of Lender Representative or Required Lenders), and Administrative Agent may cause to be executed and delivered any documents and releases that Administrative Agent (acting at the written direction of Lender Representative or Required Lenders) determines to be necessary; (xi) at any time that an Event of Default has occurred and is continuing, file UCC-3 assignments (or, if applicable, the equivalent PPSA filing) reflecting Administrative Agent as assignee of such Loan Party with respect to any UCC-1 financing statements (or, if applicable, PPSA financing statements) filed by such Loan Party in connection with Collateral; (xii) at any time that an Event of Default has occurred and is continuing, cause an Account Debtor's insurers to add Administrative Agent as loss payee under the relevant insurance policy; (xiii) at any time that an Event of Default has occurred and is continuing, pay, contest or settle any Lien, charge or adverse claim in, to or upon any or all of the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (xiv) at any time that an Event of Default has occurred and is continuing, transfer any Collateral into the name of Administrative Agent for the benefit of Lenders or a third party as the Uniform Commercial Code or, if applicable, the PPSA permits; and (xv) do all other acts and things necessary, in Administrative Agent's determination (acting at the written direction of Lender Representative or Required Lenders), to fulfill such Loan Party's obligations under this Agreement. Each Loan Party hereby appoints Administrative Agent (and the Administrative Agent may delegate that power on such terms as it sees fit) as its lawful attorney-in-fact, to sign such Loan Party's name on any documents necessary to perfect or continue the perfection of any security interest in the Collateral regardless of whether an Event of Default has occurred until all Obligations (other than Unasserted Obligations) have been repaid in full. Administrative Agent's foregoing appointment as the attorney-in-fact for each Loan Party, and all of Administrative Agent's, Lender Representative's or Required Lenders' rights and powers, being coupled with an interest, are irrevocable until all Obligations (other than Unasserted Obligations) have been fully paid and performed when due (as applicable).

(c) **Protective Advances.** If any Loan Party fails to obtain the insurance required by the terms hereof or fails to pay any premium thereon or fails to pay any other amount which such Loan Party is obligated to pay under this Agreement, any other Loan Document or otherwise, Lender Representative, in its sole discretion, may obtain such insurance or make such payment (any such amount so paid by Lender Representative, a "Protective Advance"). Without limiting the generality of the foregoing, Lender Representative shall be authorized, in its sole discretion,

to make Protective Advances on behalf of the Loan Parties (or any of them), if and to the extent that Lender Representative deems such Protective Advances are necessary or desirable to preserve or protect Collateral or to enhance the collectability or repayment of the Obligations. Lender Representative shall use commercially reasonable efforts, to the extent practicable, to consult with Administrative Agent and the Lenders prior to making any Protective Advance. Notwithstanding the foregoing, in no event shall Lender Representative have any duty or obligation to make any Protective Advance(s). All Protective Advances paid shall constitute expenses reimbursable under **Section 10.04**, shall be immediately due and payable, shall bear cash interest until paid at the then highest interest rate applicable to any of the Obligations and shall be secured by the Collateral. Required Lenders may at any time revoke Lender Representative's authority to make Protective Advances hereunder by written notice to Administrative Agent and Lender Representative. Lender Representative will use good faith commercially reasonable efforts (with no liability for failing to do so) to provide Administrative Borrower with notice of Lender Representative obtaining any insurance on behalf of Borrowers or any other Loan Party at the time it is obtained or within a reasonable time thereafter. The making of any Protective Advances shall not be or be deemed to be an agreement to make Protective Advances in similar or different circumstances in the future and shall not operate or be deemed to operate as a waiver by Administrative Agent or any Lender of any Event of Default.

(d) Application of Funds.

(i) No Loan Party shall have the right to specify the order or the accounts to which Administrative Agent shall allocate or apply any payments required to be made by Borrowers to Administrative Agent on behalf of Lenders or otherwise received by Administrative Agent on behalf of Lenders under this Agreement when any such allocation or application is not specified elsewhere in this Agreement.

(ii) During the continuance of an Event of Default, all payments, prepayments, and proceeds of collateral (including the Collateral) and any other amounts received on account of the Obligations may (or at the direction of the Required Lenders or following an acceleration of the Obligations, shall) be applied by Administrative Agent until each item is paid in full in the following order (subject to the Intercreditor Agreement):

(A) *first*, to Administrative Agent, to pay all fees, costs, expenses and indemnification payments then due to Administrative Agent under the Loan Documents (excluding all Protective Advances made by Administrative Agent);

(B) *second*, to Lender Representative, to pay all fees, costs, expenses and indemnification payments then due to Lender Representative under the Loan Documents;

(C) *third, pro rata*, to Administrative Agent and any Lender which has made (or participated in) a Protective Advance, to pay all Protective Advances made by such Persons;

(D) *fourth, pro rata*, to the Lenders according to their respective Percentage Shares, to pay all accrued but unpaid interest (including interest at the Default Rate), whether or not allowed or allowable, on the Third Amendment Term Loans owing to Lenders (it being agreed that no portion of any payments, prepayments, proceeds of collateral or other amounts applied to the accrued but unpaid interest on the Third Amendment Term Loans pursuant to this clause *fourth* shall be deemed to have been applied to the Outstanding Amount of the Non-Recourse Term Loans);

(E) *fifth, pro rata*, to the Lenders according to their respective Percentage Shares, to pay all accrued but unpaid interest (including interest at the Default Rate), whether or not allowed or allowable, on the other Term Loans (other than the Non-Recourse Term Loans) owing to Lenders;

(F) *sixth, pro rata*, to the Lenders according to their respective Percentage Shares, to pay the Outstanding Amount of the Third Amendment Term Loans, *pro rata*, until such time as the Outstanding Amount of the Third Amendment Term Loans has been paid in full (it being agreed that no portion of any payments, prepayments, proceeds of collateral or other amounts applied to the Outstanding Amount of the Third Amendment Term Loans pursuant to this clause *sixth* shall be deemed to have been applied to the Outstanding Amount of the Non-Recourse Term Loans);

(G) *seventh, pro rata*, to the Lenders according to their respective Percentage Shares, to pay the Outstanding Amount of the other Term Loans (other than the Non-Recourse Term Loans), *pro rata*, until such time as the Outstanding Amount of the other Term Loans (other than the Non-Recourse Term Loans) has been paid in full; and

(H) *eighth, pro rata*, to the Lenders according to their respective Percentage Shares, to pay all accrued but unpaid interest (including interest at the Default Rate), whether or not allowed or allowable, on the Non-Recourse Term Loans owing to Lenders;

(I) *ninth, pro rata*, to the Lenders according to their respective Percentage Shares, to pay the Outstanding Amount of the Non-Recourse Term Loans, *pro rata*, until such time as the Outstanding Amount of the Non-Recourse Term Loans has been paid in full; and

(J) *tenth, pro rata*, to Administrative Agent and the Lenders, to pay all remaining Credit Outstandings and other Obligations owing to Administrative Agent or any Lenders;

After payment in full of all Obligations (other than Unasserted Obligations), any surplus remaining shall be paid to Borrowers or other Persons legally entitled thereto; if any deficiency exists, Borrowers shall remain liable to Administrative Agent and Lenders for such deficiency. If Administrative Agent or any Lender, in its good faith business

judgment, directly or indirectly enters into a deferred payment or other credit transaction with any purchaser at any sale of any collateral (including the Collateral), Administrative Agent or such Lender, as applicable, shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Administrative Agent or such Lender of cash therefor.

For purposes of this **Section 8.02(d)**, with respect to any payments made solely by the Canadian Loan Parties or made with identifiable proceeds of Collateral of the Canadian Loan Parties arising from the exercise by Administrative Agent of its remedies under the Loan Documents (with the determination of Administrative Agent (acting at the direction of the Lender Representative or the Required Lenders) as to whether any proceeds constitute identifiable proceeds being conclusive and binding absent manifest error as among the parties) to be applied under **clauses (D), (E) and/or (F)** of this **Section 8.02(d)** shall be applied first in respect of the Canadian Term Loans and interest, fees and other payment Obligations (other than Unasserted Obligations) related thereto payable under the priorities of such clauses (collectively, the **“Canadian Term Loan Obligations”**) until all Canadian Term Loan Obligations are paid in full and next in respect of the other Credit Outstanding payable under the priorities of **clauses (D), (E) and/or (F)** of this **Section 8.02(d)** until paid in full; provided that, in the case of any such application under this sentence or any other like provision under the Loan Documents, Administrative Agent shall (and shall be authorized to) make such adjustments, in its determination (acting at the direction of the Lender Representative), with respect to the application of any further payments or proceeds that would be otherwise (but for this sentence) be applied to the Term Loans ratably, such that the Canadian Term Loans, on one hand, and the other Term Loans, on the other hand, recover in a manner equivalent to a ratable basis after taking into account the this sentence and any other like provision in determining the application of such further payments and proceeds.

(e) Unless otherwise expressly provided for herein or required by applicable Laws, all payments made to any Lending Party for the benefit of Lenders (or any of them) on account of the Obligations (other than that portion of the Obligations consisting of the Outstanding Amount of all Credit Outstanding or any fees payable in connection with the retirement, prepayment or termination of all or a portion of the Obligations) shall be treated as interest for U.S. federal income tax purposes.

(f) **Administrative Agent’s Liability for Collateral.** So long as Administrative Agent and Lenders comply with reasonable banking practices regarding the safekeeping of any collateral the subject of the Collateral Documents, Administrative Agent and Lenders shall not be liable or responsible for: (i) the safekeeping of all or any such collateral; (ii) any loss or damage to all or any such collateral; (iii) any diminution in the value of all or any such collateral; or (iv) any act or default of any carrier, warehouseman, bailee, or other Person. Borrowers bear all risk of loss, damage or destruction of any collateral the subject of the Collateral Documents.

(g) **No Waiver.** Administrative Agent’s or any Lender’s failure, at any time or times, to require strict performance by any Loan Party of any provision of this Agreement or any other

Loan Document shall not waive, affect, or diminish any right of Administrative Agent or such Lender thereafter to demand strict performance and compliance herewith or therewith. Administrative Agent and Lenders have all rights and remedies provided under the Uniform Commercial Code, the PPSA, by law, or in equity. Any amounts paid by Administrative Agent or any Lender on any Loan Party's behalf as provided herein are expenses reimbursable under **Section 10.04** and shall bear interest at the highest interest rate then applicable to any of the Obligations and shall be secured by the collateral the subject of the Collateral Documents. No payments by Administrative Agent or any Lender shall be deemed an agreement to make similar payments in the future or a waiver of any Event of Default by Administrative Agent or any Lender.

SECTION 8.03 [RESERVED].

ARTICLE IX
ADMINISTRATIVE AGENT

SECTION 9.01 **APPOINTMENT AND AUTHORIZATION OF ADMINISTRATIVE AGENT.**

Lender Representative and each Lender hereby irrevocably appoints White Oak to act on its behalf as Administrative Agent hereunder and under the other Loan Documents and authorizes Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to Administrative Agent by the terms hereof and thereof, together with such actions and powers as are reasonably incidental thereto. Except for the provisions of **Section 9.06**, the provisions of this **Article IX** are solely for the benefit of Lending Parties, and neither any Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

SECTION 9.02 **RIGHTS AS A LENDER.**

If the Person serving as Administrative Agent hereunder is also a Lender, such Person shall have the same rights and powers in such capacity(ies) as any other Person in such capacity(ies) and may exercise the same as though it were not Administrative Agent. 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 Parent or any Subsidiary or Affiliate of Parent as if such Person were not Administrative Agent hereunder and without any duty to account therefor to any other Lending Party.

SECTION 9.03 **EXCULPATORY PROVISIONS.**

Administrative Agent and Lender Representative shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and the duties of Administrative Agent and Lender Representative hereunder are administrative in nature. Use of the term "agent" or "representative" in this Agreement or in any other Loan Documents (or any other similar term) with reference to Administrative Agent or Lender Representative does not connote (and is not intended to connote), any fiduciary or other implied (or express) obligation arising under agency doctrine of any applicable law. Instead such term is used as a matter of

market custom, and is intended to create or reflect only an administrative relationship between the contracting parties. Anything herein to the contrary notwithstanding, neither of the Administrative Agent, nor the Lender Representative shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder. None of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Without limiting the generality of the foregoing, Lender Representative and White Oak and its Affiliates, in each of their respective capacities as attorney-in-fact, general partner or manager for one or more of the Lenders, and Administrative Agent:

(a) **No Fiduciary Duties.** Shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) **No Obligations Regarding Certain Actions.** Shall not have any duty to take any discretionary action or exercise any discretionary powers (including any consent, approval, acceptance, election, designation, use of judgment or expression of satisfaction) contemplated hereby or by the other Loan Documents unless directed in writing to take such discretionary action or exercise such discretionary power by Lender Representative or the Required Lenders (or such other number or percentage of Lenders as shall be expressly provided for herein or in any other Loan Documents with respect to such discretionary action or discretionary power); provided that Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose Administrative Agent to liability or that is contrary to any Loan Document or applicable Laws (including any action that may be in violation of the automatic stay or that may effect a forfeiture, modification or termination of a property interest in violation of any applicable bankruptcy/insolvency Laws); provided, further, that, notwithstanding anything to the contrary contained herein, in any other Loan Document or elsewhere, each Lender and each Loan Party hereby acknowledges and agrees that (i) in the case of any agreement, document, instrument, matter or other item that is required under the terms of this Agreement or any other Loan Document to be consented or agreed to, approved by, determined by, selected by, or acceptable or satisfactory to, Administrative Agent (whether subject to a reasonableness standard or otherwise) (each, an "**Agent Required Approval Item**"), Administrative Agent shall be entitled to withhold its consent, agreement or approval to, its determination or selection of, or its acceptance or satisfaction with, or (if applicable) its signature to, such Agent Required Approval Item unless and until Administrative Agent has received a written direction from Lender Representative or the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other applicable Loan Document) directing it to (x) consent or agree to or approve, or to select or indicate its acceptance or satisfaction with, such Agent Required Approval Item and (y) if applicable, execute and deliver (or take any other applicable action with respect to) such Agent Required Approval Item (such written direction being referred to herein as an "**Approval Direction**") and (ii) neither Administrative Agent nor any of its Related Parties shall have any liability to any Lender, any Loan Party or other Person as a result of the Administrative Agent withholding its consent or approval to, its selection of, or its acceptance or satisfaction with, or (if applicable) its signature to, any Agent Required Approval Item in the absence of an Approval Direction in respect thereof (and the provisions of this paragraph shall be in addition to, and not in limitation of, the other exculpatory provisions set forth herein); and, without limiting the foregoing or any other provision of this Agreement or any Collateral Document, Administrative

Agent shall be entitled to take any action or refuse to take any action which Administrative Agent regards as necessary for it to comply with any applicable law, regulation or court order;

(c) **Disclosure Obligations.** Shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity; and

(d) **Limitation on Liability.** Shall not be liable for any action taken or not taken by it: (i) with the consent or at the request of (A) Required Lenders (or such other number or percentage of Lenders as shall be necessary, or as Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in **Section 8.02** and **Section 10.01**) or (B) solely to the extent this Agreement expressly permits Lender Representative to direct Administrative Agent with respect to such action, Lender Representative; or (ii) in the absence of its own bad faith, fraud, gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and non-appealable judgment. Administrative Agent shall be deemed not to have knowledge of any Default, unless and until a Loan Party, or a Lending Party provides written notice to Administrative Agent describing such Default. Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into: (A) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document; (B) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith; (C) 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; (D) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document; or (E) the satisfaction of any condition set forth in **Article IV** or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to Administrative Agent.

(e) **No Risk of Funds.** Shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of its duties under the Loan Documents or in the exercise of any of its rights or powers thereunder.

(f) **Force Majeure.** Shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility under this Agreement or any other Loan Document by reason of any occurrence beyond its control, including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, epidemic, pandemic or quarantine, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility; and

(g) **LIBOR Discontinuance.** Administrative Agent shall not be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement as a result of the unavailability of LIBOR (or other applicable benchmark) and absence of a designated replacement benchmark, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation Lender Representative or the Required Lenders, in providing any direction, instruction, notice or

information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties. Without limiting the foregoing, Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (i) the continuation of, administration of, submission of, calculation of or any other matter related to any replacement benchmark rate of interest, any component definition thereof or rates referenced in any definition thereof or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, such benchmark prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any administrative or other related changes.

Without limiting the generality of the foregoing, in no event shall Lender Representative, White Oak or any of its Affiliates, in each of their respective capacities as attorney-in-fact, general partner or manager for one or more of the Lenders, or Administrative Agent have any liability or responsibility for any action or inaction by any of the Lenders in connection with the Loan Documents or the transactions contemplated thereby.

SECTION 9.04 RELIANCE BY ADMINISTRATIVE AGENT.

Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (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. Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of any Term Loan that by its terms must be fulfilled to the satisfaction of a specified Lending Party, Administrative Agent may presume that such condition is satisfactory to such Lending Party, unless Administrative Agent shall have received notice to the contrary from such Lending Party prior to the making of any Term Loan. Administrative Agent may consult with legal counsel (who may be counsel for any Loan Party, Lender Representative or any Lender), independent accountants and other experts it selects and shall not be liable for any action it takes or does not take in accordance with the advice of any such counsel, accountants or experts.

SECTION 9.05 DELEGATION OF DUTIES.

Administrative 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 any one or more sub-agents it appoints. Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this **Article IX** shall apply to any such sub-agent and to the Related Parties of Administrative Agent and any such subagent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein, as well as activities as Administrative Agent. Administrative Agent shall not be responsible or have any liability for the negligence or misconduct of any sub-agent except and to the extent that a court of competent jurisdiction determines by a final and non-appealable judgment that the

Administrative Agent acted with gross negligence or willful misconduct in the appointment of such sub-agent.

SECTION 9.06 RESIGNATION OR REMOVAL OF ADMINISTRATIVE AGENT.

(a) Administrative Agent may at any time give notice of its resignation to Lending Parties and Administrative Borrower. Upon receipt of any such notice of resignation, Lender Representative or Required Lenders shall have the right, with, unless an Event of Default exists, the consent of Administrative Borrower (which consent shall not be unreasonably withheld or delayed), to appoint a successor. If no such successor shall have been so appointed by Lender Representative or Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Lender Representative or Required Lenders (the "**Resignation Effective Date**"), then the retiring Administrative Agent may on behalf of Lending Parties, appoint a successor Administrative Agent meeting the qualifications set forth in this **Section 9.06**; *provided*, that if Administrative Agent shall notify Lending Parties and Administrative Borrower that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice on the Resignation Effective Date.

(b) At any time and for any reason, including if the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Lender Representative or Required Lenders may, by notice in writing to Administrative Borrower and such Person remove such Person as Administrative Agent and appoint a successor. If no such successor shall have been so appointed by the Lender Representative or Required Lenders and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Lender Representative or Required Lenders) (the "**Removal Effective Date**"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable), (i) the retiring or removed Administrative 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 Administrative Agent on behalf of any Lending Party under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed), and (b) all payments, communications and determinations provided to be made by, to or through Administrative Agent shall instead be made by or to each Lending Party directly, until such time as Lender Representative or Required Lenders appoint a successor Administrative Agent as provided for in this **Section 9.06**. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) or removed Administrative Agent, and the retiring or removed Administrative 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 in this **Section 9.06**). The fees payable by Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrowers and such successor Administrative Agent. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan

Documents, the provisions of this **Article IX, Section 2.08** and **Section 10.04** shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

SECTION 9.07 NON-RELIANCE ON ADMINISTRATIVE AGENT AND OTHER LENDERS.

Each Lending Party acknowledges that it has, independently and without reliance upon Administrative Agent, any other Lending Party or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lending Party also acknowledges that it will, independently and without reliance upon Administrative Agent, any other Lending Party or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 9.08 NO OTHER DUTIES, ETC.

Notwithstanding anything to the contrary contained herein, no Person identified herein or on the facing page or signature pages hereof as a “Documentation Administrative Agent,” “Co-Administrative Agent,” “Book Manager,” “Book Runner,” “Arranger,” “Lead Arranger,” “Co-Lead Arranger” or “Co-Arranger,” if any, shall have or be deemed to have any right, power, obligation, liability, responsibility or duty under this Agreement or the other Loan Documents, other than: (a) in such Person’s capacity as: (i) Administrative Agent or a Lender hereunder; and (ii) an Indemnitee hereunder; or (b) under **Section 9.05**.

SECTION 9.09 ADMINISTRATIVE AGENT MAY FILE PROOFS OF CLAIM.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, Administrative Agent (irrespective of whether the principal of the Term Loans shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent shall have made any demand on Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise: (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Term 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 Lending Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of Lending Parties and their respective agents and counsel and all other amounts due Lending Parties under **Sections 2.04, Section 2.09 and Section 10.04**) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, interim receiver, receiver manager, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lending Party to make such payments to Administrative Agent and, in the event that Administrative Agent shall consent to the making of such payments directly to

Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under **Section 2.09** and **Section 10.04**. Nothing contained herein shall be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lending Party any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lending Party or to authorize Administrative Agent to vote in respect of the claim of any Lending Party in any such proceeding.

SECTION 9.10 GUARANTY MATTERS.

Each Lending Party hereby: (a) irrevocably authorizes Administrative Agent, at its option and in its discretion, to release any Guarantor from its obligations under a Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and (b) agrees that, upon request by Administrative Agent at any time, it will confirm in writing Administrative Agent's authority to release any such Guarantor pursuant to this **Section 9.10**.

SECTION 9.11 COLLATERAL AND OTHER MATTERS.

(a) **Directions by Lenders.** Each Lender hereby irrevocably authorizes and directs Administrative Agent: (i) to enter into the Collateral Documents for the benefit of such Person; (ii) without the necessity of any notice to or further consent from any such Person from time to time prior to an Event of Default, to take any action with respect to any Collateral Documents or the collateral the subject thereof that may be necessary to perfect and maintain perfected the Liens upon the collateral granted pursuant to the Collateral Documents; (iii) to release any Lien on any property granted to or held by Administrative Agent under any Loan Document: (A) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than Unasserted Obligations); (B) that is sold or to be sold as part of or in connection with any Disposition permitted hereunder or under any other Loan Document; (C) subject to **Section 10.01**, if approved, authorized or ratified in writing by Required Lenders; or (D) in connection with any foreclosure sale or other disposition of any collateral the subject of any Collateral Document after the occurrence of an Event of Default; (iv) subject to **Section 10.01**, to subordinate any Lien on any property granted to or held by Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by this Agreement or any other Loan Document to be senior to the Lien of Administrative Agent; (v) to consent to the sale of, credit bid, or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code (or any other applicable Bankruptcy Law), including Section 363 of the Bankruptcy Code (or any similar provision of any other applicable Bankruptcy Law); (vi) to credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code (or any other applicable Laws), including pursuant to Section 9-610 or 9-620 of the Code (or any similar provision of any other applicable Laws); and (vii) to credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any other sale or foreclosure conducted or consented to by Administrative Agent in accordance with applicable law in any judicial action or proceeding or by the exercise of any legal or equitable remedy. In connection with any such credit bid or purchase, (i) the Obligations owed to

the Lenders shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not impair or unduly delay the ability of Administrative Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such contingent or unliquidated claims cannot be estimated without impairing or unduly delaying the ability of Administrative Agent to credit bid at such sale or other disposition, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the Collateral that is the subject of such credit bid or purchase) and the Lenders whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the Collateral that is the subject of such credit bid or purchase (or in the Equity Interests of the any entities that are used to consummate such credit bid or purchase), and (ii) Administrative Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by any entities used to consummate such credit bid or purchase and in connection therewith Administrative Agent may reduce the Obligations owed to the Lenders (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Upon request by Administrative Agent at any time, each Lender will confirm in writing Administrative Agent's authority to release or subordinate its interest in particular types or items of collateral the subject of any Collateral Document pursuant to this **Section 9.11**. Notwithstanding the foregoing, Administrative Agent shall not take any actions to enforce its rights with respect to or foreclose upon any Collateral except at the direction of Lender Representative or Required Lenders; provided that if Administrative Agent is prohibited by any court order or applicable law from taking any such action, Administrative Agent shall not be obligated to take such action until authority to do so is obtained. All decisions with respect to the type of action which is to be commenced by Administrative Agent with respect to enforcement against or foreclosure upon any Collateral shall be made by, and all actions with respect to prosecution and settlement of any such action shall require the direction of, Lender Representative or Required Lenders, and Administrative Agent shall not be required to take any such action in the absence of any such direction.

(b) **Certain Actions by Administrative Agent.** Subject to **Section 9.11(a)(iii)** and **Section 9.11(a)(iv)**, Administrative Agent shall (and is hereby irrevocably authorized by each Lender to) execute such documents as may be necessary to evidence the release or subordination of Liens granted to Administrative Agent herein or pursuant hereto upon the applicable collateral; *provided*, that: (i) Administrative Agent shall not be required to execute any such document on terms that, in Administrative Agent's opinion, would expose Administrative Agent to or create any liability or entail any consequence other than the release or subordination of such Liens without recourse or warranty; and (ii) such release or subordination shall not in any manner discharge, affect or impair the Obligations or any Liens upon (or obligations of Borrowers or any other Loan Party in respect of) all interests retained by Borrowers or any other Loan Party, including the proceeds of the sale, all of which shall continue to constitute part of the collateral the subject of the Collateral Documents. In the event of any sale or transfer of any collateral the subject of any of the Collateral Documents, or any foreclosure with respect to any of the collateral the subject of any of the Collateral Documents, Administrative Agent shall be authorized to deduct all expenses reasonably incurred by Administrative Agent from the proceeds of any such sale, transfer or foreclosure.

(c) **No Obligations Regarding Certain Actions.** Administrative Agent shall have no obligation whatsoever to any Lending Party or any other Person to assure that all or any of the collateral the subject of the Collateral Documents exists or is owned by any Borrower or any other Loan Party or is cared for, protected or insured or that the Liens granted to Administrative Agent herein or in any of the Collateral Documents or pursuant hereto or thereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to Administrative Agent in this **Section 9.11** or in any of the Collateral Documents, it being understood and agreed that in respect of the collateral the subject of the Collateral Documents, or any act, omission or event related thereto, Administrative Agent may act in any manner it may deem appropriate, in its sole discretion, if Administrative Agent has an interest in the collateral the subject of the Collateral Documents by virtue of being one of the Lending Parties. For the avoidance of doubt, nothing herein shall require Administrative Agent to file financing statements or continuation statements, or be responsible for perfecting or maintaining the security interests purported to be created in any Collateral for the benefit of the Lending Parties (except for the safe custody by Administrative Agent of any Collateral in its possession and the accounting for moneys actually received by it hereunder) and such responsibility shall be solely that of Lender Representative.

(d) **Environmental Liabilities.** If Administrative Agent is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any obligation for the benefit of another, which in Administrative Agent's sole discretion may cause it to be considered an "owner or operator" under any Environmental Law, or otherwise cause Administrative Agent to incur any Environmental Liability, Administrative Agent reserves the right, instead of taking such action, to either resign as Administrative Agent in accordance with **Section 9.06** or arrange for the transfer of the title or control of the asset to a court-appointed receiver. Except for such claims or actions arising directly from the gross negligence or willful misconduct of Administrative Agent, Administrative Agent shall not be liable to any Person for any Environmental Claims or contribution actions under any Environmental Law by reason of Administrative Agent's actions and conduct as authorized, empowered and directed hereunder or relating to the discharge, release or threatened release of hazardous materials into the environment.

(e) **Appointment of Lending Parties as Agents.** Each Lending Party hereby appoints each other such Person as agent for the purpose of perfecting Administrative Agent's or such Person's security interest in assets that, in accordance with Article 9 of the Uniform Commercial Code, or, if applicable, the PPSA, can be perfected only by possession. Should any such Person (other than Administrative Agent) obtain possession of any collateral the subject of the Collateral Documents, such Person shall notify Administrative Agent thereof, and, promptly upon Administrative Agent's request therefor, shall deliver such collateral to Administrative Agent or in accordance with Administrative Agent's instructions.

SECTION 9.12 ERRONEOUS PAYMENTS

(a) If Administrative Agent notifies a Lender (or any Person who has received funds on behalf of a Lender) (any such Lender or other recipient, a “**Payment Recipient**”) that Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of Administrative Agent, and such Lender 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, return to Administrative 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), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender hereby further 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 Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by Administrative 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 Administrative Agent (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (1) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from Administrative Agent to the contrary) or (2) an error 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 Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying Administrative Agent pursuant to this Section 9.12(b).

(c) Each Lender hereby authorizes Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise

payable or distributable by Administrative Agent to such Lender from any source, against any amount due to Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by Administrative Agent for any reason, after demand therefor by Administrative Agent 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 Administrative Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Term Loans (but not its Commitments) of the relevant class of Term Loans 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 Administrative Agent may specify) (such assignment of the Term Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment Deficiency Assignment**") at par plus any accrued and unpaid interest (with the assignment fee to be waived by Administrative Agent in such instance), and is hereby (together with the Borrowers) deemed to execute and deliver an Assignment and Assumption Agreement as to which Administrative Agent and such parties are participants with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any promissory notes evidencing such Term Loans to the Borrowers or Administrative Agent, (ii) Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender 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 and (iv) Administrative Agent may reflect in the Register its ownership interest in the Term Loans subject to the Erroneous Payment Deficiency Assignment. Administrative Agent may, in its discretion, sell any Term 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 Term Loan (or portion thereof), and Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). 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. In addition, each party hereto agrees that, except to the extent that Administrative Agent has sold a Term Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether Administrative Agent may be equitably subrogated, Administrative Agent shall be automatically (and without any further action) contractually subrogated to all the rights and interests of the applicable Lender under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the "**Erroneous Payment Subrogation Rights**").

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party,

except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by Administrative Agent from the Borrowers or any other Loan Party for the purpose of making such Erroneous Payment.

(f) To the extent not prohibited 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 Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 9.12 shall survive the resignation or replacement of Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE X GENERAL PROVISIONS

SECTION 10.01 AMENDMENTS, ETC.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Borrower or any other Loan Party therefrom, shall be effective unless in writing signed (x) in the case of any amendment necessary to implement the terms of an Incremental Facility in accordance with the terms hereof, by Borrowers, Administrative Agent and the Lenders providing such Incremental Facility or (y) by Required Lenders (or Administrative Agent at the written direction of Required Lenders (such direction may be by electronic means)) and Borrowers or the other applicable Loan Party, as the case may be, with a copy provided to Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, that no such amendment, waiver or consent shall:

(i) Unless in writing and signed by Borrowers and each Lender directly and adversely affected by such amendment, waiver or consent, with a copy provided to Administrative Agent, do any of the following:

(A) increase, reinstate or extend the expiry of, the Commitment of any Lender (or reinstate any such Commitment to the extent terminated pursuant to **Section 8.02**);

(B) postpone, waive or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, the Make-Whole Amount, fees or other amounts due to any Lender hereunder or under any other Loan Document, including any prepayments specified under **Section 2.03**, or reduce the amount due to any Lender on any such date;

- (C) reduce or forgive the principal of, or the rate of interest or the Make-Whole Amount specified herein on, any or all of the Term Loans or other amounts payable to any Lender hereunder or under any other Loan Document; or
- (D) amend any provision herein providing for consent or other action by Required Lenders; or
- (E) except as otherwise expressly provided in this Agreement or any of the Collateral Documents (as each is in effect on the date hereof) or except as permitted or contemplated under the Intercreditor Agreement, (1) subordinate, or have the effect of subordinating, the Obligations hereunder in right of payment to any other Debt, or (2) subordinate, or have the effect of subordinating, the Liens securing the Obligations to Liens securing any other Debt; or

(ii) Unless in writing and signed by all Lenders and Borrowers, with receipt acknowledged by Administrative Agent, do any of the following:

- (A) amend this **Section 10.01**, **Section 2.03(d)**, **Section 2.09** or **Section 8.02(d)**, or any other provision providing for the pro rata sharing of payments among Lenders, or any provision herein providing for consent or other action by all Lenders;
- (B) release, compromise or subordinate all or any portion of the collateral the subject of the Collateral Documents and securing the Obligations, except as otherwise expressly provided in this Agreement or any of the Collateral Documents (as each is in effect on the date hereof) or except as permitted or contemplated under the Intercreditor Agreement, or amend in a manner adverse to the Lenders the definition of the obligations secured by any of the Collateral Documents;
- (C) release, compromise, subordinate or terminate any of the Guarantees, except as otherwise expressly provided herein or in any of the Loan Documents;
- (D) amend the definition of “**Maturity Date**” contained in **Section 1.01**;
- (E) amend the definition of “**Required Lenders**” contained in **Section 1.01**; or
- (F) amend **Section 10.06(b)(v)**;

provided further, that notwithstanding anything to the contrary contained herein: (1) no amendment, waiver or consent shall, unless in writing and signed by Administrative Agent in addition to such Lenders as are otherwise required by this **Section 10.01**, affect the rights or duties of Administrative Agent under this Agreement or any other Loan Document; (2) no amendment, waiver or consent shall, unless in writing and signed by Lender Representative in addition to such Lenders as are otherwise required by this **Section 10.01**, affect the rights or

duties of Lender Representative under this Agreement or any other Loan Document; (3) no consent of Borrowers shall be required with respect to any amendment or waiver described in **Section 10.01(a)(i)(D)**, **Section 10.01(a)(ii)(A)** or **Section 10.01(a)(ii)(F)**, if at the time of such amendment or waiver a Specified Event of Default exists; (4) Administrative Agent (at the direction of Lender Representative) and Borrowers, without the consent of either Required Lenders or all Lenders, may execute amendments to this Agreement and the other Loan Documents, to (v) extend any financial reporting deadline, (w) amend, supplement or otherwise modify the Fee Letter, (x) cure any ambiguity, omission, defect or inconsistency therein, (y) grant a new Lien for the benefit of the Administrative Agent (on behalf of the Lenders) extend an existing Lien over additional property for the benefit of the Administrative Agent (on behalf of the Lenders) or join additional Persons as Loan Parties or (z) add one or more pari passu Incremental Facilities to this Agreement pursuant to Section 2.13 and to permit the pari passu extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof and to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders; and (5) no amendment, waiver or consent shall, unless in writing and signed by Administrative Agent and each DDTL Lender directly affected thereby (or by Administrative Agent with the consent of such DDTL Lender directly affected thereby) in addition to the Required Lenders (or by Administrative Agent with the consent of the Required Lenders) and Borrowers) (x) amend or waive compliance with the conditions precedent to the obligations of the DDTL Lenders to make any DDTL Term Loan in **Section 4.03** or (y) amend or waive this **Section 10.01** or the definitions of the terms used in this subclause (5) insofar as the definitions affect the substance of this subclause (5). Notwithstanding the foregoing, each Transaction Document (as defined in the Restructuring Agreement) other than the Third Amendment and this Agreement may be amended, modified or waived in accordance with its terms even if such Transaction Document may also otherwise constitute a Loan Document hereunder.

(b) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption Agreement or in any amendment or other modification hereof or of any other Loan Document (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Upon the request of Administrative Agent, Borrowers shall deliver, or cause to be delivered, a manually executed, original counterpart of any electronic signature to this Agreement or any Loan Document.

(c) This Agreement and the other Loan Documents constitute the entire agreement among the parties relating to the subject matter hereof and supersede any and all previous documents, agreements and understandings, oral or written, relating to the subject matter hereof.

(d) Except as otherwise expressly provided in **Article IV**, this Agreement shall become effective when it shall have been executed and delivered by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telefacsimile or electronically in portable document format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.02 NOTICES; ELECTRONIC COMMUNICATIONS.

(a) **Notices Generally.** Except in the case of communications expressly permitted to be given by telephone (and except as provided in **Section 10.02(b)**), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, sent by telefacsimile transmission or sent by approved electronic communication in accordance with **Section 10.02(b)**, and all notices and any communications expressly permitted to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Borrower, any Guarantor, Lender Representative or Administrative Agent, to the address, telefacsimile number, e-mail address or telephone number specified for such Person on **Schedule 10.02**; and

(ii) if to any Lender, to the address, telefacsimile number, e-mail address or telephone number specified in its Administrative Detail Form.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, and notices sent by telefacsimile transmission or by means of approved electronic communication shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient); *provided*, that notices delivered through electronic communications to the extent provided by **Section 10.02(b)** shall be effective as provided in such subsection (b).

(b) Electronic Communications.

(i) Each Lender agrees that notices and other communications to it hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent; *provided*, that the foregoing shall not apply to notices to any Lender pursuant to **Article II** if such Lender has notified Administrative Agent that it is incapable of receiving notices under **Article II** by electronic communication; *provided further*, that as of the date hereof, each Lender that is a party hereto confirms that it is capable of receiving notices under **Article II** by electronic communication. In furtherance of the foregoing, each Lender hereby agrees to notify Administrative Agent in writing, on or before the date such Lender becomes a party to this Agreement, of such Lender's email address to which a notice may be sent (and from time to time thereafter to ensure that Administrative Agent has on record an effective e-mail address for such Lender). Each of Administrative Agent and Administrative Borrower may, in such Person's discretion,

agree to accept notices and other communications to it hereunder by means of electronic communication pursuant to procedures approved by it; *provided*, that approval of such procedures may be limited to particular notices or communications.

Unless Administrative Agent otherwise prescribes: (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided*, that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient; and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (A) of notification that such notice or communication is available and identifying the website address therefor.

(ii) Each Loan Party hereby acknowledges that: (A) Administrative Agent may make Specified Materials available to Lending Parties by posting some or all of the Specified Materials on an Electronic Platform; (B) the distribution of materials and information through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with any such distribution; (C) the Electronic Platform is provided and used on an "AS IS," "AS AVAILABLE" basis; and (D) neither Administrative Agent nor any of its Affiliates warrants the accuracy, completeness, timeliness, sufficiency or sequencing of the Specified Materials posted on the Electronic Platform.

ADMINISTRATIVE AGENT, ON BEHALF OF ITSELF AND ITS AFFILIATES, EXPRESSLY AND SPECIFICALLY DISCLAIMS, WITH RESPECT TO THE ELECTRONIC PLATFORM, DELAYS IN POSTING OR DELIVERY, OR PROBLEMS ACCESSING THE SPECIFIED MATERIALS POSTED ON THE ELECTRONIC PLATFORM, AND ANY LIABILITY FOR ANY LOSSES, COSTS, EXPENSES OR LIABILITIES THAT MAY BE SUFFERED OR INCURRED IN CONNECTION WITH THE ELECTRONIC PLATFORM. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES IN CONNECTION WITH THE ELECTRONIC PLATFORM.

(iii) Each Lender hereby agrees that notice to it in accordance with **Section 10.02(b)(i)** specifying that any Specified Materials have been posted to the Electronic Platform shall, for purposes of this Agreement, constitute effective delivery to such Lender of such Specified Materials. EACH LENDER: (A) ACKNOWLEDGES THAT THE SPECIFIED MATERIALS, INCLUDING INFORMATION FURNISHED TO IT BY ANY LOAN PARTY OR ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THE LOAN DOCUMENTS, MAY INCLUDE

MATERIAL, NON-PUBLIC INFORMATION CONCERNING THE LOAN PARTIES AND THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE SECURITIES; AND (B) CONFIRMS THAT: (1) IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL, NON-PUBLIC INFORMATION; (2) IT WILL HANDLE SUCH MATERIAL, NON-PUBLIC INFORMATION IN ACCORDANCE WITH SUCH PROCEDURES AND APPLICABLE LAWS, INCLUDING FEDERAL AND STATE SECURITIES LAWS; AND (3) TO THE EXTENT IT HAS SUCH A PERSON, IT HAS IDENTIFIED IN ITS ADMINISTRATIVE DETAIL FORM A CONTACT PERSON WHO MAY RECEIVE SPECIFIED MATERIALS THAT MAY CONTAIN MATERIAL, NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAWS.

(c) **Change of Address, Etc.** Administrative Borrower and Administrative Agent may change their respective address(es), telefacsimile number(s), telephone number(s) or e-mail address(es) for notices and other communications hereunder by notice to the other parties hereto. Each Lender may change its address(es), telefacsimile number(s), telephone number(s) or e-mail address(es) for notices and other communications hereunder by notice to Administrative Borrower and Administrative Agent.

(d) **Reliance by Lending Parties.** Lending Parties shall be entitled to rely and act upon any notices purportedly given by or on behalf of any Loan Party even if: (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein; or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Borrowers shall indemnify each Indemnitee from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Loan Party in accordance with **Section 10.04(b)**. All telephonic notices to and other telephonic communications with Administrative Agent may be recorded by Administrative Agent, and each of the parties hereto hereby consents to such recording.

SECTION 10.03 NO WAIVER; CUMULATIVE REMEDIES.

No failure by Administrative Agent or any other Lending Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; no single or partial exercise of any right, remedy, power or privilege hereunder shall 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.

SECTION 10.04 EXPENSES; INDEMNITY; DAMAGE WAIVER.

(a) **Costs and Expenses.** Borrowers shall pay: all reasonable and documented out-of-pocket expenses (including all wire transfer and other bank charges incurred in connection with this Agreement) incurred by Administrative Agent, Lender Representative, Lenders and their respective Affiliates (including the reasonable and documented out-of-pocket fees, charges and disbursements of counsel and tax advisors; *provided*, that no such counsel or

tax advisor fees shall include allocated costs of in-house counsel or in-house tax advisors; *provided further*, that the fees and expenses of counsel or tax advisors, as applicable, shall in any event be limited to (A) one primary counsel for Administrative Agent, (B) one primary counsel for White Oak, (C) one primary counsel and one tax advisor for Fiera Comox so long as Fiera Comox (or an Affiliate) is a Lender, (D) one local counsel for White Oak, Administrative Agent and the Lenders taken as a whole in each relevant jurisdiction, including Canada, and one specialty counsel in each reasonably necessary specialty area for White Oak, Administrative Agent and the Lenders taken as a whole, and (E) one additional counsel in each relevant jurisdiction or specialty area (including insolvency law) to each group of similarly situated affected persons for White Oak, Administrative Agent and the Lenders if one or more actual or potential conflicts of interest arise, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of, or consents relating to, the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and in connection with the enforcement or protection of its rights under this Agreement and the other Loan Documents, including its rights under this **Section 10.04**; or under the Term Loans made hereunder, including all such out-of-pocket expenses incurred during any workout or restructuring (or negotiations in connection with the foregoing) in respect of such Term Loans.

(b) **Indemnification by Borrowers.** Subject to **Section 10.04(a)**, Borrowers shall indemnify each Indemnitee against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented out-of-pocket fees, charges and disbursements of any counsel for any Indemnitee; *provided*, that no such counsel fees shall include allocated costs of in-house counsel (limited to (A) one counsel for Administrative Agent and its related Indemnitees, (B) one counsel for all other Indemnitees taken as a whole, (C) one local counsel for all Indemnitees taken as a whole in each relevant jurisdiction, (D) one additional counsel in each relevant jurisdiction to each group of similarly situated affected Indemnitees if one or more actual or potential conflicts of interest arise, and (E) with Administrative Borrower's prior consent, such other counsel as White Oak reasonably determines is necessary (such consent not to be unreasonably withheld or delayed)), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Borrower or any other Loan Party arising out of, in connection with, or as a result of: (i) the execution or delivery of this Agreement, any other Loan Document, the Restructuring Agreement, any other Transaction Document or any document contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby; (ii) the Term Loans or the use or proposed use of the proceeds therefrom; (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by Parent, any Subsidiary thereof or any other Loan Party, or any Environmental Claim or Environmental Liability related in any way to Parent, any Subsidiary thereof or any other Loan Party; or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Parent, any Subsidiary thereof or any other Loan Party, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee (collectively, the "**Indemnified Liabilities**"); *provided*, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses,

claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from (i) the bad faith, fraud, gross negligence or willful misconduct of such Indemnitee or any controlling persons or controlled affiliate of such Indemnitee or any of its controlling persons or controlled affiliates, (ii) such Indemnified Liabilities arise from any dispute solely among such Indemnitee (other than any actions (I) against an Indemnitee solely in its capacity in or fulfilling its role as Administrative Agent or any similar role under this Agreement or the Loan Documents, unless such actions arise from gross negligence, fraud, bad faith or willful misconduct of such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (II) arising out of any act of omission of any Borrower, any Guarantor or any of their Affiliates), or (iii) determined by a final, non-appealable judgment of a court of competent jurisdiction, that such Indemnified Liabilities resulted from a breach of the obligations by such Indemnitee or by any controlling persons or controlled affiliates of such Indemnitee. This **Section 10.04(b)** shall not apply to Taxes other than any Taxes that constitute losses, claims, damages, liabilities or expenses arising from any non-Tax action, claim, litigation, investigation or proceeding.

(c) **Reimbursement by Lenders.** If any Borrower for any reason fails to pay when due any amount that it is required to pay under **Section 10.04(a)** or **Section 10.04(b)** to Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share based on its Percentage Shares (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *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 Administrative Agent (or any such sub-agent) or any Related Party of any of the foregoing acting for Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of Lenders under this subsection (c) are subject to the provisions of **Section 2.10(d)**.

(d) **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by applicable Laws, each Loan Party and each Lending Party shall not assert, and hereby waives, any claim against any Indemnitee or Loan Party, as applicable, 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 document contemplated hereby, the transactions contemplated hereby or thereby, the Term Loans or the use of the proceeds thereof. No Indemnitee referred to in **Section 10.04(b)** nor any Loan Party 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. Parent and each Borrower each acknowledges that as of the Effective Date, White Oak and certain of its Affiliates are signing this agreement in their respective capacities as attorney-in-fact, general partner or manager for each of the Lenders solely for administrative purposes, and neither White Oak nor any of its Affiliate shall have any responsibility or liability for any action taken by any of the Lenders, nor shall White Oak or any of its Affiliates have any obligation to disclose any information regarding any of the Lenders to any Loan Party or any other Person.

(e) **Payments.** All amounts due under this **Section 10.04** shall be payable not later than thirty days after written demand therefor.

(f) **Survival.** The agreements in this **Section 10.04** shall survive the resignation or removal of Administrative Agent, the termination of the Aggregate Commitments and the payment in full, satisfaction or discharge of all other Obligations.

SECTION 10.05 MARSHALLING; PAYMENTS SET ASIDE.

Neither Administrative Agent nor any other Lending Party shall be under any obligation to marshal any asset in favor of any Borrower or any other Person or against or in payment of any or all of the Obligations. To the extent that any payment by or on behalf of any Borrower is made to Administrative Agent or any other Lending Party, or Administrative Agent or any other Lending Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Administrative Agent or any other Lending Party in such Person's discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Bankruptcy Law or otherwise, then: (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred; and (b) each Lending Party severally agrees to pay to Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by Administrative Agent *plus* interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate. The obligations of each Lending Party under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 10.06 SUCCESSORS AND ASSIGNS.

(a) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither any Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Administrative Agent and each Lending Party, and no Lender may assign or otherwise transfer any of its rights or obligation hereunder except: (i) in accordance with the provisions of subsection (b) of this **Section 10.06**; (ii) by way of a participation recorded in a Participant Register in accordance with the provisions of subsection (d) of this **Section 10.06**; or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (e) of this **Section 10.06**; and any other attempted assignment or transfer by any party hereto shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this **Section 10.06** and, to the extent expressly contemplated hereby, the Related Parties of each of Administrative Agent and each other Lending Party) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by any Lender.** Any Lender may at any time assign to one or more assignees (other than a natural person or a Defaulting Lender) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and any Term Loan at the time owing to it); *provided*, that any such assignment shall be subject to the following conditions:

(i) **Minimum Amounts.**

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment (if any) and any Term Loan at the time owing to it, no minimum amount need be assigned;

(B) in any case not described in the immediately preceding subclause (A), the aggregate amount of any Commitment (which, for this purpose, includes the Outstanding Amount of any Term Loan) or, if the applicable Commitment is not then in effect, the Outstanding Amount of any Term Loan 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 Administrative Agent) shall not be less than C\$1,000,000 or \$1,000,000, as applicable, in the case of any assignment in respect of the Outstanding Amount of any Term Loan, unless (I) Lender Representative consents (which consent shall not be unreasonably withheld or delayed), and (II) [Reserved].

(ii) **Proportionate Amounts.** Each partial assignment shall be made as an assignment of a proportionate part of all of the assigning Lender's rights and obligations under this Agreement with respect to the Term Loans or Commitment assigned.

(iii) **Required Consents.** No consent shall be required for any assignment other than:

(A) any consent required by required by **Section 10.06(b)(i)(B);**

(B) [Reserved]; and

(C) the consent of Lender Representative (which consent shall not be unreasonably withheld or delayed) if such assignment is: (I) an assignment of a Commitment to a Person (irrespective of whether such Person is an Eligible Assignee) who does not then have a Commitment; or (II) an assignment of the Term Loans to a Person that is not an Eligible Assignee.

(iv) **Assignment and Assumption.** The parties to each assignment shall execute and deliver to Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; *provided*, that Administrative Agent: (A) may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment (which election has been made relative to the Lender Contribution Agreement); and (B) shall waive such processing and recordation fee in the case of any assignment by a Lender to an Eligible Assignee. The assignee, if it is not a Lender, shall deliver to Administrative Agent an Administrative Detail Form and all

documentation and other information with respect to the assignee that is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act. Each such assignee shall be deemed to be bound by Section B of the Fee Letter.

(v) No Assignment to any Loan Party. No such assignment shall be made to any Loan Party or any of its Affiliates or Subsidiaries, unless otherwise agreed to by the Required Lenders.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by Administrative Agent pursuant to subsection (c) of this **Section 10.06**, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of the assigning 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 Lending Party’s rights and obligations under this Agreement, such Lending Party shall cease to be a party hereto) but shall continue to be entitled to the benefits of **Section 2.07**, **Section 2.08** and **Section 10.04** with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, Borrowers (at their expense) shall execute and deliver Notes to the assignee Lending Party. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this **Section 10.06**. The contribution and transfers effected pursuant to the Lender Contribution Agreement shall be deemed to be an assignment made in compliance with the terms of this subsection for all purposes hereof.

Notwithstanding anything to the contrary contained in this Agreement or any of the other Loan Documents: (A) no Lender shall be required to comply with this **Section 10.06(b)** in connection with any assignment of all or any portion of its rights and other obligations under or relating to any Term Loan, this Agreement and the other Loan Documents to any Affiliate of such Lender (other than any Loan Party, any Affiliate thereof or a natural person) or any Approved Fund related to such Lender, and such Lender shall have no obligation to disclose any such assignment to any such Person; *provided*, that such Lender shall continue to be liable as a “**Lender**” under this Agreement and the other Loan Documents until such time, if at all, that such Lender and such other Person have complied with the provisions of this **Section 10.06(b)** in order for such other Person to become a “**Lender**” hereunder; (B) a Lender may pledge, or grant a security interest in, all or any portion of its rights and other obligations under or relating to any Term Loan, this Agreement and the other Loan Documents to a financial institution or other funding source (other than any Loan Party, any Affiliate thereof or any natural person) or any trustee or agent therefor in support of obligations owing by such Lender to such Person(s); and (C) any Lender which is a fund may pledge, or grant a security interest in, all or any portion of its rights and other obligations under or relating to any Term Loan, this Agreement and the other Loan Documents to its trustee (except if such trustee is any Loan Party, any Affiliate thereof or a

natural person) in support of its obligation to its trustee; and (D) no pledge or grant of a security interest pursuant to the immediately preceding clauses (B) or (C) shall release the transferor Lender from any of its obligations hereunder or under any of the other Loan Documents and such Lender shall continue to be liable as a “**Lender**” under this Agreement and the other Loan Documents until such time, if at all, that such Lender and such other Person have complied with the provisions of this **Section 10.06(b)** in order for such other Person to become a “**Lender**” hereunder. The Administrative Agent shall have no responsibility or liability for monitoring or enforcing the list of Disqualified Institution or for any assignment or participation to a Disqualified Institution.

The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution.

(c) **Register.** Administrative Agent, acting solely for this purpose as a non-fiduciary agent of Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a Register. The entries in the Register shall be conclusive, absent manifest error, and Borrowers and Lending Parties may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrowers and each Lender at any reasonable time and from time to time upon reasonable prior written notice. In addition, at any time that a request for consent to a material or substantive change to the Loan Documents is pending, any Lender wishing to consult with other Lenders in connection therewith may request and receive from Administrative Agent a copy of the Register.

(d) **Participations.** Any Lender may at any time, without the consent of, or notice to, Borrowers or Administrative Agent, sell participations to any Person (other than a natural Person, any Loan Party or any Loan Party’s Affiliates or Subsidiaries) (each, a “**Participant**”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or any Term Loan owing to it); *provided*, that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) Borrowers, Administrative Agent and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under **Section 2.08(d)** with respect to any payments made by such Lender to its Participant(s).

Any document pursuant to which a Lender sells such a participation shall provide that such Person shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents; *provided*, that such document may provide that such Person will not, without the consent of the Participant, agree to any amendment, waiver or other modification

described in the first proviso to **Section 10.01** that affects such Participant. Each Borrower agrees that each Participant shall be entitled to the benefits of **Section 2.07** and **Section 2.08**, (subject to the requirements and limitations therein) (it being understood that the documentation required under **Section 2.08(f)** shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to **Section 10.06(b)**; *provided*, that such Participant shall not be entitled to receive any greater payment under **Section 2.07** or **Section 2.08**, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by applicable Laws, each Participant also shall be entitled to the benefits of **Section 10.08** as though it were a Lender; *provided*, that such Participant agrees to be subject to **Section 2.09** as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Term Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided*, that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender owing to a Federal Reserve Bank; *provided*, that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) **Electronic Execution of Assignments.** The words "**execution**," "**signed**," "**signature**," and words of like import in 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 recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, 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.

SECTION 10.07 TREATMENT OF CERTAIN INFORMATION; CONFIDENTIALITY.

Administrative Agent and each other Lending Party each severally (and not jointly) agrees to maintain the confidentiality of the Information, except that Information may be

disclosed (including by means of the Electronic Platform): (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors, representatives and funding and financing sources (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and agree to keep such Information confidential on the same terms as provided herein); (b) to the extent requested by any regulatory authority, purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners); *provided*, that any inquiry by such regulatory authority relates solely and specifically to this Agreement, Administrative Agent or such Lender, as applicable, shall notify Administrative Borrower of such inquiry to the extent practicable and to the extent permitted by law; (c) to the extent required by applicable Laws or by any subpoena or similar legal process in which case the Administrative Agent or such Lender, as applicable, shall notify Administrative Borrower in advance to the extent practicable and to the extent permitted by law; (d) to any other party hereto or to any other Loan Document; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) to "Gold Sheets" or other similar bank trade publications; *provided*, that such information consist solely of deal terms and other information customarily found in such publications; (g) unless an Event of Default has occurred and is continuing, subject to an agreement containing provisions substantially the same as those of this **Section 10.07** to: (i) any successor Administrative Agent, any assignee of or Participant in, any prospective successor Administrative Agent 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 any Loan Party; (h) with the consent of Administrative Borrower; or (i) to the extent such Information: (i) becomes publicly available other than as a result of a breach of this **Section 10.07**; or (ii) becomes available to Administrative Agent, any Lending Party or any of their respective Affiliates on a non-confidential basis from a source other than any Loan Party and not in contravention of this **Section 10.07**. For purposes of this **Section 10.07**, "Information" means all information (including financial information) received from any Loan Party relating to such Loan Party or its business, other than any such information that is available to Administrative Agent or any other Lending Party on a nonconfidential basis, and not in contravention of this **Section 10.07**, prior to disclosure by such Loan Party. Any Person required to maintain the confidentiality of Information as provided in this **Section 10.07**: (A) shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information; and (B) shall not disclose any financial information concerning any Loan Party or its business (including any information based on any such financial information) or use any such financial information for commercial purposes without the prior written consent of the applicable Loan Party. Notwithstanding the foregoing, each Loan Party authorizes each Lending Party to make appropriate announcements of the financial arrangements entered into among the Loan Parties, Administrative Agent, and Lenders, including announcements which are commonly known as "tombstones," in such publications and to such selected parties as each Lending Party may in its sole and absolute discretion deem appropriate.

SECTION 10.08 RIGHT OF SETOFF.

If an Event of Default shall have occurred and be continuing, each of Lending Parties and their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Laws, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lending Party to or for the credit or the account of any Borrower or any other Loan Party against any and all of the Obligations to such Lending Party or such Affiliate, irrespective of whether or not such Lending Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lending Party different from the branch or office holding such deposit or obligated on such obligations. The rights of each Lending Party and its Affiliates under this **Section 10.08** are in addition to other rights and remedies (including other rights of setoff) that such Lending Party or its Affiliates may have. Each Lending Party agrees to notify Administrative Borrower and Administrative Agent promptly after any such setoff and application; *provided*, that the failure to give such notice shall not affect the validity of such setoff and application. NOTWITHSTANDING THE FOREGOING, NO LENDING PARTY SHALL EXERCISE, OR ATTEMPT TO EXERCISE, ANY RIGHT OF SET-OFF, BANKER'S LIEN, OR THE LIKE, AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF ANY BORROWER OR ANY OTHER LOAN PARTY HELD OR MAINTAINED BY SUCH LENDING PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER REPRESENTATIVE.

SECTION 10.09 INTEREST RATE LIMITATION.

Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the Maximum Rate. If Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Term Loans or, if it exceeds such unpaid principal, refunded to Borrowers. In determining whether the interest contracted for, charged, or received by Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Laws: (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

SECTION 10.10 INTERCREDITOR AGREEMENT.

Each Lender hereunder irrevocably authorizes and instructs Administrative Agent to enter into the Intercreditor Agreement and acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Lender. Each Lender hereby acknowledges that it has received and reviewed the Intercreditor Agreement, and each of the Lenders agrees to be bound by the Intercreditor Agreement. Any reference in this Agreement or any other Loan Document to "first priority lien" or words of similar effect in describing the Liens created hereunder or under any other Loan Document shall be understood to refer to such priority as set forth in the Intercreditor Agreement and notwithstanding anything herein or in any other Loan Document to the contrary, Administrative Agent and the Lenders

acknowledge that the rights, remedies, duties and obligations provided for in the Loan Documents with respect to Collateral (or proceeds thereof) are subject to the terms of the Intercreditor Agreement. If there is a conflict or inconsistency between the Intercreditor Agreement and any other Loan Document, the terms of the Intercreditor Agreement shall control.

No reference to the Intercreditor Agreement in any Loan Document shall be construed to provide that any Loan Party is a third party beneficiary of the provisions of the Intercreditor Agreement or may assert any rights, defenses or claims on account of the Intercreditor Agreement or this **Section 10.10** (other than as set forth in the last sentence hereof), in each case except as expressly set forth in the Intercreditor Agreement, and each Loan Party agrees that nothing in the Intercreditor Agreement is intended to or shall impair the obligation of any Loan Party to pay the obligations under this Agreement, or any other Loan Document as and when the same become due and payable in accordance with their respective terms, or to affect the relative rights of the creditors with respect to any Loan Party, or except as expressly otherwise provided in the Intercreditor Agreement as to a Loan Party's obligations, such Loan Party's properties.

In furtherance of the foregoing, notwithstanding anything to the contrary set forth herein or in any other Loan Document, at any time before the Equity Transfer Effective Time, to the extent that any Loan Party is required to give physical possession over, or take any other action solely in respect of, any Revolving Loan Priority Collateral (as defined in the Intercreditor Agreement) with respect to Administrative Agent under this Agreement or the other Loan Documents, such requirement shall be satisfied if such action is taken with respect to the Working Capital Lender.

SECTION 10.11 COUNTERPARTS; INTEGRATION; EFFECTIVENESS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire agreement among the parties relating to the subject matter hereof and supersede any and all previous documents, agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in **Section 4.01**, this Agreement shall become effective when it shall have been executed and delivered by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telefacsimile or in portable document format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.12 SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by Administrative Agent and each Lender, regardless of any investigation made by Administrative Agent or any Lender or on their behalf and notwithstanding that Administrative Agent or any Lender may have had notice or knowledge of

any Default at the time of the making of a Term Loan, and shall continue in full force and effect as long as any Term Loan or any other Obligations (other than Unasserted Obligations) have not been paid in full.

SECTION 10.13 SEVERABILITY.

If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.14 PATRIOT ACT NOTICE.

Each Lending Party that is subject to the Patriot Act and Administrative Agent (for itself and not on behalf of any Lending Party) hereby notify each Borrower and each other Loan Party that, pursuant to the requirements of the Patriot Act, they are each required to obtain, verify and record information that identifies each Borrower and each other Loan Party, which information includes the name and address of each Borrower and each other Loan Party and other information that will allow such Lending Party or Administrative Agent, as applicable, to identify each Borrower and each other Loan Party in accordance with the Patriot Act.

SECTION 10.15 ACKNOWLEDGMENT 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 which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

SECTION 10.16 TIME OF THE ESSENCE.

Time is of the essence of the Loan Documents.

SECTION 10.17 GOVERNING LAW; JURISDICTION; ETC.

(a) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402).

(b) **SUBMISSION TO JURISDICTION.** EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY OTHER LENDING PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) **WAIVER OF VENUE.** EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (B) OF THIS SECTION 10.17. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAWS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAWS.

SECTION 10.18 WAIVER OF RIGHT TO JURY TRIAL.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 10.19 JUDICIAL REFERENCE.

(a) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN SECTION 10.17 ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

IN CLAUSES (A) THROUGH (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

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

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

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

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR

SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

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

SECTION 10.20 ADMINISTRATIVE BORROWER.

Each Borrower hereby irrevocably appoints the Administrative Borrower, as the agent for such Borrower on its behalf, to request Term Loans from the Lenders and as the agent for such Borrower on its behalf, to (i) give and receive notices under the Loan Documents and (ii) take all other action which the Administrative Borrower or the Borrowers are permitted or required to take under this Agreement (without needing to obtain any further consent from any other Borrower, or to have any other Borrower join thereto).

SECTION 10.21 JOINT AND SEVERAL LIABILITY OF BORROWERS.

(a) Each Borrower hereby agrees that such Borrower is jointly and severally liable for, and hereby absolutely and unconditionally guarantees to the Administrative Agent and Lending Parties and their respective successors and permitted assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of, all Obligations owed or hereafter owing to the Administrative Agent and Lending Parties by each other Borrower. Each Borrower agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 10.21 shall not be discharged until payment and performance, in full, of the Obligations has occurred, and that its obligations under this Section 10.21 shall be absolute, unconditional and irrevocable, irrespective of, and unaffected by, (i) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, any Obligation or any agreement, document or instrument to which any Borrower is or may become a party; (ii) the absence of any action to enforce any Obligation or the waiver or consent by the Administrative Agent or any Lending Party with respect to any of the provisions governing any Obligation; (iii) the insolvency of any Borrower or Subsidiary; and (iv) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Each

Borrower shall be regarded, and shall be in the same position, as principal debtor with respect to the Obligations guaranteed hereunder.

(b) Each Borrower expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel the Administrative Agent or Lending Parties to marshal assets or to proceed in respect of the Obligations guaranteed hereunder against any other Borrower or Subsidiary, any other party or against any security for the payment and performance of the Obligations before proceeding against, or as a condition to proceeding against, such Borrower. Each Borrower consents and agrees that the Administrative Agent or the Lending Parties may, at any time and from time to time, without notice or demand, whether before or after an actual or purported termination, repudiation or revocation of this Agreement by any Borrower, and without affecting the enforceability or continuing effectiveness hereof as to such Borrower: (i) with the consent of the other Borrowers, supplement, restate, modify, amend, increase, decrease, extent, renew or otherwise change the time for payment or the terms of this Agreement or any part thereof, including any increase or decrease of the rate(s) of interest thereon; (ii) with the consent of the other Borrowers, supplement, restate, modify, amend, increase, decrease, or enter into or give any agreement with respect to, this Agreement or any part thereof, or any of the Security Documents; (iii) waive, approve or consent to any action, condition, covenant, default, remedy, right, representation or term of this Agreement or any other Loan Document; (iv) accept partial payments; (v) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer or enforce any security or guarantees, and apply any security and direct the order or manner of sale thereof as the Lending Parties in their sole and absolute discretion may determine; (vi) release any person from any personal liability with respect to this Agreement or any part thereof; (vii) settle, release on terms satisfactory to the Required Lenders or by operation of applicable Laws or otherwise liquidate or enforce any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; or (viii) consent to the merger, change or any other restructuring or termination of the corporate or partnership existence of any Borrower or any other person, and correspondingly restructure the obligations evidenced hereby, and any such merger, change, restructuring or termination shall not affect the liability of any Borrower or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the obligations evidenced hereby. It is agreed among each Borrower, the Administrative Agent and Lenders that the foregoing consents and waivers are of the essence of the transaction contemplated by this Agreement and the other Loan Documents and that, but for the provisions of this **Section 10.21** and such waivers, the Administrative Agent and Lenders would decline to enter into this Agreement.

(c) Each Borrower agrees that the provisions of this **Section 10.21** are for the benefit of the Administrative Agent and the other Lending Parties and their respective successors and permitted transferees, endorsees and assigns, and nothing herein contained shall impair, as between any other Borrower and the Administrative Agent or the other Lending Parties, the obligations of such other Borrower under the Loan Documents.

(d) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, and except as set forth in **Section 10.21(g)**, each Borrower hereby expressly and irrevocably waives any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a

surety, guarantor or accommodation co-obligor. Each Borrower acknowledges and agrees that this waiver is intended to benefit the Administrative Agent and Lenders and shall not limit or otherwise affect such Borrower's liability hereunder or the enforceability of this **Section 10.21**, and that the Administrative Agent, Lending Parties and their respective successors and permitted assigns are intended third party beneficiaries of the waivers and agreements set forth in this **Section 10.21(d)**.

(e) If the Administrative Agent or any other Lending Party may, under applicable law, proceed to realize its benefits under any of the Loan Documents, the Administrative Agent or any other Lending Party may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of its rights and remedies under this **Section 10.21**. If, in the exercise of any of its rights and remedies, the Administrative Agent or any other Lending Party shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Borrower or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Borrower hereby consents to such action by the Administrative Agent or such other Lending Party and waives any claim based upon such action, even if such action by the Administrative Agent or such other Lending Party shall result in a full or partial loss of any rights of subrogation that each Borrower might otherwise have had but for such action by the Administrative Agent or such other Lending Party. Any election of remedies that results in the denial or impairment of the right of the Administrative Agent or any other Lending Party to seek a deficiency judgment against any Borrower shall not impair any other Borrower's obligation to pay the full amount of the Obligations.

(f) Notwithstanding any provision herein contained to the contrary, each Borrower's liability under this **Section 10.21** (which liability is in any event in addition to amounts for which such Borrower is primarily liable under **Article II**) shall be limited to an amount not to exceed as of any date of determination the greater of:

(i) the net amount of all Term Loans advanced to any other Borrower under this Agreement and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower; and

(ii) the amount that could be claimed by the Administrative Agent and Lenders from such Borrower under this **Section 10.21** without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Borrower's right of contribution and indemnification from each other Borrower under **Section 10.21(g)**.

(g) To the extent that any Borrower shall make a payment under this **Section 10.21** of all or any of the Obligations (other than Obligations related to Term Loans and other extensions of credit made directly or indirectly to that Borrower, or on such Borrower's behalf, in which case such Borrower shall be primarily liable) (a "**Guarantor Payment**") that, taking into account all other Guarantor Payments then previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Guarantor Payment in the same proportion that such

Borrower's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Borrowers as determined immediately prior to the making of such Guarantor Payment, then, following indefeasible payment in full in cash of the Obligations and termination of the Commitments, such Borrower shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Borrower for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(i) As of any date of determination, the "*Allocable Amount*" of any Borrower shall be equal to the maximum amount of the claim that could then be recovered from such Borrower under this **Section 10.21** without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

(ii) This **Section 10.21(g)** is intended only to define the relative rights of Borrowers and nothing set forth in this **Section 10.21(g)** is intended to or shall impair the obligations of Borrowers, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Agreement, including **Section 10.21(a)**. Nothing contained in this **Section 10.21(g)** shall limit the liability of any Borrower to pay the Term Loans made directly or indirectly to that Borrower, or on such Borrower's behalf, and accrued interest, fees and expenses with respect thereto for which such Borrower shall be primarily liable.

(iii) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Borrower to which such contribution and indemnification is owing.

(iv) The rights of the indemnifying Borrowers against other Borrowers under this **Section 10.21(g)** shall be exercisable on or after the Maturity Date, but shall in all respects be subordinate to any Obligations owing to the Lending Party.

(h) The liability of Borrowers under this **Section 10.21** is in addition to and shall be cumulative with all liabilities of each Borrower to the Administrative Agent and Lenders under this Agreement and the other Loan Documents to which such Borrower is a party or in respect of any Obligations or obligation of the other Borrower, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

(i) If acceleration of the time for payment of any amount payable by the Borrowers under this Agreement is stayed upon the insolvency, bankruptcy or reorganization of any of the Borrowers, all such amounts otherwise subject to acceleration under the terms of this Agreement shall nonetheless be payable jointly and severally by the Borrowers hereunder forthwith on demand by the Administrative Agent made at the request of the Required Lenders.

(j) All of the Borrowers are engaged in related businesses and integrated to such an extent that the financial strength and flexibility of each such Person has a direct impact on the

success of each other Person. Each Borrower will derive substantial direct and indirect benefit from the extension of credit hereunder.

SECTION 10.22 JUDGMENT CURRENCY

If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of Borrowers in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from Borrowers in the Agreement Currency, Borrowers agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss.

SECTION 10.23 WAIVER OF SOVEREIGN IMMUNITY

Each Loan Party, in respect of itself, its subsidiaries, its process agents, and its properties and revenues, hereby irrevocably agrees that, to the extent that it or any of its subsidiaries or any of its or its respective subsidiaries' properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce or collect upon any liability or obligation of Borrowers or any of its subsidiaries related to or arising from the transactions contemplated by this Agreement or any other Loan Document, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, each Loan Party, for itself and on behalf of its subsidiaries, hereby expressly waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, each Loan Party further agrees that the waivers set forth in this **Section 10.23** shall be effective to the fullest extent permitted under the United States Foreign Sovereign Immunities Act of 1976 and are intended to be irrevocable for purposes of such Act.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly execute the date first written above.

SOROC PARENT GUARANTOR INC.,
a Delaware corporation,
as Parent

By: _____
Name:
Title:

SOROC TECHNOLOGY HOLDINGS LLC
a Delaware limited liability company,
as a Borrower

By: _____
Name:
Title:

SOROC CANADIAN BUYERCO INC.,
an Ontario corporation,
as a Borrower

By: _____
Name:
Title:

RC DATA CORP.,
an Ontario corporation,
as a Borrower

By: _____
Name:
Title:

SOROC HOLDINGS INC.,
an Ontario corporation,
as a Borrower

By: _____
Name:
Title:

SOROC TECHNOLOGY INC.,
an Ontario corporation,
as a Borrower

By: _____
Name:
Title:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Lender Representative

By: _____
Name:
Title:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as
attorney-in-fact for each of the other Lenders
party hereto pursuant to Schedule 2.01

By: _____
Name:
Title:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Administrative Agent

By: _____

Name:

Title:

SCHEDULE 5.08

Permitted Uses of Proceeds of Term Loans

Initial Term Loan:

The proceeds of the Initial Term Loan shall only be used: (a) on the Funding Date, (i) to repay, in full, the outstanding principal, accrued interest, and accrued fees and expenses owing under or in connection with certain Refinancing of existing Debt of Parent and its Subsidiaries, (ii) to pay a portion of the consideration payable in connection with the consummation of the Closing Date Acquisition, and (iii) to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, and the transactions contemplated hereby and thereby, and (b) thereafter, subject to and consistent with the terms and conditions hereof (i) to finance Permitted Acquisitions (including permitted earnouts and deferred payment obligations), (ii) to pay related fees and expenses incurred substantially concurrently with the consummation of any such Permitted Acquisition, and (iii) for other general corporate purposes of Borrower and its Subsidiaries.

Second Amendment Term Loans:

The proceeds of the Second Amendment Term Loans shall only be used on the Second Amendment Effective Date, (i) to pay a portion of the consideration payable in connection with the consummation of the DecisionOne Acquisition and (ii) to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, and the transactions contemplated hereby and thereby.

Third Amendment Term Loans:

The proceeds of the Third Amendment Term Loans shall only be used on the Third Amendment Effective Date, (i) first, in the case of the Technology Funded Third Amendment Term Loans, to prepay the Working Capital Facility on behalf of Technology by \$14,500,000 and in the case of the remaining Third Amendment Term Loans to prepay the Working Capital Facility on behalf of Holdings by \$4,171,148.51, (ii) second, to purchase a directors and officers insurance policy, which shall either (x) have terms acceptable to Administrative Agent, acting reasonably, (iii) third, to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, and the transactions contemplated hereby and thereby and (iv) fourth, for working capital and other general corporate purposes of Holdings, DecisionOne and their respective Subsidiaries.

DDTL Term Loans:

The proceeds of the DDTL Term Loans shall only be used after the Second Amendment Effective Date, (i) to make the Bridge Loan Repayment and (ii) to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, and the transactions contemplated hereby and thereby.

Incremental Term Loans:

The proceeds of the Incremental Term Loans shall only be used, subject to and consistent with the terms and conditions hereof, (i) to finance Permitted Acquisitions (including permitted earnouts and deferred payment obligations), (ii) to pay related fees and expenses incurred substantially concurrently with the consummation of any such Permitted Acquisition, and (iii) to finance Capital Expenditures in connection with Managed Services.

SCHEDULE 10.02***Administrative Agent's Office; Certain Addresses for Notices***

If to any Borrower or any Guarantor, to the following address:

Soroc Technology Inc.
20 Tumble Road
Bedford, NH 03110
Attention: Jeff Varsalone, Chief Restructuring Officer:
Email: jvarsalone@vrsrestructuring.com

With a copy (which shall not constitute notice) to:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Attention: Jennifer Stam / Evan Cobb
Email: Jennifer.stam@nortonrosefulbright.com / evan.cobb@nortonrosefulbright.com

If to Lender Representative, to it at the following address:

White Oak Global Advisors, LLC
3 Embarcadero Center, Suite 550
San Francisco, CA 94111
Attention: Troy Beatty, General Counsel
Telephone: (415) 644-4164
Facsimile: (415) 276-1751
Email: generalcounsel@whiteoaksf.com

with a copy to:

Cortland Capital Market Services
225 W. Washington Street, 9th Floor
Chicago, IL 60606
Email: whiteoakagency@whiteoaksf.com

and (which shall not constitute notice) to:

Holland & Knight LLP
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attention: Eric W. Kimball
Telephone: (214) 964-9477
Facsimile: (214) 964-9501
Email: eric.kimball@hklaw.com

If to Administrative Agent, to it at the following address:

White Oak Global Advisors, LLC
3 Embarcadero Center, Suite 550
San Francisco, CA 94111
Attention: Troy Beatty, General Counsel
Telephone: (415) 644-4164
Facsimile: (415) 276-1751
Email: generalcounsel@whiteoaksf.com

with a copy to:

Cortland Capital Market Services
225 W. Washington Street, 9th Floor
Chicago, IL 60606
Email: whiteoakagency@whiteoaksf.com

and (which shall not constitute notice) to:

Holland & Knight LLP
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attention: Eric W. Kimball
Telephone: (214) 964-9477
Facsimile: (214) 964-9501
Email: eric.kimball@hklaw.com

This is Exhibit "D" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

CANADIAN GUARANTY AND SECURITY AGREEMENT

This **CANADIAN GUARANTY AND SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 21, 2020, by and among the Grantors and Guarantors from time to time party hereto, and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “**Borrower**” and, collectively, the “**Borrowers**”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent has agreed to act as administrative agent for the benefit of the Lending Parties in connection with the transactions contemplated by the Loan Agreement and this Agreement;

WHEREAS, in order to induce the Lending Parties to enter into the Loan Agreement and the other Loan Documents and to extend the Term Loans thereunder, and to induce the Lending Parties to make financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, (a) each Grantor (other than Borrowers) has agreed to guaranty the Guaranteed Obligations, and (b) each Grantor has agreed to grant to Agent, for the benefit of the Lending Parties, a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than Borrowers) is an Affiliate or a Subsidiary of Borrowers, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lending Parties.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Loan Agreement. Any terms

(whether capitalized or lower case) used in this Agreement that are defined in the PPSA (including, without limitation, Accessions, Account, Account Debtor, Chattel Paper, Consumer Goods, Documents of Title, Electronic Chattel Paper, Equipment, Fixtures, Futures Account, Goods, Inventory, Instruments, Money and Securities Account) shall be construed and defined as set forth in the PPSA unless otherwise defined herein or in the Loan Agreement. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

- (i) **“Acquisition Documents”** means the agreements, instruments and documents evidencing, or entered into in connection with, an Acquisition or other Investment.
- (ii) **“Activation Instruction”** has the meaning ascribed thereto in Section 7(l) hereof.
- (iii) **“Agent”** has the meaning ascribed thereto in the preamble to this Agreement.
- (iv) **“Agreement”** has the meaning ascribed thereto in the preamble to this Agreement.
- (v) **“Books”** means books, records, files and electronic documents or programs that evidence or contain information relating to any Collateral (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s Goods or Intangibles related to such information).
- (vi) **“Borrower”** and **“Borrowers”** each has the meaning ascribed thereto in the recitals to this Agreement.
- (vii) **“Collateral”** has the meaning ascribed thereto in Section 3 hereof.
- (viii) **“Contract”** means all contracts or agreements to which any Grantor is a party including, without limitation, (a) each partnership, joint venture, bylaw, or limited liability company agreement to which such Grantor is a party, (b) each lease, license or sublicense, evidence of Debt, mortgage, indenture, security agreement, deed of trust or other contract, commitment or obligation to which such Grantor is a party, and (c) any Swap Contract to which such Grantor is a party.
- (ix) **“Contract Rights”** means all of the rights of any Grantor (including, without limitation, all rights to payment) under any Contract.
- (x) **“Controlled Account”** means each account that is subject to a Controlled Account Agreement.
- (xi) **“Controlled Account Agreements”** means those certain control agreements, cash management agreements, or notices of the relevant account pledge (specifying the related obligations of the account bank) and related acknowledgments, as applicable, in form and substance reasonably satisfactory to Agent, each of which is executed and delivered by a Grantor, Agent, and one of the Controlled Account Banks.
- (xii) **“Controlled Account Bank”** means each bank set forth on Schedule 10.

(xiii) “Copyright Security Agreement” means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit A.

(xiv) “Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xv) “Deposit Account” means a demand, savings, passbook or similar account with a deposit function maintained with a bank or other deposit-taking institution.

(xvi) “Design Security Agreement” means each Design Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit E.

(xvii) “Designs” means, with respect to any Grantor and throughout the world, all of the following now owned or hereafter acquired by such Grantor: (A) all industrial designs, intangibles of like nature and any work subject to the design laws of Canada or any other country, (B) all registrations and applications for registrations of any such industrial designs in Canada or any other country, including registrations in the Canadian Intellectual Property Office, including those listed in Schedule 12, (C) income, fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) rights corresponding thereto throughout the world.

(xviii) “Designated Acceleration Event” means the acceleration of the Obligations which results from either (i) the failure to deliver within 45 days of the date when due the unaudited financial statements required to be delivered pursuant to any of Section 6.01(b), Section 6.01(c) or Section 6.02(b) of the Loan Agreement, or (ii) the failure to comply with any financial covenant set forth in Section 6.13 of the Loan Agreement for two consecutive Fiscal Quarters has occurred and is continuing.

(xix) “Equity Interests” has the meaning ascribed thereto in the Loan Agreement.

(xx) “Equity Rights Triggering Event” means the occurrence and continuance of (a) an Event of Default specified in Section 8.01(a) of the Loan Agreement as a result of the failure of the Borrowers to pay Obligations consisting of principal or interest when due (other than as a result of the acceleration of the Obligations which results from a non-monetary Event of Default), (b) a Designated Acceleration Event, (c) an Event of Default specified in Section 8.01(f) of the Loan Agreement, or (d) Exigent Circumstances.

(xxi) “Excluded Property” has the meaning ascribed thereto in Section 3 hereof.

(xxii) “Exigent Circumstances” means (i) an event or circumstance that occurs as a result of actions taken or knowingly permitted to occur by any Borrower, any Guarantor or any of their respective Subsidiaries or Affiliates that violates the provisions of any Loan Document and that

materially and imminently threatens the ability of Agent to realize upon all or any material part of the Collateral, (ii) fraudulent removal, concealment or abscondment of the Collateral by any Borrower, any Guarantor or any of their respective Subsidiaries or Affiliates, or (iii) deliberate destruction (not covered by insurance) by any Borrower, any Guarantor or any of their respective Subsidiaries or Affiliates of all or any material part of the Collateral.

(xxiii) “Foreclosed Grantor” has the meaning ascribed thereto in Section 2(i)(iv) hereof.

(xxiv) “Grantor” and “Grantors” means each Person listed on the signature pages hereof as a “Grantor” and those additional entities that hereafter become parties hereto as a “Grantor” by executing the form of Joinder attached hereto as Annex 1.

(xxv) “Guarantied Obligations” means all of the Obligations now or hereafter existing, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees (including the fees provided for in the Fee Letter), costs, fees, or expenses required to be paid or reimbursed under any Loan Document (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), or otherwise, and any and all expenses required to be paid or reimbursed under any Loan Document (including reasonable counsel fees and expenses) incurred by Agent, any other Lending Party (or any of them) in enforcing any rights under the any of the Loan Documents. Without limiting the generality of the foregoing, Guarantied Obligations shall include all amounts that constitute part of the Guarantied Obligations and would be owed by Borrowers to Agent or any other Lending Party but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving any Borrower or any Guarantor.

(xxvi) “Guarantor” means each Grantor that is not a Borrower.

(xxvii) “Guaranty” means the guaranty set forth in Section 2 hereof.

(xxviii) “Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of any Bankruptcy Laws.

(xxix) “Intangibles” means intangibles (as that term is defined in the PPSA), and includes software, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, route lists, rights to payment and other rights under Acquisition Documents, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, monies due or recoverable from pension funds, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under the STA.

(xxx) “Intellectual Property” means any and all Patents, Copyrights, Designs and Trademarks, trade secrets, know how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentation, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof 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.

(xxxi) “Intellectual Property Licenses” means, with respect to any Grantor, (A) any licenses or other similar rights provided to such Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lending Parties’ rights under the Loan Documents.

(xxxii) “Investment Property” means (A) any and all investment property (as such term is defined in the PPSA), and (B) any and all of the following (regardless of whether classified as investment property under the PPSA): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xxxiii) “Joinder” means each Joinder to this Agreement executed and delivered by Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

(xxxiv) “Lender” and “Lenders” have the respective meanings ascribed thereto in the recitals to this Agreement.

(xxxv) “Loan Agreement” has the meaning ascribed thereto in the recitals to this Agreement.

(xxxvi) “Negotiable Collateral” means instruments and documents of title (as each such term is defined in the PPSA).

(xxxvii) “Parent” has the meaning ascribed thereto in the recitals to this Agreement.

(xxxviii) “Patent Security Agreement” means each Patent Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit B.

(xxxix) “Patents” means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xl) “Pledged Companies” means each Person listed on Schedule 5 as a “Pledged Company”, together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor after the Effective Date and is required to be pledged pursuant to Section 6.19 of the Loan Agreement.

(xli) **Pledged Interests** means all of each Grantor's right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by such Grantor, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(xlii) **Pledged Interests Addendum** means a Pledged Interests Addendum substantially in the form of Exhibit C.

(xliii) **Pledged Notes** has the meaning ascribed thereto in Section 6(l) hereof.

(xliv) **Pledged Operating Agreements** means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(xlv) **Pledged Partnership Agreements** means all of each Grantor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(xlvi) **PPSA** means the *Personal Property Security Act* (Ontario) (and other equivalent personal property security legislation in any other applicable Canadian province or territory) and the regulations thereunder, as from time to time in effect, provided, however, if attachment, perfection or priority of Administrative Agent's or the Lenders' security interest in any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than Ontario, with respect to such Collateral, PPSA shall mean those personal property security laws in such other jurisdiction of Canada (including the *Civil Code of Québec* and the regulation respecting the register of personal and movable real rights thereunder) for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

(xlvii) **Proceeds** has the meaning ascribed thereto in Section 3 hereof.

(xlviii) **Real Property** means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(xlix) **Record** means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(l) **Secured Obligations** means each and all of the following: (A) all of the present and future obligations of each of the Grantors arising from, or owing under or pursuant to, this Agreement (including the Guaranty), the Loan Agreement, or any of the other Loan Documents, and (B) all other Obligations of each Borrower and of each Guarantor (including, in the case of each of clauses (A) and (B), costs, fees, or expenses required to be paid or reimbursed under any Loan Document and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding).

(li) **Security Interest** has the meaning ascribed thereto in Section 3 hereof.

(lii) “STA” means the *Securities Transfer Act, 2006* (Ontario) including all regulations from time to time made thereunder, or the extent applicable, similar legislation of any province or territory of Canada, as amended, renamed or replaced from time to time.

(liii) “Trademark Security Agreement” means each Trademark Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit D.

(liv) “Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

(lv) “Triggering Event” means, as of any date of determination, that an Event of Default has occurred and is continuing as of such date.

(lvi) “URL” means “uniform resource locator,” an internet web address.

(b) This Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, and such rules of construction are incorporated herein by this reference, *mutatis mutandis*.

(c) All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

(d) The inclusion of reference to Permitted Liens in any Loan Document is not intended to subordinate and will not subordinate, the Liens created hereby to any Permitted Lien.

2. Guaranty.

(a) In recognition of the direct and indirect benefits to be received by Guarantors from the proceeds of the Term Loans, and by virtue of the financial accommodations to be made to Borrowers, each of the Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guarantied Obligations. If any or all of the Obligations constituting Guarantied Obligations becomes due and payable, each of the Guarantors, unconditionally and irrevocably, and without the need for demand, protest, or any other notice or formality, promises to pay such indebtedness to Agent, for the benefit of the Lending Parties, together with any and all expenses (including costs, fees, or expenses required to be paid or reimbursed under any Loan Document) that may be incurred by Agent or any other Lending Party in demanding, enforcing, or collecting any of the Guarantied Obligations (including the enforcement of any collateral for such Guarantied Obligations or any collateral for the obligations of the Guarantors under this Guaranty). If any claim is ever made upon Agent or any other Lending Party for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Guarantied Obligations and any of Agent or any other Lending Party repays all or part of said amount by reason of (i) any judgment, decree,

or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including any Borrower or any Guarantor), then and in each such event, each of the Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation (or purported revocation) of this Guaranty or other instrument evidencing any liability of any Grantor, and the Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

(b) Additionally, each of the Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to Agent, for the benefit of the Lending Parties, when due and payable by any Loan Party upon the occurrence of any of the events specified in Section 8.01(f) of the Loan Agreement, and irrevocably and unconditionally promises to pay such indebtedness to Agent, for the benefit of the Lending Parties, without the requirement of demand, protest, or any other notice or other formality (to the extent permitted by applicable law), in lawful money of the United States.

(c) The liability of each of the Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guaranty of the Guaranteed Obligations, whether executed by any other Guarantor or by any other Person, and the liability of each of the Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guaranty or undertaking (other than payment in full of the Guaranteed Obligations (other than Unasserted Obligations)), (ii) any dissolution, termination, or increase, decrease, or change in personnel by any Grantor, (iii) any payment made to Agent or any other Lending Party on account of the Obligations which Agent or such other Lending Party repays to any Grantor pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or compromise of any claim made in such a proceeding relating to such payment), and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, (iv) any action or inaction by Agent or any other Lending Party, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the Obligations or of any security therefor.

(d) This Guaranty includes all present and future Guaranteed Obligations, including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guaranteed Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guaranteed Obligations after prior Guaranteed Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each Guarantor hereby waives any right to revoke this Guaranty as to future Guaranteed Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by Agent, (ii) no such revocation shall apply to any Guaranteed Obligations in existence on the date of receipt by Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (iii) no such revocation shall apply to any Guaranteed Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of any Lending Party in existence on the date of such revocation, (iv) no payment by any Guarantor, any Borrower, or from any other source, prior to the date of Agent's receipt of written notice of such revocation shall reduce the maximum obligation of such Guarantor hereunder, and (v) any payment by any Borrower or from any source other than such Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guaranteed Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of such Guarantor hereunder. This

Guaranty shall be binding upon each Guarantor, its successors and permitted assigns and inure to the benefit of and be enforceable by Agent (for the benefit of the Lending Parties) and its successors, permitted transferees, or permitted assigns.

(e) The guaranty by each of the Guarantors hereunder is a guaranty of payment and not of collection. The obligations of each of the Guarantors hereunder are independent of the obligations of any other Guarantor or Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the Guarantors whether or not action is brought against any other Guarantor or Grantor or any other Person and whether or not any other Guarantor or Grantor or any other Person be joined in any such action or actions. Each of the Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Grantor or other circumstance which operates to toll any statute of limitations as to any Grantor shall operate to toll the statute of limitations as to each of the Guarantors.

(f) Each of the Guarantors authorizes Agent and the other Lending Parties without notice or demand (other than any notice expressly required to be provided hereunder or under any other Loan Document), and without affecting or impairing its liability hereunder, from time to time to:

(i) change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Obligations or any of the Guaranteed Obligations (including any of the obligations of all or any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Grantor;

(iv) release or substitute any one or more endorsers, guarantors, any Grantor, or other obligors and refund any payment received in respect of any Guaranteed Obligations;

(v) settle or compromise any of the Obligations, any security therefor, or any liability (including any of those of any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of any Grantor to Agent, any other Lending Party regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Loan Document, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement, any other Loan Document, or any of such other instruments or agreements; and/or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantors from all or part of its liabilities under this Guaranty (other than a defense of payment in full of the Guarantied Obligations).

(g) It is not necessary for Agent, or any other Lending Party to inquire into the capacity or powers of any of the Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(h) Each Guarantor jointly and severally guarantees that the Guarantied Obligations will be paid strictly in accordance with the terms of the Loan Agreement, or other Loan Documents, as applicable, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lending Party with respect thereto. The obligations of each Guarantor under this Guaranty are independent of the Guarantied Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives, to the extent permitted by applicable law, any defense (other than a defense of payment in full) it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guarantied Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guarantied Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver, supplement, restatement, extension, novation, renewal, replacement, or continuation of, or consent to departure from any other guaranty, for all or any of the Guarantied Obligations;

(iv) the existence of any claim, set-off, defense (other than a defense of payment in full), or other right that any Guarantor may have at any time against any Person, including Agent or any other Lending Party;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guarantied Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by any Lending Party including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Grantor or any other guarantors or sureties;

(vii) any change, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any Grantor;

(viii) the absence of (x) any attempt to collect any **Guarantied Obligation** or any part thereof from any Borrower or any other **Guarantor** or other action to enforce the same or (y) any action to enforce any **Loan Document** or any **Lien** thereunder; and/or

(ix) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any **Grantor** or any other **guarantor** or **surety** (other than payment in full of the **Guarantied Obligations**).

(i) Waivers.

(i) Each of the **Guarantors** waives any right (except as shall be required by applicable statute and cannot be waived) to require **Agent** or any other **Lending Party** to (i) proceed against any other **Grantor** or any other **Person**, (ii) proceed against or exhaust any security held from any other **Grantor** or any other **Person**, (iii) protect, secure, perfect, or insure any security interest or **Lien** on any property subject thereto or exhaust any right to take any action against any other **Grantor**, any other **Person**, or any collateral, or (iv) pursue any other remedy in any **Lending Party's** power whatsoever. Each of the **Guarantors** waives any defense based on or arising out of any defense of any **Grantor** or any other **Person**, other than payment of the **Guarantied Obligations** to the extent of such payment, based on or arising out of the disability of any **Guarantor** or **Grantor** or any other **Person**, or the validity, legality, or unenforceability of the **Obligations** or any part thereof from any cause, or the cessation from any cause of the liability of any **Grantor** other than payment of the **Obligations** to the extent of such payment. **Agent** may, at the election of the **Required Lenders**, foreclose upon any **Collateral** held by **Agent** by one or more judicial or non-judicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy **Agent** or any **Lending Party** may have against any **Grantor** or any other **Person**, or any **security**, in each case, without affecting or impairing in any way the liability of any of the **Guarantors** hereunder except to the extent the **Guarantied Obligations** have been paid.

(ii) Each of the **Guarantors** waives (to the extent permitted by applicable law) all **presentments**, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this **Guaranty**, and notices of the existence, creation, or incurring of new or additional **Obligations** or other financial accommodations. Each of the **Guarantors** waives (to the extent permitted by applicable law) notice of any **Default** or **Event of Default** under any of the **Loan Documents**. Each of the **Guarantors** assumes all responsibility for being and keeping itself informed of each **Grantor's** financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the **Obligations** and the nature, scope, and extent of the risks which each of the **Guarantors** assumes and incurs hereunder, and agrees that neither **Agent** nor any other **Lending Party** shall have any duty to advise any of the **Guarantors** of information known to them regarding such circumstances or risks.

(iii) To the fullest extent permitted by applicable law, each **Guarantor** hereby waives: (A) any right to assert against any **Lending Party**, any defense (legal or equitable) (other than the defense that all of the **Guarantied Obligations** have been paid in full), set-off, counterclaim, or claim which each **Guarantor** may now or at any time hereafter have against any **Borrower** or any other party liable to any **Lending Party**, (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the **Guarantied Obligations** or any **security** therefor, (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by any **Lending Party** including any defense based upon an impairment or elimination of such **Guarantor's** rights of subrogation, reimbursement, contribution, or indemnity of such **Guarantor** against any **Borrower** or other **guarantors** or **sureties**, and (D) the benefit of any statute of limitations affecting such **Guarantor's** liability hereunder or the

enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guarantied Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder.

(iv) No Guarantor will exercise any rights that it may now or hereafter acquire against any Grantor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Agent or any other Lending Party against any Grantor or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Grantor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guarantied Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash (other than Unasserted Obligations) and all of the Commitments have been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lending Parties, and shall forthwith be paid to Agent to be credited and applied to the Guarantied Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Loan Agreement, or to be held as Collateral for any Guarantied Obligations or other amounts payable under this Guaranty thereafter arising. Notwithstanding anything to the contrary contained in this Guaranty, no Guarantor may (x) exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Grantor (the "**Foreclosed Grantor**"), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Grantor whether pursuant to this Agreement or otherwise or (y) proceed or seek recourse against or with respect to any Collateral acquired by Agent or any Lender or any of their designees as a result of a credit bid on account of the Obligations or in connection any distribution under any plan of reorganization or liquidation.

(v) [Reserved].

(vi) Each of the Guarantors represents, warrants, and agrees that each of the waivers set forth above is made with full knowledge of its significance and consequences and that if any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by applicable law.

(vii) [Reserved].

(j) **Maximum Liability.** It is the desire and intent of the Guarantors and the Lending Parties that this Guaranty be enforceable against the Guarantors to the fullest extent permissible by law in each jurisdiction in which enforcement is sought. Each Guarantor's obligations under this Guaranty are severable from the obligations of the other Guarantors. If, in any action or proceeding under any provincial, territorial or federal law, the obligations of any Guarantor under this Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by the Guarantors or the Lending Parties, be automatically limited and reduced to such Guarantor's Maximum Liability as of the date of this Guaranty. For the purposes of this section, the "**Maximum Liability**" of each Guarantor equals the maximum amount of liability which could be asserted against such Guarantor hereunder and under the Loan Agreement in accordance with the applicable laws.

If the liability of any Guarantor is limited to such Guarantor's Maximum Liability pursuant to this Section 2(j), then the Secured Obligations of such Guarantor are similarly limited and reduced to the Guarantor's Maximum Liability.

Each Guarantor hereby agrees that to the extent a Guarantor shall have paid more than its proportionate share (based, to the maximum extent permitted by applicable law, on the respective Adjusted Net Worth of the Guarantors on the date the respective payment is made) of any payment made hereunder (including by way of set-off rights being exercised against it), such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder that has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the other terms and conditions of this Section 2. The provisions of this paragraph shall in no respect limit the obligations and liabilities of any Guarantor to Agent or any Lending Party, and each Guarantor shall remain liable to Agent and each Lending Party for the full amount guaranteed by such Guarantor hereunder. As used herein, the term "Adjusted Net Worth" of any Guarantor at any time, shall mean the greater of (x) \$0 and (y) the amount by which the fair saleable value of such Guarantor's assets on the date of the respective payment hereunder exceeds its debts and other liabilities (including contingent liabilities, but without giving effect to any of its obligations under this Guaranty or any other Loan Document) on such date.

(k) Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of Borrowers, each other Guarantor and any other guarantor, maker or endorser of any Guarantied Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guarantied Obligation or any part thereof that diligent inquiry would reveal, and each Guarantor hereby agrees that no Lending Party shall have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. In the event any Lending Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Guarantor, such Lending Party shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that such Lending Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) make any future disclosures of such information or any other information to any Guarantor.

3. Grant of Security. Each Grantor hereby unconditionally grants to Agent, for the benefit of each Lending Party, to secure the Secured Obligations (whether now existing or hereafter arising), a present and continuing security interest (hereinafter referred to as the "**Security Interest**") in all of such Grantor's right, title and interest in, to and under all of the following assets of such Grantor, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Grantor's Accounts;
- (b) all of such Grantor's Books;
- (c) all of such Grantor's Chattel Paper (including all of such Grantor's Electronic Chattel Paper);
- (d) [Reserved];
- (e) all of such Grantor's Deposit Accounts and all assets on deposit therein;
- (f) all of such Grantor's Equipment
- (g) all of such Grantor's Contracts and Contract Rights;

- (h) all of such Grantor's Fixtures;
- (i) all of such Grantor's Intangibles;
- (j) all of such Grantor's Goods;
- (k) all of such Grantor's Inventory;
- (l) all of such Grantor's Investment Property;
- (m) all of such Grantor's Intellectual Property and Intellectual Property Licenses;
- (n) all of such Grantor's Negotiable Collateral (including all of such Grantor's Pledged Notes);
- (o) all of such Grantor's Pledged Interests (including all of such Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);
- (p) all of such Grantor's Securities Accounts and Futures Accounts and all assets on deposit therein;
- (q) [Reserved];
- (r) all of such Grantor's Money, currency, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Agent (or its agent or designee) or any other Lending Party; and
- (s) all of the proceeds (as such term is defined in the PPSA), products, and Accessions, whether tangible or intangible, of any and all of the foregoing, including proceeds of insurance, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing, and all collateral security and guarantees given by any Person with respect to any of the foregoing (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above) (collectively, the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Agent from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any of the following (collectively, "Excluded Property"):

- (i) (A) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor (including property owned by any Loan Party on the date hereof or hereafter acquired that are subject to a purchase money Lien or a Lien securing a Capital Lease Obligation permitted to be incurred pursuant to the provisions of the Loan Documents) if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited (excluding any such prohibition or restriction (1) in favor of any Affiliate of any Loan Party, (2) entered into in contemplation of this clause, or (3) that is prohibited by the Loan Agreement) as a

matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained and (B) the real or personal property referenced in clause (A) to the extent that such grant of security interest is prohibited by applicable Law or requires a consent not obtained of any Governmental Authority pursuant to such applicable Law (provided, that (x) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under the PPSA or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement or governmental licenses, state or local franchises, charters, or authorizations, as applicable, and (y) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Agent's or any other Lending Party's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests, or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests), (ii) [Reserved], (iii) any motor vehicles and other assets that are subject to certificates of title, (iv) nominee or directors' qualifying shares, (v) Excluded Accounts, in each case for so long as they remain an Excluded Account, (vi) any real property leasehold interests, (vii) [Reserved], (viii) other assets to the extent the Agent determines in its reasonable judgment that the cost of obtaining or perfecting such pledge or security interest is excessive in relation to the benefit thereof, or (ix) any Consumer Goods.

4. Security for Secured Obligations. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lending Parties, or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding. Further, the Security Interest created hereby encumbers each Grantor's right, title, and interest in all Collateral, whether now owned by such Grantor or hereafter acquired, obtained, developed, or created by such Grantor and wherever located.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent or any other Lending Party of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) none of the Lending Parties shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any Lending Party be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Grantors shall have the right to possession and enjoyment of the Collateral, subject to and upon the terms hereof and of the Loan Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until (i) the occurrence and continuance of an Event of Default, and (ii) Agent has notified the applicable Grantor of Agent's election to exercise such rights with respect to the Pledged Interests pursuant to Section 16 of this Agreement.

6. Representations and Warranties. In order to induce Agent and the Lenders to enter into the Loan Agreement, to induce Agent to enter into this Agreement for the benefit of the Lending Parties,

and to induce Lenders to make their respective extensions of credit to the Borrowers under the Loan Agreement, each Grantor makes the following representations and warranties to the Lending Parties as of the Effective Date and as of the date of the making of each Term Loan made thereafter, as though made on and as of the date of such Term Loan, and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The legal name and jurisdiction of organization of each Grantor is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) The chief executive office and the registered office (if different from the chief executive office) of each Grantor are located at the addresses indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(c) Each Grantor's organizational identification numbers are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(d) [Reserved].

(e) Set forth on Schedule 9 (as such Schedule may be updated from time to time subject to Section 7(l)(iii) with respect to Controlled Accounts and provided that the Grantors comply with Section 7(c) hereof) is a listing of all of Grantors' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (i) the name and address of such Person, and (ii) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors as of the Effective Date.

(g) As of the Effective Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor and all applications for registration of Copyrights owned by any Grantor, (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Intellectual Property owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business), or (B) any Person has granted to any Grantor any license or other rights in Intellectual Property owned or controlled by such Person that is material to the business of such Grantor, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor (other than off-the-shelf, shrink-wrapped or "click to accept" software licenses, other licenses to generally commercially available software or other non-exclusive licenses in the ordinary course of business), (iii) Schedule 4 provides a complete and correct list of all issued Patents owned by any Grantor and all applications for Patents owned by any Grantor, (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor, and all applications for registration of Trademarks owned by any Grantor, and (v) Schedule 12 provides a complete and correct list of all registered Designs owned by any Grantor and all applications for registration of Designs owned by any Grantor.

(h) (i) (A) each Grantor owns exclusively or holds licenses in, or otherwise has the right to use, all Intellectual Property that is necessary in or material to the conduct of its business, and (B) all employees and contractors of each Grantor who were involved in the creation or development of

any Intellectual Property for such Grantor material to the business of such Grantor have signed agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality;

(ii) to each Grantor's knowledge, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Grantor, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) (A) to each Grantor's knowledge, (1) such Grantor has not, in the past two years, infringed or misappropriated, and is not currently infringing or misappropriating any Intellectual Property rights of any Person in any material respect, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has ever infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights of any Person, in each case, except where such infringement or misappropriation either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect, and (B) there are no infringement or misappropriation claims or proceedings pending, or to any Grantor's knowledge, threatened in writing against any Grantor, and no Grantor has received any written notice or other written communication of any actual or alleged infringement or misappropriation of any Intellectual Property rights of any Person, in each case, except where such infringement or misappropriation either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect;

(iv) to each Grantor's knowledge, all registered Copyrights, registered Trademarks, issued Patents and registered Designs that are owned by such Grantor and necessary in or material to the conduct of its business are valid, subsisting and enforceable and in compliance in all material respects with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect; and

(v) each Grantor has taken commercially reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor that are necessary in or material to the conduct of the business of such Grantor.

(i) This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the PPSA, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the PPSA, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 11. Upon the making of such filings (and payment of fees), Agent shall have a first or second priority (as set forth in the Intercreditor Agreement and subject to Permitted Liens which as a matter of law, take priority over Agent's security interest) perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement under the PPSA. Upon filing of any Copyright Security Agreement, any Patent Security Agreement, any Trademark Security Agreement and any Design Security Agreement with the Canadian Intellectual Property Office, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 11 (and payment of fees), all action necessary to perfect the Security Interest in and on each Grantor's Patents, Trademarks, Copyrights or Designs issued and registered in Canada has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor. All such action by any Grantor necessary to protect and perfect such security interest, except to the extent such security interest in the Collateral

cannot be perfected by the filing of a financing statement under the PPSA, on each item of Collateral has been duly taken.

(j) (i) Except for the Security Interest created hereby, each Grantor is and will at all times (unless otherwise permitted by the Loan Agreement) be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Effective Date, (ii) all of the Pledged Interests to the extent applicable are duly authorized, validly issued, fully paid and non-assessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement, (iii) such Grantor has the right and requisite authority to pledge, the Investment Property pledged by such Grantor to Agent as provided herein, (iv) all actions necessary to perfect and establish the first or second priority (as set forth in the Intercreditor Agreement and subject to Permitted Liens which as a matter of law, take priority over Agent's Liens) of, or otherwise protect, Agent's Liens in the Investment Property constituting Collateral, and the proceeds thereof, have been duly taken under the PPSA, upon (A) the execution and delivery of this Agreement, (B) the taking of possession by Agent (or its agent or designee) of any certificates representing the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers (or other documents of transfer reasonably acceptable to Agent) endorsed in blank by the applicable Grantor, (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 11 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto, and (v) each Grantor has delivered to and deposited with Agent, or will deliver or deposit within the period allowed in Section 6.18 of the Loan Agreement all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer reasonably acceptable to Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Agent of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the Collateral pursuant to this Agreement, except (A) as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally, (B) for consents, approvals, authorizations, or other orders or actions that have been obtained or given (as applicable) and that are still in force as of the date hereof, (C) the filing of financing statements and other filings necessary to perfect the Security Interests granted hereby, and (D) as may be required by applicable laws of foreign jurisdictions in the case of Investment Property constituting Equity Interests issued by a Foreign Subsidiary and pledged by a Grantor hereunder, except to the extent the failure to obtain such consents could not reasonably be expected to be material to the interests of the Lending Parties. No Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Intellectual Property License, except to the extent that the failure to obtain such consents could not reasonably be expected to be material to the interests of the Lending Parties.

(l) [Reserved].

(m) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that the Pledged Interests issued pursuant to such agreement (i) are not dealt in or traded on securities exchanges or in securities markets, (ii) [Reserved], and (iii) are not held by such Grantor in a Securities Account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provides that such Pledged Interests are securities governed by the STA as in effect in any relevant jurisdiction.

7. Covenants. Each Grantor, jointly and severally, covenants and agrees with Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23 of this Agreement:

(a) Possession of Collateral. In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral (other than checks received in the ordinary course of business and promptly deposited in a Deposit Account of a Grantor in accordance the terms hereof and the other Loan Documents), Investment Property, or Chattel Paper, having an aggregate value or face amount of C\$1,260,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within ten Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) after acquisition thereof), notify Agent thereof, and if and solely to the extent that perfection or priority of Agent's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within ten Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after written request by Agent, shall execute such other documents and instruments as shall be reasonably requested by in writing Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to Agent, together with such undated powers (or other relevant document of transfer acceptable to Agent) endorsed in blank as shall be reasonably requested by Agent, and shall do such other acts deemed reasonably necessary or desirable by Agent to protect Agent's Security Interest therein; provided, this provision shall not apply to any Equity Interests that constitute Investment Property.

(b) Chattel Paper.

(i) Promptly (and in any event within ten Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after written request by Agent, each Grantor shall take all steps reasonably necessary to grant Agent control of all Electronic Chattel Paper in accordance with the PPSA, to the extent that the aggregate value or face amount of such Electronic Chattel Paper equals or exceeds C\$1,260,000; and

(ii) If any Grantor retains possession of any Chattel Paper or Instruments (which retention of possession shall be subject to the extent permitted hereby and by the Loan Agreement), promptly upon the reasonable written request of Agent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of White Oak Global Advisors, LLC, as Agent for the benefit of the Lending Parties".

(c) Control Agreements.

(i) Within 120 days following the Effective Date or, with respect to any Grantor that becomes a party hereto after the Effective Date, within 60 days following the date that such Grantor become a party hereto (or such longer date as may be agreed by Agent), each Grantor shall obtain a Control Agreement (which may include a Controlled Account Agreement), from each bank maintaining

a Deposit Account or Securities Account for such Grantor (other than with respect to any Excluded Accounts); and

(ii) Each Grantor shall obtain an authenticated Control Agreement, from each issuer of uncertificated securities, each securities intermediary or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, or maintaining a Securities Account for such Grantor (other than with respect to any Excluded Accounts).

(iii) Each Grantor shall obtain an authenticated Control Agreement with respect to all of such Grantor's investment property.

(d) [Reserved].

(e) [Reserved].

(f) [Reserved].

(g) Government Contracts. Other than Accounts and Chattel Paper the aggregate value of which does not at any one time exceed C\$1,260,000 in any one instance or C\$2,520,000 in the aggregate, if any Account or Chattel Paper arises out of a contract or contracts with the Government of Canada, any province or territory thereof, or any department, agency, or instrumentality thereof, Grantors shall promptly (and in any event within ten Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of the creation thereof) notify Agent thereof and, promptly (and in any event within ten Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after the reasonable written request by Agent, execute any instruments or take any steps reasonably required by Agent in order that all moneys due or to become due under such contract or contracts shall be collaterally assigned to Agent, for the benefit of the Lending Parties, and shall provide written notice thereof under the Assignment of Claims Act or other applicable law.

(h) Intellectual Property.

(i) Upon the written request of Agent, in order to facilitate filings with the Canadian Intellectual Property Office, each Grantor shall execute and deliver to Agent one or more Copyright Security Agreements, Trademark Security Agreements, Patent Security Agreements or Design Security Agreements to further evidence Agent's Lien on such Grantor's Patents, Trademarks, Copyrights or Designs issued and registered in Canada and the Intangibles of such Grantor relating thereto or represented thereby;

(ii) Each Grantor shall have the duty, with respect to Intellectual Property that is material to the conduct of the business of the Loan Parties, taken as a whole (the "Material Intellectual Property"), to use commercially reasonable efforts, in its reasonable business judgment, to protect and diligently enforce and defend at such Grantor's expense such Material Intellectual Property, including (solely to the extent the Material Intellectual Property described in clause (A) through (F) below constitutes Material Intellectual Property) (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to attempt to recover any and all damages resulting from such infringement, misappropriation, or dilution, and filing opposition, interference, and cancellation proceedings against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement in accordance with Section 23 of this Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement in accordance with Section 23 of this

Agreement, (D) to take commercially reasonable action to preserve and maintain all of such Grantor's and such Subsidiary's Trademarks, Patents, Copyrights, Designs, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, (E) to require all employees, consultants, and contractors of each Grantor and its Subsidiaries who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality, and (F) to ensure that such Grantor retains ownership in any Intellectual Property created in the course of performing any services for such Grantor's customers to the extent material to the conduct of the business of the Loan Parties, taken as a whole. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is in such Grantor's reasonable business judgment, material to the conduct of the business of the Loan Parties, taken as a whole. Each Grantor hereby agrees to take the steps described in this Section 7(h)(ii), and to cause its Subsidiaries to take the steps described in this Section 7(h)(ii), with respect to all new or acquired Intellectual Property to which it is now or later becomes entitled that is material to the conduct of the business of the Loan Parties, taken as a whole. Notwithstanding anything to the contrary contained in this Section 7(h)(ii), nothing herein contained shall prohibit any Grantor from causing or permitting expiration, abandonment or invalidation of any Intellectual Property or failing to renew, abandoning, or permitting to expire any applications or registrations for any of the Intellectual Property if, in such Grantor's reasonable business judgment, such Intellectual Property, applications or registrations (as applicable) are no longer used or useful in the conduct of the business of the Loan Parties, taken as a whole;

(iii) The Grantors acknowledge and agree that the Lending Parties shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor or any of their Subsidiaries. Without limiting the generality of this Section 7(h)(iii), Grantors acknowledge and agree that no Lending Party shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but any Lending Party may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable and documented out-of-pocket fees and expenses of attorneys and other professionals to the extent required to be reimbursed under the terms of the Loan Agreement) shall be for the sole account of Borrowers and shall be chargeable as Obligations required to be paid by Borrowers;

(iv) [Reserved];

(v) On each date on which a Compliance Certificate is required to be delivered pursuant to Section 6.02(b) of the Loan Agreement in respect of a fiscal quarter (or, if an Event of Default has occurred and is continuing, more frequently if requested by Agent), each Grantor shall provide Agent with a written report of all new Patents, Trademarks, Copyrights or Designs that are registered or the subject of pending applications for registrations, and of all Intellectual Property Licenses that are material to the conduct of such Grantor's business, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark, Copyright and Design registrations and applications therefor and Intellectual Property Licenses as being subject to the security interests created thereunder;

(vi) [Reserved]; and

(vii) Each Grantor shall take commercially reasonable steps in its reasonable business judgment to protect and enforce its rights in, the Intellectual Property that is necessary in or material to the conduct of the business of the Loan Parties taken as a whole, including, as applicable, using commercially reasonable efforts in (A) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements, (B) taking actions reasonably necessary to ensure that no trade secret falls into the public domain, and (C) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions.

(i) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests constituting Collateral after the Effective Date, it shall promptly (and in any event within fifteen Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of acquiring or obtaining such Collateral) deliver to Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Upon the occurrence and during the continuance of an Event of Default, following the request of Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of Agent and if requested by Agent, promptly segregated from such Grantor's other property, and such Grantor shall deliver it promptly to Agent in the exact form received;

(iii) [Reserved];

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Loan Documents;

(v) Each Grantor agrees that it will cooperate with Agent in obtaining all necessary approvals and making all necessary filings under federal, provincial or territorial law to effect the perfection of the Security Interest on the Investment Property or to effect any sale or transfer thereof, or after an Event of Default has occurred and is continuing and upon at least five Business Days' prior written notice from Agent to the applicable Grantor to effect any sale or transfer thereof; and

(vi) As to all limited liability company or partnership interests owned by such Grantor and issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) [Reserved], and (C) are not and will not be held by such Grantor in a securities account. In addition, unless otherwise agreed by Agent in writing, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement provides or shall provide that such Pledged Interests are securities governed by the STA as in effect in any relevant jurisdiction; and

(vii) With regard to any Pledged Interests that are not certificated, any such Grantor of such non-certificated Pledged Interests (i) agrees promptly to note on its books the security

interests granted to Agent and confirmed under this Agreement, (ii) agrees that after the occurrence and during the continuation of an Event of Default, and either (x) without written notice from Agent to the applicable Grantor if an Equity Rights Triggering Event has occurred and is continuing or (y) upon at least two (2) Business Days' prior written notice from Agent to the applicable Grantor if an Equity Rights Triggering Event has not occurred or is not continuing, it will comply with instructions of Agent or its nominee with respect to voting and proxy rights for the applicable Pledged Interests without further consent by the applicable Grantor, (iii) agrees that after the occurrence and during the continuation of an Event of Default, and upon at least five (5) Business Days' prior written notice from Agent to the applicable Grantor, it will comply with instructions of Agent or its nominee with respect to a foreclosure or other sale or transfer of the applicable Pledged Interests without further consent by the applicable Grantor, (iv) to the extent permitted by law, agrees that the "issuer's jurisdiction" (as defined in the STA) is the Province of Ontario, (v) agrees to notify Agent upon obtaining knowledge of any interest in favor of any person in the applicable Pledged Interests that is materially adverse to the interest of the Agent therein, other than any Permitted Liens and (vi) waives any right or requirement at any time hereafter to receive a copy of this Agreement in connection with the registration of any Pledged Interests hereunder in the name of Agent or its nominee or the exercise of voting rights by Agent or its nominee.

(j) Real Property; Fixtures. Each Grantor covenants and agrees that upon the acquisition of any fee simple interest in owned Real Property (including any fee simple interest in Real Property owned as of the Effective Date), in each case, having a fair market value in excess of C\$1,675,000 it will promptly (and in any event within ten Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of acquisition) notify Agent of the acquisition of such Real Property and will promptly (and in any event within ninety (90) days of such acquisition (or the Effective Date, with respect to Real Property owned as of the Effective Date) (or such later date as permitted by Agent)) grant to Agent, for the benefit of the Lending Parties, a first priority (subject only to the Intercreditor Agreement and Permitted Liens which as a matter of law, take priority over Agent's security interest) Mortgage on each fee interest in such Real Property now or hereafter owned by such Grantor and shall deliver such other documentation and, if requested by Agent, opinions, in form and substance reasonably satisfactory to Agent, in connection with the grant of such Mortgage as Agent shall request in writing in its Permitted Discretion, including title insurance policies, financing statements, fixture filings and environmental audits and such Grantor shall pay all recording costs, intangible taxes and other reasonable and documented out-of-pocket fees and costs (including reasonable and documented out-of-pocket attorneys' fees and expenses) incurred in connection therewith. Each Grantor acknowledges and agrees that, to the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property.

(k) Transfers and Other Liens. The Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Loan Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Loan Documents.

(l) Controlled Accounts; Controlled Investments.

(i) [Reserved];

(ii) Subject to any applicable time periods provided under Schedule 6.18 of the Loan Agreement, each Grantor shall establish and maintain Controlled Account Agreements with Agent and the applicable Controlled Account Bank, in form and substance reasonably acceptable to Agent. Each such Controlled Account Agreement shall provide, among other things, that (A) subject to

the provisions of the Intercreditor Agreement, the Controlled Account Bank will comply with any instructions originated by Agent directing the disposition of the funds in each applicable Controlled Account without further consent by the applicable Grantor, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against each applicable Controlled Account other than for payment of its service fees and other charges directly related to the administration of such Controlled Account and for returned checks or other items of payment, and (C) upon the instruction of Agent (an “Activation Instruction”), the Controlled Account Bank will forward by daily sweep all amounts in each applicable Controlled Account to the Agent’s Account. Agent agrees not to issue an Activation Instruction with respect to the Controlled Accounts unless a Triggering Event has occurred and is continuing at the time such Activation Instruction is issued;

(iii) So long as no Event of Default has occurred and is continuing or would result therefrom, Borrowers may amend Schedule 10 to add or replace a Controlled Account Bank or Controlled Account and shall upon such addition or replacement provide to Agent an amended Schedule 10; provided, that (A) such prospective Controlled Account Bank shall be reasonably satisfactory to Agent, and (B) within sixty (60) days after the opening of such Controlled Account, the applicable Grantor and such prospective Controlled Account Bank shall have executed and delivered to Agent a Controlled Account Agreement; and

(iv) Other than with respect to Excluded Accounts, no Grantor will make, acquire, or permit to exist Permitted Investments consisting of cash, Cash Equivalents, or amounts credited to Deposit Accounts or Securities Accounts unless, in the case of accounts maintained by a Grantor, such Grantor and the applicable bank or securities intermediary have entered into a Controlled Account Agreement governing such Permitted Investments in order to perfect (or further establish) Agent’s Liens in such Permitted Investments.

(m) Name, Etc. No Grantor will change its name, chief executive office, registered office, organizational identification number, jurisdiction of organization or organizational identity; provided, that any Grantor may change its name, jurisdiction of organization or organizational identity upon at least ten (10) Business Days’ prior written notice to Agent of such change and any Grantor may change its chief executive office or registered office so long as such Grantor provides written notice to Agent within ten (10) Business Days of such change.

(n) Pledged Notes. The Grantors (i) without the prior written consent of Agent, will not (A) waive or release any material obligation of any Person that is obligated under any of the Pledged Notes, (B) take or omit to take any action or knowingly suffer or permit any action to be omitted or taken, the taking or omission of which would result in any right of offset against sums payable under the Pledged Notes, or (C) other than Permitted Dispositions, assign or surrender their rights and interests under any of the Pledged Notes or terminate, cancel, modify, change, supplement or amend the Pledged Notes, and (ii) shall provide to Agent copies of all material written notices (including notices of default) given or received with respect to the Pledged Notes promptly after giving or receiving such notices.

8. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Loan Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Loan Agreement, such provision of the Loan Agreement shall control.

(b) Patent, Trademark, Copyright, Design Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, Patent Security Agreements and Design Security Agreements are supplemental to the provisions of this Agreement, and nothing contained

in the Copyright Security Agreements, Trademark Security Agreements, the Patent Security Agreements or Design Security Agreements shall limit any of the rights or remedies of Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement, Patent Security Agreement or Design Security Agreement, such provision of this Agreement shall control.

(c) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent pursuant to this Agreement and any other Loan Document and the exercise of any right or remedy in respect of the Collateral by the Agent hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, this Agreement and any other Loan Document, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy. The delivery of any Revolving Loan Priority Collateral (as such term is defined in the Intercreditor Agreement) to, or otherwise establishing control of any Revolving Loan Priority Collateral (as such term is defined in the Intercreditor Agreement) in favor of Working Capital Lender under the Working Capital Facility shall satisfy any comparable requirement hereunder or under any other Loan Document to the extent that such delivery is consistent with the terms of the Intercreditor Agreement.

9. Further Assurances.

(a) Subject to any express limitations in this Agreement and the other Loan Documents, each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Agent of financing statements or financing change statements, and such Grantor will execute and deliver to Agent such other instruments or notices, as Agent may reasonably request in writing, in order to perfect and preserve the Security Interest granted or purported to be granted hereby. Agent shall use reasonable efforts to provide a copy of each financing statement or financing change statement filed by Agent with respect to any Grantor to Borrowers promptly after filing, but failure to do so shall not affect Agent's right to make such filings hereunder and shall not result in any liability to Agent.

(c) Each Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by the PPSA for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement, financing change statement or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Agent, subject to such Grantor's rights under the PPSA.

10. Agent's Right to Perform Contracts, Exercise Rights, etc. Upon the occurrence and during the continuance of an Event of Default, Agent (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could (it being

understood and agreed that Agent shall use commercially reasonable efforts to provide such Grantor with concurrent notice of the exercise of Agent's rights under this clause (a); provided that the failure to provide such notice shall not give rise to any liability to Agent or any Lending Party, or affect any rights of Agent pursuant to this clause (a)), (b) shall have the right (subject to Section 17(b)) to use any Grantor's rights under Intellectual Property Licenses as such license permits in connection with the enforcement of Agent's rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of Agent or any of its nominees.

11. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints (until the termination of this Agreement in accordance with its terms or the release of such Grantor from its obligations under this Agreement) Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Loan Agreement, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Agent;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Agent with respect to any of the Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or Intellectual Property Licenses (subject to Section 17(b)) of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, Designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor; and

(g) Agent, on behalf of the Lending Parties, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if Agent shall commence any such suit, the appropriate Grantor shall, at the written request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated in accordance with Section 23 of this Agreement or the release of such Grantor from its obligations under and pursuant to this Agreement.

12. Agent May Perform. If any Grantor fails to perform any agreement contained herein and, so long as no Event of Default has occurred and is continuing and except with respect to the payment of insurance premium renewals, such failure continues for a period of five (5) Business Days after written notice of such failure is delivered by Agent to such Grantor, Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors in accordance with the terms of the Loan Agreement.

13. Agent's Duties. The powers conferred on Agent hereunder are solely to protect Agent's interest in the Collateral, for the benefit of the Lending Parties, and shall not impose any duty upon Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

14. Collection of Accounts, Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, subject to the Intercreditor Agreement, Agent or Agent's designee may (a) make direct verification from Account Debtors with respect to any or all Accounts that are part of the Collateral, (b) notify Account Debtors of any Grantor that the Accounts, Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to Agent, for the benefit of the Lending Parties, or that Agent has a security interest therein, or (c) collect the Accounts, Intangibles and Negotiable Collateral of any Grantor directly (and Agent shall apply the proceeds thereof, if any, in accordance with the Loan Agreement), and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

15. Disposition of Pledged Interests by Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal, provincial or territorial securities laws of Canada and disposition thereof after an Event of Default has occurred and is continuing may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal, provincial or territorial securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof, and (b) such reliance shall be conclusive evidence that Agent has handled the disposition in a commercially reasonable manner.

16. Voting and Other Rights in Respect of Pledged Interests.

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Agent may, at its option, and without any other notice other than as contemplated by subclause (iii) below if an Equity Rights Triggering Event has occurred and is continuing, or with two (2) Business Days' prior written notice to any Grantor if no Equity Rights Triggering Event has occurred and is continuing, in addition to all rights and remedies available to Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend

or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Agent obligated by the terms of this Agreement to exercise such rights, and (ii) Agent may, at its option, duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Agent, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such Pledged Interests in any manner Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable until the payment in full of the Secured Obligations (other than Unasserted Obligations) in accordance with the provisions of the Loan Agreement and the Commitments have been terminated. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, Agent shall (i) not exercise any voting rights, or any other ownership or consensual rights or proxy rights in respect of any Pledged Interest, if no Event of Default has occurred and is continuing, (ii) deliver at least two (2) Business Days' prior written notice to the applicable Grantor before exercising any voting rights, or any other ownership or consensual rights or proxy rights in respect of Pledged Interests owned by such Grantor if no Equity Rights Triggering Event has occurred and is continuing, (iii) in connection with any exercise of voting rights, or any other ownership or consensual rights or proxy rights in respect of Pledged Interests owned by a Grantor, deliver to the issuer of such Pledged Interests any written notice expressly required pursuant to the terms of the Organizational Documents for such Person concurrently with the exercise thereof and (iv) deliver at least five (5) Business Days' prior written notice to the applicable Grantor before foreclosing on or otherwise selling or transferring any Pledged Interests owned by such Grantor.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Agent, vote or take any consensual action with respect to such Pledged Interests which would violate the provisions of the Loan Agreement or the other Loan Documents.

17. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Agent may, subject to Section 16 hereof and, at the instruction of the Required Lenders, shall exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the PPSA or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the PPSA or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon the written request of Agent promptly, assemble all or part of the Collateral as directed by Agent and make it available to Agent or store it at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten (10) days (or five (5) Business Days with respect to foreclosure on Pledged Equity) notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Agent shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. Agent may adjourn any public sale from time to time by announcement at the time

and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that the internet shall constitute a "place" for purposes of Section 63(2) of the PPSA. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 63(2) of the PPSA.

(b) Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, Designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License), as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Agent.

(c) Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the applicable law), (i) [Reserved], and (ii) with respect to any Grantor's Securities Accounts in which Agent's Liens are perfected by control in accordance with the PPSA, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Agent.

(d) Any cash held by Agent as Collateral and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Loan Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Agent shall have the right to an immediate writ of possession without notice of a hearing. Agent shall have the right to the appointment of a receiver or interim receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives (to the extent permitted by applicable law) any objection such Grantor may have thereto or the right to have a bond or other security posted by Agent.

(f) Agent may settle or adjust disputes and claims directly with Account Debtors on Accounts of any Loan Party for amounts on terms and in any order that Agent considers advisable, notify any Person owing any Loan Party money of Agent's Lien on such funds, and verify the amount of such Accounts. Each Loan Party shall collect all payments in trust for Agent for the benefit of Lenders and, if requested by Agent, immediately deliver the payments to Lenders in the form received from the Account Debtor, with proper endorsement for deposit.

(g) Agent may make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its Lien upon the Collateral. Each Loan Party shall assemble the Collateral if Agent so requests and make it available as Agent so designates. Agent or any Lender may enter the premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to

Agent's Lien thereon and pay all expenses incurred. Each Loan Party grants Agent, for the benefit of Lenders, a license to enter and occupy any of its premises, without charge, to exercise any of Agent's or any other Lending Party's rights or remedies.

(h) Agent may ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Agent is hereby granted a non-exclusive, fully-paid, royalty-free license or other right to use without charge, Parent's or any of its Subsidiaries' Patents, Copyrights, Trademarks, Designs and other Intellectual Property, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Agent's exercise of its rights under this Section 17(h), Parent's and each of its Subsidiaries' rights under the Licenses and all franchise agreements inure to Agent for the benefit of Lenders.

(i) Agent may place a "hold" on any account maintained with Agent and or/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral.

(j) Agent may demand and receive possession of the Books and Records of each Loan Party.

18. Remedies Cumulative. Each right, power, and remedy of Agent or any other Lending Party as provided for in this Agreement or the other Loan Documents now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement and the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Agent or any other Lending Party, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Agent or such other Lending Party of any or all such other rights, powers, or remedies.

19. Marshaling. Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

20. Indemnity. Each Grantor agrees to indemnify Agent and the other Lending Parties in accordance with the provisions of the Loan Agreement. This provision shall survive the termination of this Agreement and the Loan Agreement and the repayment of the Secured Obligations.

21. Merger, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific

purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Agent and each Grantor to which such amendment applies.

22. Addresses for Notices. All notices and other written communications provided for hereunder shall be given in the form and manner and delivered to Agent at its address specified in the Loan Agreement, and to any of the Grantor at the notice address specified for Borrowers in the Loan Agreement, or as to any party, at such other address as shall be designated by such party in a written notice to the other party.

23. Continuing Security Interest: Assignments under Loan Agreement.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations (other than Unasserted Obligations) have been paid in full in accordance with the provisions of the Loan Agreement and the Commitments have been terminated, (ii) be binding upon each Grantor, and their respective successors and permitted assigns, and (iii) inure to the benefit of, and be enforceable by, Agent, and its successors, permitted transferees and permitted assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Loan Agreement to any other Person permitted thereunder, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured Obligations (other than Unasserted Obligations), and the termination of the Commitments in accordance with the provisions of the Loan Agreement, the Agent shall be authorized to release the Guaranty made and the Security Interest granted hereby in accordance with Section 9.10 of the Loan Agreement. Upon (A) the consummation of any disposition of Collateral to any third party (other than to a Loan Party or to a Person that would be required to become a Loan Party) pursuant to a transaction permitted by the terms of the Loan Agreement, (B) the receipt by Agent of the Net Proceeds thereof to the extent required pursuant to the terms of the Loan Agreement and (C) the concurrent release of the security interest (if any) in such Collateral securing the Working Capital Facility, the Security Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such release. Upon the payment in full of the Secured Obligations (other than Unasserted Obligations) in accordance with the provisions of the Loan Agreement and the termination of the Commitments, upon Borrowers' request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release. Upon the payment in full of the Guaranteed Obligations (other than Unasserted Obligations) in accordance with the provisions of the Loan Agreement and the termination of the Commitments, Agent shall be authorized to release each Guarantor from its guaranty hereunder in accordance with Section 9.10 of the Loan Agreement and, upon Borrowers' request, Agent will promptly, at the sole expense of Grantors, take any action necessary or desirable to evidence or effect such release as may be reasonably requested by Borrowers. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Loan Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Agent nor any additional Term Loans or other loans made by any Lender to Borrowers, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Agent, nor any other act of the Lending Parties, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by Agent in accordance with the provisions of the Loan Agreement. Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Agent would otherwise have had on any other occasion.

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

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

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

(a) GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES, OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS IN THE PROVINCE OF ONTARIO; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF

FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(a).

(b) SUBMISSION TO JURISDICTIONS. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO, AND ANY APPELLATE COURT FROM THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY OTHER LENDING PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (b) OF THIS SECTION 25. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) WAIVER OF CERTAIN CLAIMS. NO CLAIM MAY BE MADE BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH PARTY HERETO HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(e) SERVICE OF PROCESS. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICES OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAWS.

(f) WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THERE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH

MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(g) [Reserved].

26. New Subsidiaries. Pursuant to Section 6.19 of the Loan Agreement, certain Subsidiaries (whether by acquisition or creation) of any Grantor are required to enter into this Agreement by executing and delivering in favor of Agent a Joinder to this Agreement in substantially the form of Annex 1. Upon the execution and delivery of Annex 1 by any such new Subsidiary, such Subsidiary shall become a Guarantor and/or Grantor hereunder with the same force and effect as if originally named as a Guarantor and/or Grantor herein. The execution and delivery of any instrument adding an additional Guarantor and/or Grantor as a party to this Agreement shall not require the consent of any Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

27. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Agent” shall be a reference to Agent, for the benefit of each Lending Party.

28. Miscellaneous.

(a) This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

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

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any Lending Party, or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

(e) Anything herein to the contrary notwithstanding, the liens and security interests securing the Secured Obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of Agent and Lenders hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

29. ULC Shares

Notwithstanding anything else contained in this Agreement or any other Loan Document, each Grantor is and shall remain the sole registered and beneficial owner of all Collateral that consists of shares of an unlimited company, an unlimited liability company or an unlimited liability corporation incorporated pursuant to, or otherwise governed by, the laws of any province of Canada (a “ULC”) until such time as the shares of the ULC (the “ULC Shares”) are transferred to the Agent or its nominee on the books and records of the ULC. Until then, each applicable Grantor shall receive for its own account any dividends or other distributions in respect of ULC Shares that are Collateral and may vote such ULC Shares and control the direction, management and policies of any ULC to the same extent as it would if such ULC Shares were not pledged to the Agent. Nothing in this Agreement or any other Loan Document is intended to, or shall, constitute the Agent or any other Lending Party a member or shareholder of a ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (British Columbia) or the *Business Corporations Act* (Alberta) until such time as notice is given by the Agent to the applicable Grantor and further steps are taken, at the request and direction of the Agent, to register the Agent or its nominee as the holder of such ULC Shares. If any provision of this Agreement would have the effect of constituting the Agent or any other Lending Party a member or shareholder of a ULC prior to such time, that provision shall be severed from this Agreement and ineffective with respect to shares of such ULC without otherwise invalidating or rendering unenforceable this Agreement as it relates to all other Collateral.

30. Judgment Currency.

(a) If, for the purpose of (a) obtaining or enforcing judgment against any Grantor or Guarantor in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 29 referred to as the “Judgment Currency”) an amount due under any Loan Document in any currency (the “Obligation Currency”) other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the courts of any other jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made pursuant to this Section 29 being hereinafter in this Section 29 referred to as the “Judgment Conversion Date”).

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 29(a) there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, the applicable Grantors and Guarantors shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from any Grantor or Guarantor under this Section 29(b) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term “rate of exchange” in this Section 29 means the rate of exchange at which Agent, on the relevant date at or about 12:00 noon (New York time), would be prepared to sell, in accordance with Agent’s normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

SOROC CANADIAN CALLCO INC.,

an Ontario corporation,

as a Grantor and a Guarantor

SOROC CANADIAN ROLLOVERCO INC.,

an Ontario corporation,

as a Grantor and a Guarantor

SOROC CANADIAN BUYERCO INC.,

an Ontario corporation,

as a Grantor and a Borrower

RC DATA CORP.,

an Ontario corporation,

as a Grantor and a Borrower

SOROC HOLDINGS INC.,

an Ontario corporation,

as a Grantor and a Borrower

SOROC TECHNOLOGY INC.,

an Ontario corporation,

as a Grantor and a Borrower

SOROC DATA SERVICES LIMITED,

an Ontario corporation,

as a Grantor and a Guarantor

SOROC TECHNOLOGY (UK) INC.,

an Ontario corporation,

as a Grantor and a Guarantor

SOROC SECURITY INC.,

an Ontario corporation,

as a Grantor and a Guarantor

Tim Liu

By: _____

Name: Timothy Liu

Title: Secretary

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Agent

Barbara J. S. McKee

By: _____
Name: Barbara J. S. McKee
Title: Managing Partner

SCHEDULE 1

[Reserved]

SCHEDULE 2*Copyrights*

Nil.

SCHEDULE 3

Intellectual Property Licenses

1. License Agreement between Soroc Data Services Limited and Soroc Technology Inc. dated July 19, 2012.
2. License Agreement between Soroc Technology Inc. and Soroc Data Services Limited dated August 24, 2014.
3. Trademark License Agreement between 2249176 Ontario Inc. and Soroc Technology Inc. dated December 31, 2010, as amended December 31, 2010, as assigned to Soroc Data Services Limited by assignment dated December 30, 2016.
4. Partnership Agreement between Vasek Pospisil and Soroc Technology Inc.
5. Global Logistics Network Services Agreement between the Descartes Systems Group Inc. and Soroc Technology Inc. dated February 17, 2010.
6. Master Services Agreement between Telus Communications Inc and Soroc Technology Inc dated July 1, 2019.
7. Global Master Services Agreement between ADP Canada Co., ADP, LLC, Soroc Technology Inc., and Soroc Technology Corp., and related pricing amendment executed August 12, 2020.
8. Master Services Agreement between Canadian Tire Corporation, Limited and Soroc Technology Inc. dated May 1, 2009, as amended January 7, 2014, March 13, 2014, January 26, 2015, April 3, 2017, October 18, 2018, and May 1, 2020.
9. Amended and Restated Standard Master Services Agreement between Canadian Imperial Bank of Commerce and Soroc Technology Inc. dated July 1, 2019.
10. Amended and Restated Tech Deliverables and Services Tower between Canadian Imperial Bank of Commerce and Soroc Technology Inc. dated July 1, 2019.
11. Master Consolidated Services Agreement between Soroc Technology Incorporated and Hewlett-Packard Company dated February 1, 2009, as amended October 12, 2009 and January 1, 2012.
12. Master Subcontract Agreement between Soroc Technology Inc. and Hewlett-Packard (Canada) Co. dated April 19, 2004, as amended August 13, 2004, November 12, 2004, June 28, 2005, and January 1, 2016
13. Base Services and Consulting Agreement between HP Inc. and Soroc Technology, Inc. dated January 1, 2018.
14. HP Inc. Partner Agreement between HP Inc. and Soroc Technology Corp. dated March 17, 2016.
15. EEG API Usage and Access Agreement between Soroc Technology Inc. and HP Canada Co. dated September 13, 2018.
16. Master Services Agreement between Soroc Technology Inc. and Avida 2015 Inc. dated March 15, 2015, as amended April 24, 2015, March 2016, and January 1, 2019.

17. Dell EMC Support and Deployment Services Co-Deliver Terms and Conditions between DELL and Soroc Technology Inc. dated June 12, 2019.
18. Master Relationship Agreement between Dell Canada Inc. and Soroc Technology Inc. dated August 13, 2020.
19. Reseller and Services Agreement between the Toronto-Dominion Bank and Soroc Holdings Inc. dated July 11, 2016, as amended April 20, 2018 and May 1, 2018.
20. Letter Agreement between Sun Life Assurance Company of Canada and Soroc Technology Inc. dated March 5, 2013.
21. Rogers Referral Dealer Agreement between Ingram Micro Inc. and Soroc Technology Inc. dated March 18, 2015.
22. Master Supplier Agreement between Royal Bank of Canada and Soroc Technology Inc. dated August 1, 2017.
23. Professional Services Agreement between Planet Personnel Agency Inc. and Soroc Technology Inc. dated August 15, 2019.
24. Master Subcontracting Agreement between CodeGreenX, d/b/a Motocitee Industries, Inc, and Soroc Technology Inc. dated May 4, 2020.
25. Authorized Reseller Agreement between Cohesity, Inc. and Soroc Technology Corp. dated October 17, 2016.
26. Professional Service Agreement between EMC Corporation of Canada, Inc. and Soroc Technology Inc. dated December 16, 2013
27. Warehousing and Transportation Services Agreement between Soroc Technology Inc. and Apple Express Courier Ltd. dated August 1, 2007, as amended July 20, 2012, October 29, 2012, November 26, 2012, and January 18, 2013
28. HP Reseller Business Terms between Soroc Technology Inc. and Hewlett-Packard (Canada) Ltd
29. Program Master Terms and Conditions between Zebra Technologies International, LLC and Soroc Technology Inc.
30. Master Services Agreement between Cohesity Inc. and Soroc Technology Inc. dated June 1, 2017.
31. Oracle PartnerNetwork Agreement between Oracle Canada ULC and Soroc Technology Inc. dated September 30, 2020.
32. Master Distribution Agreement between Soroc Technology Inc. and Oracle Canada ULC dated December 6, 2018.
33. VMware Solution Provider Partner Program Agreement between VMware International Unlimited Company and Soroc Technology Inc. dated January 16, 2020.
34. Oracle PartnerNetwork Worldwide Agreement between Oracle Canada ULC and Soroc Technology Inc.

35. Professional Services Agreement among Soroc Technology Inc., Soroc Technology Corp., Soroc Data Services, Bell Canada, and BCE Nexxia Corporation dated February 1, 2007, as amended February 1, 2010, March 1, 2010, February 1, 2012, February 1, 2014, February 1, 2016, and February 1, 2019.
36. 2020 Samsung STEP Program Agreement between Samsung Electronics Canada Inc. and Soroc Technology Inc. dated February 14, 2020.
37. Indirect Partner Program Agreement between NetApp, Inc. and Soroc Technology Inc. dated June 8, 2017.
38. License Agreement between Soroc Technology Inc. and Soroc Data Services Limited dated December 28, 2019.
39. Buyer-Initiated Payments Buyer Agreement between Amex Bank of Canada and Soroc Technology Inc. dated February 19, 2015.¹

¹ Notice of termination was delivered on December 11, 2020.

SCHEDULE 4*Patents*

Nil.

SCHEDULE 5*Pledged Companies***(A) Pre-Amalgamation**

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Soroc Canadian CallCo Inc.	Soroc Canadian RolloverCo Inc.	100	Common shares	100%.	100%.	C-1
Soroc Canadian CallCo Inc.	Soroc Canadian RolloverCo Inc.	20,000	Common shares	100%.	100%.	C-2
Soroc Canadian RolloverCo Inc.	Soroc Canadian BuyerCo Inc.	100	Common shares	100%	100%	C-1
Soroc Canadian RolloverCo Inc.	Soroc Canadian BuyerCo Inc.	20,000	Common shares	100%	100%	C-2
Soroc Canadian RolloverCo Inc.	Soroc Canadian BuyerCo Inc.	8,838.5	Common shares	100%	100%	C-3
Soroc Canadian BuyerCo Inc.	RC Data Corp.	1,359,356	Class E special shares	100%	100%	CES-9
Soroc Canadian BuyerCo Inc.	RC Data Corp.	51,278,118	Class F special shares	100%	100%	CFS-2
Soroc Canadian BuyerCo Inc.	RC Data Corp.	8,838,500	Class 3 common shares	100%	100%	C3C-3
RC Data Corp	Soroc Holdings Inc.	9,000,000	Class A common shares	100%	100%	CA-2
RC Data Corp	Soroc Holdings Inc.	29,991	Class C common shares	100%	100%	CC-2
Soroc Holdings Inc.	Soroc Technology Inc.	10,237,551.9	Common shares	100%	100%	C-22
Soroc Holdings	Soroc	50,000	Class "A" special	100%	100%	SA-11

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Inc.	Technology Inc.		shares			
Soroc Holdings Inc.	Soroc Data Services Limited	50	Common shares	100%	100%	C-2
Soroc Technology Inc.	Soroc Data Services Limited	4	Class C special shares	100%	100%	CCS-1 CCS-2 CCS-3 CCS-4
Soroc Holdings Inc.	Soroc Technology (UK) Inc.	100	Common shares	100%	100%	C-1
Soroc Holdings Inc.	Soroc Security Inc.	100	Common shares	100%	100%	C-1

(B) Post-Amalgamation

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Soroc Canadian CallCo Inc.	Soroc Canadian RolloverCo Inc.	100	Common shares	100%.	100%.	C-1
Soroc Canadian CallCo Inc.	Soroc Canadian RolloverCo Inc.	20,000	Common shares	100%.	100%.	C-2
Soroc Canadian RolloverCo Inc.	Soroc Technology Inc.	20,100	Common shares	100%	100%	C-1
Soroc Canadian RolloverCo Inc.	Soroc Technology Inc.	8,838.5	Common shares	100%	100%	C-2
Soroc Technology Inc.	Soroc Data Services Limited	50	Common shares	100%	100%	C-3
Soroc Technology Inc.	Soroc Data Services Limited	4	Class C special shares	100%	100%	CCS-5

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Soroc Holdings Inc.	Soroc Technology (UK) Inc.	100	Common shares	100%	100%	C-2
Soroc Holdings Inc.	Soroc Security Inc.	100	Common shares	100%	100%	C-2

SCHEDULE 6*Trademarks*

Registrations:

Nil.

Applications:

Trademark	Grantor	Registration/Application No.	Application Date
SOROC	Soroc Data Services Limited	Application No. 1992905	October 29, 2019
SOROC & Design 	Soroc Data Services Limited	Application No. 1992906	October 29, 2019

OTHER TRADEMARKS:

Domain Names:

1. soroc.com
2. sorocselect.ca
3. sorocselect.com
4. soroc.ca
5. soroc.org
6. soroc.net
7. soroclab.com
8. soroc.info
9. soroc.biz

Trade Names: Nil.

SCHEDULE 7*Name; Chief Executive Office; Tax Identification Numbers and Organizational Numbers***(A) Pre-Amalgamation**

Legal Name	Chief Executive Office	Organizational Number	Federal Taxpayer Identification Number
Soroc Parent Guarantor Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	4280731	85-4139704
Soroc Technology Holdings LLC	607 Chrislea Road, Woodbridge, ON L4L 8A3	4280742	85-4136335
Soroc Canadian BuyerCo Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	002797266	N/A
Soroc Canadian CallCo Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	002797265	N/A
Soroc Canadian RolloverCo Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	002797264	N/A
RC Data Corp.	607 Chrislea Road, Woodbridge, ON L4L 8A3	1600674	89641 6559 RC0002
Soroc Holdings Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	2426780	84239 2581 RC0001
Soroc Data Services Limited	607 Chrislea Road, Woodbridge, ON L4L 8A3	1512775	86491 3314 RC0001
Soroc Technology Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	494158	10493 3973 RC0001
Soroc Technology Corp.	607 Chrislea Road, Woodbridge, ON L4L 8A3	2948567	16-1559046

Soroc Technology (UK) Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	2589126	70209 3121 RC0001
Soroc Security Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	2679618	71167 7310 RC0001

(B) Post-Amalgamation

Legal Name	Chief Executive Office	Organizational Number	Federal Taxpayer Identification Number
Soroc Canadian CallCo Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	002797265	N/A
Soroc Canadian RolloverCo Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	002797264	N/A
Soroc Data Services Limited	607 Chrislea Road, Woodbridge, ON L4L 8A3	1512775	86491 3314 RC0001
Soroc Technology Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	TBD	TBD
Soroc Technology (UK) Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	2589126	70209 3121 RC0001
Soroc Security Inc.	607 Chrislea Road, Woodbridge, ON L4L 8A3	2679618	71167 7310 RC0001

SCHEDULE 8

Owned Real Property

Nil.

SCHEDULE 9*Deposit Accounts and Securities Accounts*

Name of Loan Party	Bank Name	Bank Address	Account Number	Type of Account	Excluded Account (Y / N)
RC Data Corp.	TD Canada Trust	77 Bloor Street West Toronto, ON M5S 1M2	1104-5262213	Operating Account	N
Soroc Holdings Inc.	TD Canada Trust	77 Bloor Street West	1104 5262264	Operating Account	N
Soroc Technology (UK) Inc.	TD Canada Trust	Toronto, ON M5S 1M2	1104 5306881	Operating Account	N
Soroc Technology (UK) Inc.	TD Canada Trust	77 Bloor Street West	0360 01 3172661	Operating Account	N
Soroc Technology Inc.	TD Canada Trust	Toronto, ON M5S 1M2	1104-5262175	Collection/Control/Loan/Blocked Account	N
Soroc Technology Inc.	TD Canada Trust	77 Bloor Street West	1104-5262183	Disbursement Account	Y
Soroc Technology Inc.	TD Canada Trust	Toronto, ON M5S 1M2	1104-7318655	Collection/Control/Loan/Blocked Account	N
Soroc Technology Inc.	TD Canada Trust	77 Bloor Street West	1104-7318663	Disbursement Account	Y
Soroc Data Services Limited	TD Canada Trust	Toronto, ON M5S 1M2	1104-5262191	Collection/Control/Loan/Blocked Account	N
Soroc Data Services Limited	TD Canada Trust	77 Bloor Street West	1104-5262205	Disbursement Account	Y
Soroc Technology Corp.	TD Canada Trust	Toronto, ON M5S 1M2	1104-7318671	Collection/Control/Loan/Blocked Account	N
Soroc Technology Corp.	TD Canada Trust	77 Bloor Street West	1104-7318698	Disbursement Account	Y

SCHEDULE 10*Controlled Account Banks*

The Toronto-Dominion Bank (d.b.a. TD Canada Trust)

SCHEDULE 11*List of PPSA Filing Jurisdictions***(A) Pre-Amalgamation**

Grantor	Jurisdictions
Soroc Canadian CallCo Inc.	Ontario
Soroc Canadian RolloverCo Inc.	Ontario
Soroc Canadian BuyerCo Inc.	Ontario
RC Data Corp.	Ontario
Soroc Holdings Inc.	Ontario
Soroc Technology Inc.	Ontario Alberta British Columbia Manitoba New Brunswick Newfoundland and Labrador Northwest Territories Nova Scotia Prince Edward Island Saskatchewan Yukon
Soroc Data Services Limited	Ontario
Soroc Technology (UK) Inc.	Ontario
Soroc Security Inc.	Ontario

(B) Post Amalgamation

Grantor	Jurisdictions
Soroc Canadian CallCo Inc.	Ontario
Soroc Canadian RolloverCo Inc.	Ontario
Soroc Technology Inc.	Ontario Alberta British Columbia Manitoba New Brunswick Newfoundland and Labrador

	Northwest Territories Nova Scotia Prince Edward Island Saskatchewan Yukon
Soroc Data Services Limited	Ontario
Soroc Technology (UK) Inc.	Ontario
Soroc Security Inc.	Ontario

SCHEDULE 12

Designs

Nil.

**ANNEX 1 TO CANADIAN GUARANTY AND SECURITY AGREEMENT
FORM OF JOINDER**

Joinder No. ____ (this “**Joinder**”), dated as of _____ 20____, to the Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), by and among the Persons from time to time party thereto as “**Grantors**” (each, a “**Grantor**” and, collectively, the “**Grantors**”) and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“**White Oak**”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“Parent”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*;

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce the Lending Parties to make certain financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents;

WHEREAS, pursuant to Section 6.19 of the Loan Agreement and Section 26 of the Guaranty and Security Agreement, certain Subsidiaries of the Grantors, must execute and deliver certain Loan Documents, including the Guaranty and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor or Grantors (collectively, the “**New Grantors**”) may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lending Parties; and

WHEREAS, each New Grantor (a) is [an Affiliate] [a Subsidiary] of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lending Parties, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 26 of the Guaranty and Security Agreement, each New Grantor, by its signature below, becomes a "Grantor" and a "Guarantor" under the Guaranty and Security Agreement with the same force and effect as if originally named therein as a "Grantor" and a "Guarantor" and each New Grantor hereby (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a "Grantor" and as a "Guarantor" thereunder, and (b) represents and warrants that the representations and warranties made by it as a "Grantor" and as a "Guarantor" thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor hereby (i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations, and (ii) unconditionally grants to Agent, for the benefit of the Lending Parties, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor's right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a "Grantor" or "Guarantor" in the Guaranty and Security Agreement shall be deemed to include each New Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

2. Schedule 1, "[Reserved]", Schedule 2, "Copyrights", Schedule 3, "Intellectual Property Licenses", Schedule 4, "Patents", Schedule 5, "Pledged Companies", Schedule 6, "Trademarks", Schedule 7, Name; Chief Executive Office and Registered Office; Organizational Numbers, Schedule 8, "Owned Real Property", Schedule 9, "Deposit Accounts and Securities Accounts", Schedule 10, "Controlled Account Banks", Schedule 11, "List of PPSA Filing Jurisdictions" and Schedule 12, "Designs" attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, Schedule 10, Schedule 11 and Schedule 12 respectively, to the Guaranty and Security Agreement and shall be deemed a part thereof for all purposes of the Guaranty and Security Agreement.

3. Each New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and financing change statements thereto (a) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by the PPSA for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or financing change statements previously filed by Agent in any jurisdiction in connection with the Loan Documents.

4. Each New Grantor represents and warrants to Agent and the Lending Parties that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other

electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

6. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTORS:

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Agent

By: _____
Name: _____
Title: _____

EXHIBIT A**COPYRIGHT SECURITY AGREEMENT**

This COPYRIGHT SECURITY AGREEMENT (this “Copyright Security Agreement”) is made this _____ day of _____, 20____, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“White Oak”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the undersigned Grantors are required to execute and deliver to Agent, for the benefit of the Lending Parties, this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL.** Each Grantor hereby unconditionally grants to Agent, for the benefit each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Copyright Security Agreement as the

“**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “**Copyright Collateral**”):

(a) all of such Grantor’s Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Copyright Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **[Reserved].**

6. **COUNTERPARTS.** This Copyright Security Agreement is a Loan Document. This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[____], a [____]

By: _____

Name: _____

Title: _____

[____], a [____]

By: _____

Name: _____

Title: _____

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Agent

By: _____

Name:

Title:

SCHEDULE I TO COPYRIGHT SECURITY AGREEMENTCopyright Registrations

Grantor	Country	Copyright	Registration No.	Registration Date

Copyright Licenses

EXHIBIT B**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is made this _____ day of _____, 20____, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“**White Oak**”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lending Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants to Agent, for the benefit of each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any

of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[____], a [____]

By: _____
Name: _____
Title: _____

[____], a [____]

By: _____
Name: _____
Title: _____

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Agent

By: _____

Name:

Title:

SCHEDULE I TO PATENT SECURITY AGREEMENTPatents

Grantor	Country	Patent	Application/ Patent No.	Filing Date

Patent Licenses

EXHIBIT C**PLEDGED INTERESTS ADDENDUM**

This Pledged Interests Addendum, dated as of _____, 20____ (this “Pledged Interests Addendum”), is delivered pursuant to Section 7(i) of the Guaranty and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by the undersigned, together with the other Grantors named therein, to **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Agent in the Guaranty and Security Agreement and any pledged company set forth on Schedule I shall be and become a “Pledged Company” under the Guaranty and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged Interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guaranty and Security Agreement of the undersigned are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____]

By: _____
Name:
Title:

SCHEDULE I TO PLEDGED INTERESTS ADDENDUM*Pledged Interests*

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.

EXHIBIT D**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this _____ day of _____, 20____, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“White Oak”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“Parent”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lending Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants to Agent, for the benefit each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following (except to the

extent any of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND

SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS
REFERENCE, *MUTATIS MUTANDIS*.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[____], a [____]

By: _____

Name: _____

Title: _____

[____], a [____]

By: _____

Name: _____

Title: _____

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Agent

By: _____

Name:

Title:

SCHEDULE I TO TRADEMARK SECURITY AGREEMENTTrademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date

Trademark Licenses

EXHIBIT E**DESIGN SECURITY AGREEMENT**

This DESIGN SECURITY AGREEMENT (this “**Design Security Agreement**”) is made this _____ day of _____, 20____, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“**White Oak**”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lending Parties, this Design Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

8. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Design Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

9. **GRANT OF SECURITY INTEREST IN DESIGN COLLATERAL.** Each Grantor hereby unconditionally grants to Agent, for the benefit of each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Design Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any

of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “Design Collateral”):

(a) all of its Design and Design Intellectual Property Licenses to which it is a party including those referred to on Schedule I; and

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Design or any Design exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Design Intellectual Property License.

10. **SECURITY FOR SECURED OBLIGATIONS.** This Design Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Design Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

11. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Design Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Design Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Design Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

12. **[Reserved].**

13. **COUNTERPARTS.** This Design Security Agreement is a Loan Document. This Design Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Design Security Agreement. Delivery of an executed counterpart of this Design Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Design Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

14. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS DESIGN SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Design Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[____], a [____]

By: _____
Name: _____
Title: _____

[____], a [____]

By: _____
Name: _____
Title: _____

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Agent

By: _____

Name:

Title:

SCHEDULE I TO DESIGN SECURITY AGREEMENTDesigns

Grantor	Country	Design	Application/ Patent No.	Filing Date

Design License

**JOINDER
TO
CANADIAN GUARANTY AND SECURITY AGREEMENT**

Joinder No. 1 (this “Joinder”), dated as of January 18, 2022, to the Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), by and among the Persons from time to time party thereto as “Grantors” (each, a “**Grantor**” and, collectively, the “**Grantors**”) and **HSBC BANK USA, NATIONAL ASSOCIATION**, in its capacity as successor administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as amended by a first amendment dated as of March 3, 2021, a second amendment dated as of January 18, 2022 and as it may be amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“Holdings”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“Canadian Purchaser”), **RC DATA CORP.**, an Ontario corporation (“RC Data”), **SOROC HOLDINGS INC.**, an Ontario corporation (“Canadian Holdings”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“Technology Canada”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “Borrower” and, collectively, the “Borrowers”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“Parent”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and White Oak Global Advisors, LLC, which has now been replaced by the Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*;

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce the Lending Parties to make certain financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents;

WHEREAS, pursuant to Section 6.19 of the Loan Agreement and Section 26 of the Guaranty and Security Agreement, certain Subsidiaries of the Grantors, must execute and deliver certain Loan Documents, including the Guaranty and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor or Grantors (collectively, the “**New Grantors**”) may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lending Parties; and

WHEREAS, the New Grantor (a) is a Subsidiary of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lending Parties, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor hereby agrees as follows:

1. In accordance with Section 26 of the Guaranty and Security Agreement, the New Grantor, by its signature below, becomes a “Grantor” and a “Guarantor” under the Guaranty and Security Agreement with the same force and effect as if originally named therein as a “Grantor” and a “Guarantor” and the New Grantor hereby, except as modified below, (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a “Grantor” and as a “Guarantor” thereunder, and (b) represents and warrants that the representations and warranties made by it as a “Grantor” and as a “Guarantor” thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, the New Grantor hereby (i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations, other than any part of the Guaranteed Obligations that was borrowed for the purpose of or in connection with the purchase of shares issued by the New Grantor, and (ii) unconditionally grants to Agent, for the benefit of the Lending Parties, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor’s right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a “Grantor” or “Guarantor” in the Guaranty and Security Agreement shall be deemed to include the New Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

2. Schedule 1, “[Reserved]”, Schedule 2, “Copyrights”, Schedule 3, “Intellectual Property Licenses”, Schedule 4, “Patents”, Schedule 5, “Pledged Companies”, Schedule 6, “Trademarks”, Schedule 7, Name; Chief Executive Office and Registered Office; Organizational Numbers, Schedule 8, “Owned Real Property”, Schedule 9, “Deposit Accounts and Securities Accounts”, Schedule 10, “Controlled Account Banks”, Schedule 11, “List of PPSA Filing Jurisdictions” and Schedule 12, “Designs” attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, Schedule 10, Schedule 11 and Schedule 12 respectively, to the Guaranty and Security Agreement and shall be deemed a part thereof for all purposes of the Guaranty and Security Agreement.

3. The New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and financing change statements thereto (a) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by the PPSA for the sufficiency or filing office acceptance. The New Grantor also hereby ratifies any and all financing statements or financing change statements previously filed by Agent (including by its predecessor, as the prior Agent) in any jurisdiction in connection with the Loan Documents.

4. The New Grantor represents and warrants to Agent and the Lending Parties that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered,

shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

6. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

DECISIONONE CORPORATION

By: 
Name: Joe Purchio
Title: Chief Financial Officer

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

DECISIONONE CORPORATION

By: _____
Name: _____
Title: _____

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Asma Alghofailey
Title:

Vice President

SCHEDULE 1

[Reserved]

SCHEDULE 2*Copyrights*

None.

SCHEDULE 3*Intellectual Property Licenses*

None.

SCHEDULE 4*Patents*

None.

SCHEDULE 5*Pledged Companies*

None.

SCHEDULE 6*Trademarks*

Registrations:

None.

Applications:

None.

OTHER TRADEMARKS:

Domain Names:

None.

Trade Names:

None.

SCHEDULE 7

Name; Chief Executive Office; Tax Identification Numbers and Organizational Numbers

Legal Name	Chief Executive Office	Organizational Number	Business Number/Federal Taxpayer Identification Number
DecisionOne Corporation, a New Brunswick corporation	Corporation	622774	12172 0726 RC0001

SCHEDULE 8

Owned Real Property

None.

SCHEDULE 9*Deposit Accounts and Securities Accounts*

Name of Loan Party	Bank Name	Bank Address	Account Number	Type of Account	Excluded Account (Y / N)
DecisionOne Corporation, a New Brunswick Corporation	The Bank of Nova Scotia o/a Scotiabank	The Bank of Nova Scotia o/a Scotiabank 44 King Street West Toronto, ON M5H 1H1	77842 00196 15	Scotiabank Cdn\$	N
DecisionOne Corporation, a New Brunswick Corporation	The Bank of Nova Scotia o/a Scotiabank	The Bank of Nova Scotia o/a Scotiabank 44 King Street West Toronto, ON M5H 1H1	47696 17540 17	Scotiabank US\$	N

SCHEDULE 10*Controlled Account Banks*

The Bank of Nova Scotia o/a Scotiabank

SCHEDULE 11*List of PPSA Filing Jurisdictions*

Grantor	Jurisdictions
DecisionOne Corporation, a New Brunswick corporation	New Brunswick Ontario

SCHEDULE 12

Designs

None.

This is Exhibit "E" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

McCarthy Tétrault LLP
 PO Box 48, Suite 5300
 Toronto-Dominion Bank Tower
 Toronto ON M5K 1E6
 Canada
 Tel: 416-362-1812
 Fax: 416-868-0673



Heather L. Meredith
 Direct Line: (416) 601-8342
 Direct Fax: (416) 868-0673
 Email: hmeredith@mccarthy.ca

Assistant: Paul, June E.
Direct Line: (416) 601-7594
Email: jpaul@mccarthy.ca

April 26, 2023

Via Registered Mail and Email

Soroc Technology Holdings LLC,
 DecisionOne Corporation, a Delaware Corporation,
 DecisionOne Corporation, a New Brunswick Corporation,
 20 Tumble Road
 Bedford, NH 03110

Attention: Jeff Varsalone, Chief Restructuring Officer
 Email: jvarsalone@vrsrestructuring.com

With a copy to:
 Norton Rose Fulbright Canada LLP
 222 Bay Street, Suite 3000
 Toronto, ON M5K 1E7

Attention: Jennifer Stam / Evan Cobb
 Email: Jennifer.stam@nortonrosefulbright.com /
evan.cobb@nortonrosefulbright.com

To Whom It May Concern:

Re: DEMAND AND NOTICE OF INTENTION TO ENFORCE SECURITY relating to the
 Loan Agreement (as defined below) by and among (a) Soroc Parent Guarantor Inc.
 ("Parent"), (b) Soroc Technology Holdings LLC ("Holdings", together with any
 other Person joined to the Loan Agreement as a borrower from time to time, each
 a "Borrower" and collectively, the "Borrowers"), (c) Soroc Canadian CallCo Inc.
 ("CallCo"), Soroc Canadian Rolloverco Inc. ("RolloverCo"), DecisionOne
 Corporation, a Delaware corporation ("DecisionOne US"), DecisionOne
 Corporation, a New Brunswick corporation ("DecisionOne CA", and collectively
 with Parent, CallCo, RolloverCo, DecisionOne US, collectively, the "Guarantors"
 and each a "Guarantor", and the Borrowers and the Guarantors, each, a "Loan
 Party" and collectively, the "Loan Parties") and (d) STC Lender LP ("Lender
 NewCo") as the sole Lender and (e) White Oak Global Advisors, LLC ("White Oak"),
 as administrative agent for itself and the Lenders (in such capacity, and together
 with its successors and permitted assigns, the "Administrative Agent" and as
 lender representative (in such capacity, and together with its successors and
 permitted assigns, the "Lender Representative")

As you are aware, we are the lawyers for White Oak in its capacity as Administrative Agent and
 Lender Representative. Capitalized terms not otherwise defined in this letter have the meanings

assigned to them in the Loan Agreement, the Fourth Amendment, the Canadian Guaranty and Security Agreement (each as defined below), as applicable.

Reference is made to the Loan Agreement dated as of December 21, 2020 by and among the Borrower, Guarantors, Lender NewCo and White Oak (as amended by Amendment Letter No. 1 dated March 3, 2021, further amended by the Second Amendment dated January 18, 2022, the Third Amendment dated March 8, 2023, the Fourth Amendment dated March 28, 2023 (the **“Fourth Amendment”**), and as same may be further amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the **“Loan Agreement”**). Pursuant to the Loan Agreement, the Lenders extended Term Loans and certain other financial accommodations to or for the benefit of the Borrowers and other Loan Parties.

Reference is also made to the following security documents (collectively with the Loan Agreement and the Fourth Amendment, the **“Loan and Security Documents”**):

- Guaranty and Security Agreement dated as of December 18, 2020 by and among Soroc Canadian CallCo Inc., Soroc Canadian RolloverCo Inc., Soroc Canadian BuyerCo Inc., RC Data Corp., Soroc Holdings Inc., Soroc Technology Inc., Soroc Data Services Limited, Soroc Technology (UK) Inc, Soroc Security Inc. and White Oak as Administrative Agent (the **“Guaranty and Security Agreement”**); and
- Canadian Guaranty and Security Agreement dated as of December 21, 2020 by and among Soroc Canadian CallCo Inc., Soroc Canadian RolloverCo Inc., Soroc Canadian BuyerCo Inc., RC Data Corp., Soroc Holdings Inc., Soroc Technology Inc., Soroc Data Services Limited, Soroc Technology (UK) Inc, Soroc Security Inc. and White Oak as Administrative Agent (the **“Canadian Guaranty and Security Agreement”**) and Joinder No. 1 to the Canadian Guaranty and Security Agreement dated January 18, 2022 (the **“Joinder”**) by and among DecisionOne CA and HSBC Bank USA, National Association, which, at the time, had replaced White Oak as Administrative Agent.

Pursuant to each of the Guaranty and Security Agreement and the Canadian Guaranty and Security Agreement (and the Joinder), (i) each Guarantor unconditionally guaranteed the performance of all Obligations under the Existing Loan Agreement and the related Loan Documents, and (ii) each Loan Party granted the Administrative Agent (for the benefit of itself and the secured parties) a lien and security interest upon all or substantially all of its personal property (the **“Collateral”**) in order to secure the Obligations.

As of March 28, 2023, the Loan Parties, Lender NewCo, White Oak and D2 Asset Corp. entered into a D1 Restructuring Agreement (the **“D1 Restructuring Agreement”**) and the Loan Parties, Lender Newco and White Oak entered into the Fourth Amendment. In each of the D1 Restructuring Agreement and the Fourth Amendment, the Loan Parties acknowledge that:

- (a) the Administrative Agent previously provided the Loan Parties with proper written notice that the following Events of Default have occurred and are continuing (collectively, the **“Existing Defaults”**):
 - a. an Event of Default under section 8.01(b) of the Original Loan Agreement as a result of the Total Leverage Ratio of Parent and its Subsidiaries, on a consolidated basis, exceeding the maximum Total Leverage Ratio permitted under section

227500/556837
MT MTDOCS 47544632v5

6.13(b) of the Original Loan Agreement for the Fiscal Quarter ended June 30, 2022;

- b. Events of Default under section 8.01(b) of the Original Loan Agreement as a result of: (a) the Total Leverage Ratio of Parent and its Subsidiaries, on a consolidated basis, exceeding the maximum Total Leverage Ratio permitted under section 6.13(b) of the Original Loan Agreement, and (b) the Fixed Charge Coverage Ratio of Parent and its Subsidiaries, on a consolidated basis, being less the minimum Fixed Charge Coverage Ratio permitted under section 6.13(c) of the Original Loan Agreement, in each case for the Fiscal Quarter ended September 30, 2022; and
- c. Events of Default under section 8.01(b) of the Original Loan Agreement as a result of (a) the Total Leverage Ratio of Parent and its Subsidiaries, on a consolidated basis, exceeding the maximum Total Leverage Ratio permitted under section 6.13(b) of the Original Loan Agreement and (b) the Fixed Charge Coverage Ratio of Parent and its Subsidiaries, on a consolidated basis, being less the minimum Fixed Charge Coverage Ratio permitted under section 6.13(c) of the Original Loan Agreement, in each case for the Fiscal Quarter ended December 31, 2022.

(b) the Existing Defaults have occurred and are still outstanding;

(c) as a result of the Existing Defaults, (i) the Administrative Agent and the Lenders properly elected to accelerate the Obligations (including any make whole premium or other prepayment fee) and to declare them immediately due and payable, and (ii) such Obligations have been duly accelerated and declared immediately due and payable pursuant to such election in accordance with the Loan Documents; and

(d) due to the continuing Existing Defaults, the Administrative Agent and/or the Lenders are entitled to exercise all of their other respective rights and remedies under the Loan Agreement, the other Loan Documents, or applicable law, including, without limitation, the right to enforce any and all of the Liens on, and security interests in, the Collateral.

The D1 Restructuring Agreement provided for the completion of a transaction pursuant to which, *inter alia* (a) Transferred Assets of DecisionOne US would be transferred to D2 Asset Corp.; (b) outstanding Term Loans would be partially satisfied; and c) even after the Transfer Effective Time (defined in Annex A to the D1 Restructuring Agreement), all of the Collateral will continue to constitute the “Collateral” securing all of the Obligations and nothing in the D1 Restructuring Agreement shall affect the Lien and security interests of the Administrative Agent and/or the Lenders on any of the Collateral and, except as set forth in section 5(b) of the D1 Restructuring Agreement (relating to Callco and Rolloverco), the Administrative Agent and/or the Lenders may exercise their respective rights and remedies with respect to the Collateral in the future from time to time in accordance with the Loan Documents and applicable law.

The Fourth Amendment provides at section 2.2(b) that immediately after giving effect to the funding of the Fourth Amendment Protective Advance and the Additional Loan Split, each Loan Party acknowledged and agreed that its liability with respect to the Obligations includes the outstanding principal balance of the Term Loans payable in Dollars is \$42,500,000 (which amount does not include the principal amount of the Non-Recourse Term Loans, all of which principal amount is outstanding, or the principal amount of any Protective Advances), and the outstanding

227500/556837
MT MTDOCS 47544632v5

principal balance of the Protective Advances is \$3,854,408.38, and these principal amounts reflect the capitalization of accrued and unpaid interest and fees related to the Term Loans and the Protective Advances, respectively, as of the Fourth Amendment Effective Date and constitute part of the Obligations, which are secured by the Collateral, and such Obligations are, and have been, due and payable, without setoff, defense, counterclaim or claims in recoupment.

The Fourth Amendment provides at section 3.1 that each Loan Party acknowledges and agrees that (i) the Existing Defaults have occurred and are still outstanding, (ii) the Administrative Agent and the Lenders properly elected to accelerate the Obligations as a result of the continuing Existing Defaults, (iii) the Obligations have been duly accelerated and declared immediately due and payable pursuant to such election in accordance with the Loan Documents and (iv) due to the continuing Existing Defaults and the Event of Default resulting from the non-payment of the Obligations in full upon acceleration of the Obligations, the Administrative Agent and/or the Lenders are entitled to exercise all of their other respective rights and remedies under the Existing Loan Agreement, the Amended Loan Agreement, the Loan Documents or applicable law, including, without limitation, the right to enforce any and all Liens on, and security interests in, the Collateral.

As of today's date, (a) the Events of Default are continuing and the Loan Parties have acknowledged that the Administrative Agent and/or the Lenders are entitled to exercise all of their respective rights and remedies under the Loan Agreement, the Loan Documents or applicable law; (b) the Borrower failed to pay the Obligations when due and payable; and (c) the Borrower is indebted to the Lenders pursuant to the Loan Agreement in the following amounts (collectively, the "**Indebtedness**") : the outstanding principal owing under the Term Loans plus Protective Advances is \$46,354,408.38 with accrued interest owing in the amount of \$979,030.30, and the outstanding principal owing on the Non-Recourse Term Loans is \$32,299,893.60 with accrued interest in the amount of \$640,802.67.

The Indebtedness continues to accrue interest at an approximately total *per diem* rate on the Term Loans and Protective Advances at \$18,575.98 and on the Non-Recourse Term Loans at \$12,915.74.

On behalf of the Administrative Agent and/or the Lenders we hereby reiterate the demand for repayment of all Indebtedness plus any and all interest, fees, costs and expenses, which continue to accrue. In addition, the Administrative Agent and/or the Lenders hereby demands that the Guarantors perform their obligations as set out under the Canadian Guaranty and Security Agreement and Joinder. If payment or arrangements for payment satisfactory to the Administrative Agent and/ the Lenders (and/or satisfaction of the Guarantor's obligations) are not made within ten (10) days from the date hereof, the Administrative Agent and/or the Lenders will take whatever steps they consider necessary or appropriate to collect and recover the amounts owing to them, including enforcement of the security granted pursuant to the Canadian Guaranty and Security Agreement.

To this end, we enclose for service a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**"). Our client reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

227500/556837
MT MTDOCS 47544632v5

The Administrative Agent and the Lenders expressly reserve any and all of their rights and remedies as against the Borrower and the Guarantors, including, but not limited to, those in connection with any further amounts that may become due and owing to the Lenders and the Lenders' right to make an immediate application to the Court prior to the expiration of the prescribed 10 day notice period should the Administrative Agent and/or the Lenders determine that the collateral subject to the Loan and Security Documents, is in jeopardy. This notice is without prejudice to any and all rights, powers, privileges, and remedies of the Administrative Agent and the Lenders under the Loan and Security Documents, or any applicable laws, including with respect to any defaults committed by the Borrower or the Guarantors, or any additional defaults that are or may be committed by the Borrower or the Guarantors under any of the Loan and Security Documents, all of which rights, powers, privileges, and remedies are expressly reserved, and nothing herein shall act as a waiver thereof.

Govern yourself accordingly.

Yours truly,



Heather L. Meredith

HLM/st

cc Justin Lapedus (jlapedus@mccarthy.ca)
 Philip Marcu (pmarcu@mccarthy.ca)
 Saneea Tanvir (stanvir@mccarthy.ca)

Encl.

227500/556837
MT MTDOCS 47544632v5

**Notice of Intention to Enforce Security
(Subsection 244(1) of the *BIA*)**

TO: DecisionOne Corporation, a New Brunswick corporation (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. White Oak Global Advisors, LLC (“**White Oak**”), as administrative agent for each of the secured creditors, intends to enforce its security on the Debtor’s property described below:
All of the Debtor’s present and after-acquired personal property.
2. The security that is to be enforced is in the form of a Canadian Guaranty and Security Agreement dated December 21, 2020 and Joinder No. 1 dated January 18, 2022 to such Canadian Guaranty and Security Agreement (the “**Security**”).
3. The total amount of indebtedness secured by the Security, as at April 26, 2023 is as follows: the outstanding principal owing under the Term Loans plus Protective Advances is \$46,354,408.38 with accrued interest owing in the amount of \$979,030.30, and the outstanding principal owing on the Non-Recourse Term Loans is \$32,299,893.60 with accrued interest in the amount of \$640,802.67, plus interest and costs.
4. White Oak will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement by executing the consent and waiver attached hereto and providing a copy to the undersigned.

DATED at Toronto, in the Province of Ontario, this 26th day of April, 2023.

**WHITE OAK GLOBAL ADVISORS, LLC
by its agents and solicitors McCarthy
Tétrault LLP**

Per:



Heather L. Meredith

Consent to Early Enforcement

To: White Oak Global Advisors, LLC ("White Oak")

TAKE NOTE THAT:

1. The undersigned hereby acknowledges receipt of a Notice of Intention to Enforce Security dated April 26th, 2023 pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada) with respect to the assets of DecisionOne Corporation, waives its right to the ten-day notice period therein and consents to the immediate enforcement of the security held by White Oak.

DATED at _____, _____, this _____ day of _____, 2023.

**DECISIONONE CORPORATION, a New
Brunswick Corporation**

By: _____
Name:
Title: Authorized Signing Officer

This is Exhibit "F" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516093440.74

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 1
 (1293)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
 OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : DECISIONONE CORPORATION

FILE CURRENCY : 15MAY 2023

ENQUIRY NUMBER 20230516093440.74 CONTAINS 5 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
 WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
 SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC CORPORATE SERVICES LTD.
 RC-25371787
 445 KING STREET WEST, SUITE 400
 TORONTO ON M5V 1K4

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario 

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516093440.74

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 2
 (1294)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : DECISIONONE CORPORATION
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 791322444

CAUTION FILING	PAGE NO. OF PAGES	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20230308 1635 9234 7115	P PPSA	10

02 DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03					
04	ADDRESS	607 CHRISLEA ROAD		WOODBRIDGE	ONTARIO CORPORATION NO. ON L4L 8A3

05 DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06					
07	ADDRESS				ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT	WHITE OAK GLOBAL ADVISORS, LLC, AS ADMINISTRATIVE AGENT				
09	ADDRESS	3 EMBARCADERO CENTER, SUITE 550	SAN FRANCISCO	CA	94111

COLLATERAL CLASSIFICATION					
10 CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED OR	MATURITY DATE
X					
X	X	X	X		

11 MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT	MCCARTHY TETRAULT LLP (W. LEE)				
17	ADDRESS	5300-TORONTO DOMINION BANK TOWER	TORONTO	ON	M5K 1E6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
 V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
 (crj1fv 05/2022)

Ontario 

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516093440.74

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 3
 (1295)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : DECISIONONE CORPORATION
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 779502987

00	CAUTION FILING	PAGE NO. OF PAGES	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20220106 1416 9234 0748	P PPSA	7

02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03						ON L4B 1G8
04		ADDRESS	44 EAST BEAVER CREEK ROAD		RICHMOND HILL	
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
06						
07		ADDRESS				

08	SECURED PARTY / LIEN CLAIMANT	ADDRESS	ISSUER SERVICES, 452 FIFTH AVENUE	NEW YORK	NY 10018
09					

10	COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		
10		X	X	X	X	

11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12					

13	GENERAL COLLATERAL DESCRIPTION
14	
15	

16	REGISTERING AGENT	MCCARTHY TETRAULT LLP (H. SCHENKER)			ON M5K 1E6
17		ADDRESS	5300-TORONTO DOMINION BANK TOWER	TORONTO	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
 V. Quintanilla
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
 (crj1fv 05/2022)

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516093440.74

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 4
 (1296)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : DECISIONONE CORPORATION
 FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
21	RECORD REFERENCED	001	1	20230308 1642 9234 7123		
22	RECORD REFERENCED	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED D ASSIGNMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	DECISIONONE CORPORATION	FIRST GIVEN NAME	INITIAL	SURNAME
24	OTHER CHANGE REASON/ DESCRIPTION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02/	DEBTOR/ TRANSFEREE	BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.:		
05	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	HSBC BANK USA, NATIONAL ASSOCIATION				
08	ADDRESS	WHITE OAK GLOBAL ADVISORS, LLC, AS ADMINISTRATIVE AGENT				
09	3 EMBARCADERO CENTER, SUITE 550	SAN FRANCISCO	CA	94111		
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF INCLUDED	NO. FIXED AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.		
12	GENERAL					
13	COLLATERAL					
14	DESCRIPTION					
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	MCCARTHY TETRAULT LLP (W. LEE) 5300-TORONTO DOMINION BANK TOWER	TORONTO	ON	M5K 1E6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
 V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
 (crj2fv 05/2022)

Ontario 

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516093440.74

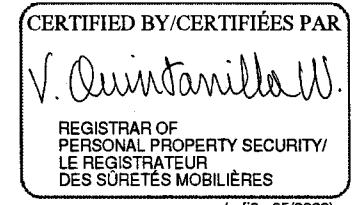
PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (1297)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : DECISIONONE CORPORATION
 FILE CURRENCY : 15MAY 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
791322444	20230308 1635 9234 7115			
779502987	20220106 1416 9234 0748	20230308 1642 9234 7123		



3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)

Search Criteria: DecisionOne Corporation

Date and Time of Search (YYYY-MM-DD hh:mm): 2023-05-16 10:34 (Atlantic)
Transaction Number: 24354861
Searched By: W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	36310365	DECISIONONE CORPORATION	RICHMOND HILL
*	*	38113767	DECISIONONE CORPORATION	WOODBRIDGE

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.
- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 36310365

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36310365	2022-01-06 15:25	2029-01-06	SM002406
Amendment	38113759	2023-03-09 09:34	2029-01-06	SM002406.1153

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 DECISIONONE CORPORATION
 44 EAST BEAVER CREEK ROAD
 RICHMOND HILL ON L4B 1G8
 Canada

Secured Parties

The Secured Party below was deleted by registration number 38113759

Type: Enterprise
 HSBC BANK USA, NATIONAL ASSOCIATION
 ISSUER SERVICES
 452 FIFTH AVENUE
 NEW YORK NY 10018
 USA

The Secured Party below was added by registration number 38113759

Type: Enterprise
 WHITE OAK GLOBAL ADVISORS, LLC, AS ADMINISTRATIVE AGENT
 3 EMBARCADERO CENTER
 SUITE 550
 SAN FRANCISCO CA 94111
 USA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 38113767

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38113767	2023-03-09 09:36	2033-03-09	SM002406.1153

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 DECISIONONE CORPORATION
 607 CHRISLEA ROAD
 WOODBRIDGE ON L4L 8A3

Canada

Secured Parties

Type: Enterprise

WHITE OAK GLOBAL ADVISORS, LLC, AS ADMINISTRATIVE AGENT
3 EMBARCADERO CENTER, SUITE 550
SAN FRANCISCO CA 94111
USA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT

This is Exhibit "G" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

Decision One Canada
 Balance Sheet as of December 31, 2022
 In USD

December

ASSETS

Current Assets:	
Cash	(\$840,777.19)
Restricted cash	
Deferred Revenue Reserve	
Accounts receivable	\$1,525,788.16
Accrued revenue	\$199,693.19
Receivable from Affiliate	
Inventory	\$1,162.63
Prepaid expenses and other assets	\$13,327.48
Deferred Tax Asset	
-----	-----
Total current assets	\$899,194.27
Property and Equipment	
Intangibles	
Goodwill	
Other assets	\$10,373.56
-----	-----
Total Assets	\$909,567.83
=====	=====

LIABILITIES AND SHAREHOLDERS' DEFICIT

Current Liabilities:	
Current portion of debt - Insurance/Other	
Current portion of debt - Revolver	
Current portion of debt - bank loan	
Payable to Affiliate	
Accounts payable	\$725,480.32
Accrued liabilities	\$10,412,432.46
Deferred revenues	\$30,912.73
Income tax and other liabilities	
-----	-----
Total current liabilities	\$11,168,825.50
Other liabilities	\$4,925,982.43
Term Loan AB	
Notes payable - related party	
Long Term Debt	
-----	-----
Total Liabilities	\$16,094,807.93
=====	=====
Shareholders Deficit	
Common Stock	
Additional Paid-In Capital	\$11,660,989.46
Treasury Stock	
Accumulated deficiency	(\$29,547,079.94)
Current Year Income	(\$685,134.28)
Accumulated other comprehensive loss	\$3,385,984.66
-----	-----
Total shareholders' Deficit	(\$15,185,240.10)
=====	=====
Total Liabilities and Shareholders' Deficit	\$909,567.83
=====	=====

<u>January - December 2022</u>	
REVENUE	
MMC	\$565,876.11
MMC - Dedicated	0.00
PI	2,779,492.36
Sales Allowances	0.00
TOTAL REVENUE	3,345,368.47
COGS	
Employment Costs	
Direct Employment	672,806.06
Indirect Employment	186,118.93
Total Employment	858,924.99
Overtime	67,915.83
Payroll Taxes	75,668.16
Fringes	73,842.21
Temporary Help	966,603.54
Vacation Accrual	0.00
Incentives	449.76
Commissions	0.00
Subcontractors	63,836.21
Capitalized Labor	0.00
Total Labor Resources	2,107,240.70
Materials	
Shrinkage & Obsolescence - Expendable	0.00
Shrinkage & Obsolescence - Repairable	0.00
Expendable Usage	67,775.49
Repairable Usage	0.00
External Repair	0.00
All Other Material	997.22
Total Materials	68,772.71
Other Expenses	
Travel	154,296.14
Recruiting	0.00
Occupancy	141,702.58
Depreciation	0.00
Telecommunications	17,088.58
Advertising	0.00
Office Expense	4,447.66
Professional Fees	0.00
Taxes	(18.85)
Hardware	0.00
Software	0.00
Insurance	0.00
Freight	23,779.08
Employee Programs	0.00
Bad Debt Provision	0.00
Misc Other Expenses	0.00
Amortization of Intangibles	0.00
Total Other Expenses	341,295.17

Decision One Canada
 Income Statement YTD December 31, 2022
 In USD

<u>January - December 2022</u>	
Total COGS Expenses	2,517,308.58
 Gross Margin	 828,059.89
	24.75%
 SG&A	
Employment Costs	
Direct Employment	0.00
Indirect Employment	513,997.39
 Total Employment	 513,997.39
Overtime	0.00
Payroll Taxes	30,651.17
Fringes	12,334.86
Temporary Help	0.00
Vacation Accrual	0.00
Incentives	7,846.63
Commissions	51,937.42
Subcontractors	0.00
Capitalized Labor	0.00
 Total Labor Resources	 616,767.47
Materials	0.00
Other Expenses	
Travel	8,536.30
Recruiting	0.00
Occupancy	37,634.51
Depreciation	3,499.70
Telecommunications	6,234.58
Advertising	0.00
Office Expense	6,555.77
Professional Fees	18,841.67
Taxes	0.00
Hardware	0.00
Software	0.00
Insurance	420.66
Freight	0.00
Employee Programs	0.00
Bad Debt Provision	66,676.30
Misc Other Expenses	657,010.10
Amortization of Intangibles	0.00
 Total Other Expenses	 805,409.60
Total SG&A Expenses	1,422,177.07
Operating Income	(594,117.19)
Interest Expense	244,782.96
Interest Income	158.80
Gain/Loss	0.00
Net Income before taxes	(838,741.35)
Income Taxes	0.00
Net Income	(838,741.35)
Depreciation	3,499.70

	<u>January - December 2022</u>
Amortization	0.00
EBITDA	(590,617.49)
Restructuring	287,368.25
Severance	0.00
Management Fee	0.00
Centergate/Soroc Charges	0.00
EBITDAR	(303,249.24)
Translation Adjustment (Unrealized)	180,054.24
EBITDAR (excl Transl Adjust)	(123,195.00)

This is Exhibit "H" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)



Industry Canada
**Office of the Superintendent
of Bankruptcy Canada**

Industrie Canada
**Bureau du surintendant
des faillites Canada**

District of Ontario
Division No. 09 - Toronto
Court No. 31-2946538
Estate No. 31-2946538

In the Matter of the Notice of Intention to make a proposal of:

DecisionOne Corporation

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention: May 19, 2023

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforesigned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforesigned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: May 23, 2023, 08:11

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

This is Exhibit "I" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

ASSET PURCHASE AGREEMENT**by and among****DECISIONONE CORPORATION,**

a corporation formed under the laws of New Brunswick,

as Seller**and****STC LENDER LP****as Purchaser****Dated as of May 22, 2023**

TABLE OF CONTENTS

ARTICLE I CERTAIN DEFINITIONS	1
Section 1.1 Certain Definitions.....	1
Section 1.2 Schedules	7
Section 1.3 Information	7
Section 1.4 Interpretation.....	7
ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES	8
Section 2.1 Purchase, Sale, and/or Assignment of Assets	8
Section 2.2 Excluded Assets	9
Section 2.3 Assumed Liabilities	10
Section 2.4 Excluded Liabilities	10
ARTICLE III – Purchased contracts	11
ARTICLE IV PURCHASE PRICE	11
Section 4.1 Purchase Price	11
Section 4.2 Allocation of Purchase Price.....	12
Section 4.3 Withholding Rights.....	12
Section 4.4 Payment of the Purchase Price.....	12
ARTICLE V CLOSING.....	12
Section 5.1 The Closing.....	12
Section 5.2 Deliveries at the Closing.....	13
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER	14
ARTICLE VII REPRESENTATIONS AND WARRANTIES OF PURCHASER	14
ARTICLE VIII COVENANTS	15
Section 8.1 Conduct of Business Pending Closing.....	15
Section 8.2 Access to Information	15
Section 8.3 Consents.....	15
Section 8.4 Further Assurances.....	15
Section 8.5 Bankruptcy Covenants	16
Section 8.6 Employee Matters	17
Section 8.7 Insurance Matters.....	17
Section 8.8 Risk of Loss and Casualty.....	17
ARTICLE IX TAX MATTERS.....	18
Section 9.1 Transfer Taxes	18
ARTICLE X CONDITIONS.....	18
Section 10.1 Conditions to Each Party’s Obligations.....	18
Section 10.2 Conditions to the Obligations of Purchaser	19
Section 10.3 Conditions to the Obligations of Seller.....	19
Section 10.4 Proposal Trustee’s Certificate	20

ARTICLE XI TERMINATION	procedures.....	20
Section 11.1	Termination.....	20
Section 11.2	Survival.....	21
ARTICLE XII MISCELLANEOUS	21
Section 12.1	Expenses Secured.....	21
Section 12.2	Governing Law	21
Section 12.3	Jurisdiction; Forum; Service of Process; Waiver of Jury	22
Section 12.4	Benefit of Agreement.....	22
Section 12.5	Assignment.	22
Section 12.6	Entire Agreement; Amendment	22
Section 12.7	Notices	22
Section 12.8	Time.....	24
Section 12.9	Delays or Omissions	24
Section 12.10	Counterparts	24
Section 12.11	Severability	24
Section 12.12	Titles and Subtitles.....	24
Section 12.13	Non-Recourse.	24
Section 12.14	Third Party Beneficiaries	25

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A Sale Procedures

Schedules

Schedule A – Acquired Accounts Receivable
 Schedule B – Permitted Liens
 Schedule C – Purchased Contracts/Cure Costs
 Schedule D – Assumed Accounts Payable
 Schedule E – Assumed Accrued Expenses
 Schedule F – Prepaid Amounts

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of May 22, 2023, is made by and among STC Lender LP (the “**Purchaser**”) and DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the “**Seller**”).

WHEREAS, on or about May 19, 2023, the Seller filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the “**BIA**”) and thereafter will seek from the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario (the “**Court**”) an Order granting certain relief under the BIA (the “**NOI Proceeding**”);

WHEREAS, the Seller will continue to operate its business and manage its properties as debtor in possession during the NOI Proceeding;

WHEREAS, the Purchaser desires to purchase and assume from the Seller, and the Seller desires to sell, transfer, and assign to the Purchaser, pursuant to section 65.13 of the BIA, all of the Purchased Assets and Assumed Liabilities (each as defined below) used to carry on the Business on the terms and subject to the conditions set forth in this Agreement (the “**Sale**”), including the conditions related to the Sale Procedures (as defined below) in which this Agreement shall be the ‘stalking horse’ bid;

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

ARTICLE I CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“**Accounts Payable**” means as of the Closing Date, all accounts payable, trade payables, notes payables, and other miscellaneous payables, whether current or overdue of the Seller.

“**Accounts Receivable**” means as of the Closing Date, all account receivable, bills receivable, trade accounts and book debts, recorded as a receivable in the Books and Records and other amounts due or deemed to be due to the Seller including, refunds, and rebates receivables relating to the Business or the Purchased Assets and any amounts owing or to be owed to the Seller for unbilled work in progress, including (a) those amounts recoverable under insurance policies that are not Excluded Assets; and (b) any refunds of Taxes paid by the Seller such as GST/HST, corporate tax, municipal tax and provincial sales tax.

“**Accrued Expenses**” means as of the Closing Date, all miscellaneous accrued expenses including but not limited to sales tax payables, travel liabilities, accrued payroll (excluding severance) and accrued fees.

“**Acquired Accounts Receivable**” means all Accounts Receivable set forth in Schedule “A” hereto, excluding, for the avoidance of doubt, any such accounts receivable, trade receivables, notes receivables, and other miscellaneous receivables arising out of the Excluded Assets.

“**Action**” means any complaint, claim, charge, prosecution, indictment, action, suit, arbitration, audit, hearing, litigation, inquiry, investigation or proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought or asserted by any Person or group of Persons or

Governmental Authority or conducted or heard by or before any Governmental Authority or any arbitration tribunal.

“**Affiliate**” of any Person means any other Person who either directly or indirectly through one or more intermediaries is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, partnership interests or by contract, assignment, credit arrangement, as trustee or executor, or otherwise, and the terms “**controls**,” “**controlling**” and “**controlled by**” shall have correlative meanings. With respect to the Purchaser, the term “**Affiliate**” shall also include its managers or members or similar Persons, and any other entity controlled by the same managers or members or similar Persons as the Purchaser (as the case may be), provided that such term shall not include any portfolio companies or managed accounts.

“**Agreement**” has the meaning set forth in the Preamble.

“**Approval Order**” means an Order of the Court in the form and substance satisfactory to the Purchaser and Seller, among other things, (i) approving the Sale Procedures, including the approval of this Agreement as a stalking horse bid; and (ii) approving the Sale contemplated by this Agreement and vesting the Purchased Assets and Assumed Liabilities in the Purchaser effective on the Bid Deadline (as defined in the Sale Procedures), provided that no other Qualified Bid (as defined in the Sale Procedures) is identified under the Sale Procedures.

“**Assumed Accounts Payable**” means the Accounts Payable set forth in Schedule “D” hereto, which shall include accrued amounts incurred as of the Closing Date but not yet invoiced.

“**Assumed Accrued Expenses**” means the Accrued Expenses set forth in Schedule “E” hereto, which shall include accrued amounts incurred as of the Closing Date but not yet invoiced.

“**Assumed Liabilities**” has the meaning set forth in Section 2.3.

“**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C 1985, C. B-3, as amended.

“**Books and Records**” means all books, records, files, advertising materials, customer lists, cost and pricing information, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media or in the cloud) to the extent used in or to the extent relating to the operation of the Business or the ownership of the Purchased Assets, but excluding the Seller’s (i) Fundamental Documents and share registers, stock and minute books; and (ii) any documents protected by any applicable privilege, including attorney-client or attorney work product privilege.

“**Business**” means the business of the Seller of providing information technology services, technical support and professional services.

“**Business Day**” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the Province of Ontario or the State of Delaware.

“**BIA Proceeding**” has the meaning given to it in the Recitals.

“**BIA Sale Hearing**” means the hearing scheduled by the Court to approve the Sale.

“BIA Sale Motion” has the meaning set forth in Error! Reference source not found.

“CDOD Liability” means the amount payable to the Canadian Department of Defense in respect of a contract for the provision of maintenance and related services effective March 1, 1997 under Public Works and Government Services Canada Contract No. W8464-5-AL10/001/EW provided by the Seller as contractor to the Canadian Department of National Defense and the related Settlement Agreement between such parties dated March 1, 2005, and listed on the Seller’s balance sheet as such.

“Court” has the meaning given to it in the Recitals.

“Closing” has the meaning set forth in Section 5.1.

“Closing Date” means the date on which the Closing occurs.

“Conditions Certificates” means (i) the certificate to be delivered pursuant to Section 5.2(b)(i); and (ii) the certificate to be delivered pursuant to Section 5.2(a)(ii).

“Consent” means any consent, approval, franchise, order, license, permit, waiver, authorization, registration, declaration filing, exemption, notice, application, or certification, including all regulatory approvals, made with or granted by any Person.

“Contract” means any oral or written contract, obligation, understanding, commitment, lease, license, sublicense, purchase order, bid or other agreement, including all amendments, exhibits and attachments thereto.

“Cure Costs” means all cash amounts that will be required to be paid as of the Closing Date to cure any monetary defaults on the part of the Seller under the Purchased Contracts as a prerequisite to the assignment of such Contracts, as set out in Schedule “C” hereto.

“D1 US Payable” means the inter-company loan payable by the Seller to DecisionOne Corporation, a Delaware Corporation, pursuant to a loan and other accrued amounts payable by the Seller to DecisionOne Corporation, a Delaware Corporation in the amount of approximately US \$13,799,526.83.

“Disclaimer Damages Claims” means all claims arising from or related to the disclaimer or repudiation of a Contract under section 65.2 of the BIA, unless such Contract is a Purchased Contract.

“Employee” means any individual who is an employee or independent contractor of the Seller.

“End Date” has the meaning set forth in Section 11.1(g).

“ETA” means *Excise Tax Act* (Canada) and the regulations made thereunder.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Cash” has the meaning set forth in Section 2.2(a).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Filing Date” mean the date upon which the Notice of Intention to Make A Proposal was filed under the BIA, provided that such date shall not be later than May 31, 2023 without the consent of the Purchaser acting reasonably.

“Fundamental Documents” means the documents of a Person (other than a natural person) by which such Person establishes its legal existence or which govern its internal affairs. For example, the Fundamental Documents of a corporation would be its articles, charter, bylaws and unanimous shareholders’ agreements, if any, and the Fundamental Documents of a limited liability company would be its certificate of formation and limited liability company agreement or operating agreement.

“GAAP” means generally accepted accounting principles in Canada.

“Governmental Authority” shall mean any (i) nation, state, province, tribal, county, city, municipality, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, provincial, regional, municipal, foreign, local or other government; (iii) governmental or quasi-governmental authority of any nature (including any government agency, ministry, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or Taxing Authority or power of any nature.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority, including, but not limited to, any order, writ, judgment, decree, stipulation, determination, award or guideline issued by a Governmental Authority restricting business operations.

“GST/HST” means goods and services tax/harmonized sales tax imposed under Part IX of the ETA.

“Indebtedness” shall mean, with respect to any Person, without duplication:

(a) obligations of such Person for borrowed money, or otherwise evidenced by bonds, debentures, notes or similar instruments;

(b) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, other than any such obligation made in the ordinary course of business;

(c) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for raw materials, inventory, services and supplies incurred in the ordinary course of such Person’s business);

(d) all obligations of such Person under leases that have been or should be treated, in accordance with GAAP, as capitalized lease obligations of such Person;

(e) all obligations of others secured by any Lien on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, other than any such obligation made in the ordinary course of business;

(f) all obligations of such Person under interest rate or currency swap transactions;

(g) all letters of credit issued for the account of such Person (excluding letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the ordinary course of business); and

(h) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person.

“Indemnification Claims” means claims for indemnification by any present or former officer, director, employee, partner or member of the Seller whether arising under the Seller’s Fundamental Documents or any Contract arising prior to the Closing Date.

“Intellectual Property” means any and all patents, patent applications, copyrights, trademarks, trade secrets, methods, processes, know how, internet domain names, social media accounts, and other intellectual property or industrial or intangible rights, all goodwill associated therewith, 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.

“Intellectual Property Agreements” means all copyright licenses, patent licenses, and trademark licenses and all other agreements granting any right, license, release, covenant not to sue, or non-assertion assurance to or from the Seller with respect to any Intellectual Property used in connection with the Business.

“Inventory” means all “inventory,” as such term is defined in the PPSA, now owned or hereafter acquired by the Seller, wherever located.

“Laws” means any federal, state, provincial, local or municipal (or any subdivision of any of them), foreign, international or supranational law (including common law), statute, treaty, ordinance, rule, regulation, by-law, Order, code, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Authority.

“Liabilities” means any and all debts, losses, liabilities, claims, damages, fines, costs, royalties, proceedings, deficiencies or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due and any out-of-pocket costs and expenses (including reasonable legal, accountant or other fees and expenses).

“Liens” means any mortgage, pledge, hypothecation, security interest (whether contractual, statutory or otherwise), charge, trust (including any statutory, deemed or constructive trust), encumbrance, easement, license, encroachment, servitude, Consent, option, lien, put or call right, right of first refusal, voting right, charge, lease, sublease, right to possession, adverse ownership claim or other restrictions or encumbrances of any nature whatsoever.

“Loan Agreement” means the loan agreement by and among Soroc Parent Guarantor Inc. and Soroc Technology Holdings LLC as borrowers, and Soroc Canadian CallCo Inc., Soroc Canadian Rolloverco Inc., DecisionOne Corporation, a Delaware corporation, and the Seller as guarantors, and STC Lender LP as the sole lender and White Oak Global Advisors, LLC as administrative agent, dated as of December 21, 2020 and as amended by Amendment Letter No. 1 dated March 3, 2021, further amended by the Second Amendment dated January 18, 2022, the Third Amendment dated March 8, 2023, the Fourth Amendment dated March 28, 2023 and as same may be further amended, restated, supplemented, or otherwise modified from time to time.

“Material Adverse Change” means any one or more changes, effects, facts, developments, events or occurrences that, individually or in the aggregate: (i) is, or would reasonably be expected to be, material and adverse to the Business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), operations or results of operations of the Seller; or (ii) prevents or materially delays or would reasonably be expected to prevent or materially delay the Seller from consummating the Transaction, *other*

than any change, effect, fact, development, event or occurrence: (a) in or relating to the BIA Proceedings; (b) in or relating to general political, economic or financial conditions in Canada; (c) acts of God, natural disasters, in general, and which in the case of paragraph (a), (b) and (c) does not have a materially disproportionate effect on the Seller.

“Offer” has the meaning set forth in Section 8.6.

“Order” means any judgment, order, administrative order, writ, stipulation, injunction (whether permanent or temporary), award, decree or similar legal restraint of, or binding settlement having the same effect with, any governmental Action.

“Permitted Liens” means those Liens set forth in Schedule “B” hereto.

“Person” shall be construed broadly and means any individual, partnership, limited partnership, corporation, limited liability company, association, joint stock company, estate, trust, joint venture, unincorporated organization, other entity, or a Governmental Authority.

“PPSA” means the *Personal Property Security Act* (Ontario).

“Proposal Trustee” means KPMG Inc.

“Proposal Trustee’s Certificate” means the certificate issued by the Proposal Trustee, in substantially the form attached as Schedule B to the Approval Order, certifying that all conditions of Closing have been satisfied or waived and all deliverables on Closing have been received.

“Purchase Price” has the meaning set forth in Section 4.1.

“Purchased Assets” has the meaning set forth in Section 2.1.

“Purchased Contracts” means all Contracts listed on Schedule “C” hereto, as may be amended by the Purchaser and the Seller by mutual consent from time to time before the Closing Date.

“Purchaser” has the meaning set forth in the Preamble.

“Sale” has the meaning set forth in the Recitals.

“Sale Procedures” means the sale and investment solicitation procedures governing the marketing and sale of the Seller’s business and assets, in substantially the form attached as Exhibit A, as may be amended with the approval of the Purchaser, acting reasonably.

“Seller” has the meaning set forth in the Preamble.

“Subsidiary” or **“Subsidiaries”** means for any Person, any other Person or Persons of which a majority of the outstanding voting equity securities are owned, directly or indirectly, by such first Person.

“Target Closing Date” means June 22, 2023.

“Tax” or **“Taxes”** means, whether disputed or not, any federal, state, provincial, territorial, county, local or foreign taxes, charges, fees, levies or other assessments, including, without limitation, all net income, gross income, sales and use, goods and services, GST/HST, Quebec sales tax, provincial sales tax, service, use, ad valorem, transfer, gains, profits, excise, franchise, real and personal property, gross receipts, value added, capital stock, capital gains, windfall profits, escheat, unclaimed or abandoned property,

production, business and occupation, disability, employment, payroll, license, estimated, stamp, custom duties, severance, unemployment, lease, recording registration, social security (including, without limitation, Canada pension plan contributions, employment insurance premiums and Quebec pension plan premiums), medicare, alternative or add-on minimum, net worth, documentary, intangibles, conveyancing, environmental, premium, or withholding taxes (including backup withholding taxes), or any other impost or charges or other compulsory payments imposed by any Governmental Authority, together with any interest, penalties (civil or criminal), fines or additions with respect to any such taxes and any interest in respect of such penalties, fines or additions, and shall include any transferee liability in respect of any and all of the above.

“Tax Act” means the *Income Tax Act* (Canada) and the regulations thereunder and, unless otherwise specified, any reference to the Tax Act or to a provision thereof shall be deemed to include a reference to any applicable corresponding provision of any Canadian provincial or territorial tax legislation.

“Tax Returns” means any return, report, election, declaration, statement, information return, schedule, or other document (including any related or supporting information) filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of any Taxes or the administration of any Laws, regulations or administrative requirements relating to any Taxes or any amendment thereof.

“Taxing Authority” means, with respect to any Tax, a Governmental Authority that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity, including any Governmental Authority that imposes, or is charged with collecting, social security or similar charges or premiums.

“Transaction Documents” means this Agreement and any other agreements, documents and instruments to be executed and delivered pursuant to this Agreement.

“Transfer Taxes” has the meaning set forth in Section 9.1.

“Transferred Employee” means an Employee who (A) has received an Offer from the Purchaser or any of its Affiliates in accordance with Section 8.6(a) below; (B) accepts such Offer; and (C) commences employment with the Purchaser and its Affiliates on or following the Closing Date.

Section 1.2 Schedules. References to this Agreement shall include any Exhibits, Schedules and Recitals to this Agreement and references to Sections, Exhibits and Schedules are to Sections of, Exhibits to and Schedules to, this Agreement.

Section 1.3 Information. References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

Section 1.4 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” 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, unless the context otherwise requires. The word “or” shall not be deemed to be exclusive. The word “extent” and the phrase “to the extent” when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply “if.” All terms defined in this Agreement shall have the defined meaning when used in any certificate

or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. References in this Agreement to specific Laws or to specific provisions of Laws shall include all amendments, rules and regulations promulgated thereunder. All Exhibits and Schedules annexed to this Agreement or referred to in this Agreement are incorporated in and made a part of this Agreement as if set forth in full in this Agreement. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms of this Agreement and such Contract. Each of the parties to this Agreement has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 1.5 Currency. All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of Canada.

ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Purchase, Sale, and/or Assignment of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall (or shall cause its designated Affiliate or Affiliates to) purchase, acquire and accept from the Seller, and the Seller shall sell, transfer, assign, convey and deliver to the Purchaser (or its designated Affiliate or Affiliates), pursuant to and in accordance with the Approval Order, all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Permitted Liens), Claims and interests, other than the Assumed Liabilities. **"Purchased Assets"** means all of the Seller's assets (other than the Excluded Assets), including the following:

- (a) all cash on hand, cash equivalents and bank deposits other than the Excluded Cash;
- (b) the benefit of all of the Purchased Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Purchased Contract is assigned in accordance with section 3.1 or pursuant to an Order assigning such Purchased Contracts;
- (c) all Acquired Accounts Receivable;
- (d) all Inventory;
- (e) all (i) Intellectual Property owned by the Seller and used or held for use in connection with the Business; and (ii) Intellectual Property Agreements;
- (f) all furniture, fixtures, equipment, marketing materials and other personal property used or usable in the operations of the Business, including, to the extent transferable, all rights to any software used in any computer equipment;
- (g) to the extent transferable, all insurance policies of the Seller and any claims thereunder to the extent such policies relate to the operation of the Business or to any Assumed Liabilities, except for coverage and proceeds for any claims relating to or arising prior to the Closing Date, excluding any directors and officers insurance policy;

(h) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees related to the Purchased Assets and Assumed Liabilities (excluding, however, any entitlements to Tax refunds relating to the period prior to the Closing whether such amounts are received prior to or after the Closing), as are set out in Schedule "F" hereto;

(i) to the extent transferable, all licenses and permits required for the Seller to conduct the Business as currently conducted or for the ownership, operation, use, maintenance, or repair of any of the Purchased Assets;

(j) all Books and Records (provided that the Seller may retain copies of Books and Records);

(k) any existing, pending or future litigation claims of the Seller, including and any proceeds arising therefrom; and

(l) the goodwill of the Business, including the exclusive right of the Purchaser to (i) represent itself as carrying on the Business in continuation of and in succession to the Seller, and (ii) use any words indicating that the Business is carried on.

Section 2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, including anything to the contrary in Section 2.1 hereof, the Purchaser shall not purchase or assume and shall not be deemed to have purchased or assumed, any Excluded Assets relating to the Business of the Seller or any Affiliates of the Seller, and the Seller shall retain all right, title and interest to, in and under the Excluded Assets. "**Excluded Assets**" means the Seller's properties and assets set forth as follows:

(a) the amount of \$25,000 in cash, cash equivalents or bank deposits currently held by the Seller, or such larger amount as may be required to satisfy claims accruing after the Filing Date or that must otherwise be paid ahead of the Indebtedness under the Loan Agreement (the "**Excluded Cash**");

(b) the Seller's Fundamental Documents;

(c) any intercompany Indebtedness owing by any Affiliate or parent of the Seller to the Seller;

(d) any Contracts that are not Purchased Contracts;

(e) all Accounts Receivable that are not Acquired Accounts Receivable;

(f) all equipment and other assets and items that are (i) owned by third parties or (ii) leased to the Seller or an Affiliate thereof, or are not freely assignable, saleable, and transferable to the Purchaser, in each case, pursuant to a contract or agreement that is not a Purchased Contract;

(g) rights that accrue or will accrue to the Seller under any of the Transaction Documents with respect to the Sale;

(h) any directors and officers (or similar) insurance policies, any insurance policies of the Seller that cover directors and officers, and any rights thereunder or other insurance policies of the Seller not related to the Purchased Assets or Assumed Liabilities; and

(i) any entitlements of the Seller to Tax refunds relating to the period prior to the Closing whether such amounts are received prior to or after the Closing up to \$2000;

provided, however, that the Purchaser may designate any assets of the Seller as Excluded Assets by written notice to the Seller at least five (5) Business Days prior to the Closing Date.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall (or shall cause its designated Affiliate or Affiliates to) assume and be responsible for, effective as of the Closing, and thereafter pay, honor, perform and discharge as and when due, all of the Assumed Liabilities. “**Assumed Liabilities**” means only the following Liabilities and obligations of the Seller, and no other Liabilities:

(a) all Liabilities of the Seller relating to or arising under (i) the Purchased Contracts to the extent such Liabilities arise and accrue in respect of the period after Closing or are Cure Costs; (ii) permits included within the Purchased Assets to the extent such Liabilities arise and accrue in respect of the period after Closing; (iii) Intellectual Property rights included within Purchased Assets to the extent such Liabilities arise and accrue in respect of the period after Closing; (iv) Assumed Accounts Payable; and (v) Assumed Accrued Expenses; and

(b) all Liabilities in respect of Transferred Employees that are not Excluded Liabilities, including the aggregate amount of wages, salary, overtime pay, bonuses, incentive pay, accrued but unused vacation, other cash compensation and employee benefits and employee benefit plans of the Transferred Employees who accept an Offer, in each case, which accrued in the ordinary course of business consistent with past practice with respect to any period prior to the acceptance of the Offer and beginning employment with the Assignee or its designee pursuant to such Offer but have not been paid.

Section 2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, the Purchaser shall not assume, and shall be deemed not to have assumed, any Liabilities relating to the Business of the Seller or any Affiliate of the Seller and the Seller and their Affiliates shall be solely and exclusively liable with respect to all such Liabilities, other than the Assumed Liabilities (collectively, the “**Excluded Liabilities**”), including:

- (a) any Liability of the Seller relating to inter-company loan payables, including the D1 US Payable;
- (b) any Liability of the Seller relating to the CDOD Liability;
- (c) any Liability of the Seller relating to any Excluded Asset;
- (d) any Liability related to any Contract of the Seller unless it relates to a Purchased Contract;
- (e) all Liabilities related to Indebtedness for amounts borrowed by the Seller;
- (f) all Liabilities in respect of Accounts Payable that are not Assumed Accounts Payable;
- (g) all Liabilities in respect of Accrued Expenses that are not Assumed Accrued Expenses;

(h) all Liabilities in relation to Taxes (or the non-payment thereof) of the Seller or its Affiliates for any taxable period, provided, however, that the Purchaser shall be responsible for all Taxes arising from the Purchased Assets after Closing;

(i) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or before the Closing Date;

(j) all Liabilities in respect of Employees who are not Transferred Employees and any severance Liabilities for Transferred Employees that may accrue as a result of the termination of employment with the Seller;

(k) any Liabilities arising out of, in respect of or in connection with (i) the failure by the Seller or any of its Affiliates to comply with any Law or Governmental Order; (ii) Disclaimer Damages Claims; (iii) tort Liabilities; or (v) Indemnification Claims; and

(l) any Liabilities of the Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others.

ARTICLE III – PURCHASED CONTRACTS

Section 3.1 Purchased Contracts

(a) Notwithstanding anything to the contrary contained herein, on Closing, the Seller shall be deemed to have assigned the benefit of any Purchased Contract and the Purchaser shall be deemed to have assumed the Seller's obligations and liabilities relating to such Purchased Contract, in each case without payment of any additional consideration.

(b) Nothing herein shall be deemed to require the transfer, assignment, conveyance or delivery of any Purchased Asset (including a Purchased Contract) that by operation of Laws or the terms of such Purchased Contract cannot be transferred, assigned, conveyed, delivered, or assumed, including any Purchased Asset that cannot be transferred, assigned, conveyed, delivered, or assumed without a Consent that has not been obtained; in each case after giving effect to the Approval Order, any other Order of the Court and the provisions of the BIA.

(c) The Seller shall use reasonable commercial efforts to obtain the consents, approval and waivers required for the assignment of any of the Purchased Contracts that require such consents. Other than the payment of the Cure Costs in accordance with this Agreement, the Purchaser shall be under no obligation to pay any money, incur any obligations, commence any legal proceedings, or offer or grant any accommodation (financial or otherwise) to any third party in order to obtain any consent, approval or waiver for any Purchased Contract.

ARTICLE IV PURCHASE PRICE

Section 4.1 Purchase Price. On the terms and subject to the conditions hereof, at the Closing, the aggregate consideration for the Purchased Assets (the "Purchase Price") shall be the sum of:

(a) USD \$3,000,000; plus

- (b) the assumption of the Assumed Liabilities.

Section 4.2 Allocation of Purchase Price. The Purchaser and the Seller agree that the Purchase Price shall be allocated in accordance with an allocation schedule delivered by the Purchaser to the Seller not less than 3 Business Days prior to Closing, which shall be subject to the consent of the Seller, acting reasonably (the “Allocation Schedule”).

Section 4.3 Withholding Rights. The Purchaser, the Seller and any other applicable withholding agent shall be entitled to deduct and withhold with respect to any payments made pursuant to this Agreement such amounts that are required to be deducted and withheld with respect to any such payments under the Tax Act or any other provision of applicable Law. Before withholding or deducting any amounts hereunder, the applicable withholding agent shall notify the Seller or the Purchaser, as the case may be, of its intent to withhold at least five (5) days before deducting or withholding any such amounts. To the extent any such amount is to be so deducted and withheld, such amounts shall be timely paid over to, or deposited with, the relevant Governmental Authority in accordance with the provisions of applicable Law. Any such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Persons in respect of which such deduction and withholding was made.

Section 4.4 Payment of the Purchase Price. Upon Closing, the Purchaser shall satisfy the Purchase Price as follows:

(a) the Purchaser shall deliver to the Seller an acknowledgment in writing that USD \$3,000,000 of the Indebtedness under the Loan Agreement has been satisfied; and

- (b) the Purchaser shall assume the Assumed Liabilities.

Section 4.5 As is Where is. The Purchaser acknowledges that, except as expressly provided in this Agreement, the Seller is selling the Purchased Assets on an “as is, where is” basis as they exist on the Closing Date, and that as of the Closing Date, the Seller will have no liability to the Purchaser in respect of the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Seller does not guarantee title to the Purchased Assets and that the Purchaser will conduct its own inspections of the condition of and title to the Purchased Assets that it deems appropriate, and will have satisfied itself with regard to these matters. Except as expressly provided in this Agreement, no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Purchased Assets or the right of the Seller to sell them, save as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purposes of identification only. Except as expressly provided in this Agreement, no representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of those descriptions.

ARTICLE V CLOSING

Section 5.1 The Closing. The closing of the Sale (the “Closing”) shall take place virtually through the electronic exchange of documents and signatures on the first (1st) Business Day after the date upon which all conditions set forth in ARTICLE X hereof have been satisfied or waived (other than those conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver

of those conditions), or at such other place, date and time as the parties may agree. The parties covenant and agree to use their reasonable best efforts to satisfy and close the Sale by the Target Closing Date.

Section 5.2 Deliveries at the Closing

(a) The Seller shall deliver or shall cause to be delivered to the Purchaser the following at the Closing, each in form and substance reasonably acceptable to the Seller and the Purchaser:

(i) bills of sale and general conveyance, assignment agreements and other customary transfer documents necessary to transfer to the Purchaser (or its designated Affiliate) all right, title and interest of the Seller to or in the Purchased Assets;

(ii) a certificate dated as of the Closing Date confirming that there has been no Material Adverse Change; that all of the representations and warranties of the Seller contained in this Agreement are true in all material respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the Seller has performed in all material respects each of the obligations under this Agreement required to be performed by each of them at or prior to the Closing Time;

(iii) a certificate signed by an officer of the Seller and addressed to the Purchaser and the Proposal Trustee (in form and substance satisfactory the Proposal Trustee, acting reasonably) certifying that the closing conditions set forth in Section 10.1 and Section 10.3 have been satisfied or waived;

(iv) the applicable Tax elections, if any, contemplated by Section 9.1 duly executed by the Seller;

(v) assignment agreements, duly executed by an authorized officer of the Seller, required to assign any Intellectual Property included in the Purchased Assets;

(vi) an assignment and assumption agreement, duly executed by the Seller;

(vii) the Books and Records;

(viii) a true and complete copy of the Approval Order as entered by the Court;

(ix) a true and complete copy of the Proposal Trustee's Certificate executed by the Proposal Trustee; and

(x) such other instruments as are reasonably requested by the Purchaser and otherwise necessary to consummate the Sale.

(b) The Purchaser shall deliver or cause to be delivered to the Seller at the Closing, each in form and substance satisfactory to the Seller, acting reasonably:

(i) a certificate signed by an officer of the Purchaser and addressed to the Seller and the Proposal Trustee (in form and substance satisfactory the Proposal Trustee, acting reasonably) certifying that the closing conditions set forth in Section 10.1 and Section 10.2 have been satisfied or waived;

- (ii) a certificate signed by an officer of Purchaser confirming all representations and warranties of the Purchaser in this Agreement are true in all material respects, as of the Closing Date with the same effect as though made on and as of that date;
- (iii) the applicable Tax elections, if any, required by Section 9.1 duly executed by the Purchaser;
- (iv) an assignment and assumption agreement, duly executed by the Purchaser; and
- (v) such other instruments as are reasonably requested by the Seller and otherwise necessary to consummate the Sale and reasonably acceptable to the Purchaser.

ARTICLE VI **REPRESENTATIONS AND WARRANTIES OF SELLER**

Section 6.1 The Seller represents and warrants to the Purchaser that:

- (a) The Seller is an entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed or incorporated.
- (b) Subject to the Court's granting of the Approval Order, (i) the Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement; and (ii) the execution and delivery of this Agreement by the Seller and the consummation by the Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Seller.
- (c) The Seller is not a non-resident of Canada for purposes of the Tax Act.
- (d) The Seller is duly registered under Subdivision D of Division V of Part IX of the ETA and its GST/HST registration number is 121720726 RT0001.
- (e) Subject to the Approval Order, this Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligations of the Seller and is enforceable against the Seller in accordance with its terms.
- (f) There are no Purchased Assets situated outside of the Province of Ontario.

ARTICLE VII **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Section 7.1 The Purchaser represents and warrants to the Seller as of the date hereof that:

- (a) The Purchaser is an entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed or incorporated and has the requisite power and authority to carry on its business as now being conducted.
- (b) The execution, delivery and performance by the Purchaser of the Transaction Documents to which it is a party, as applicable (i) are within the Purchaser's organizational power; (ii) have been duly authorized by all necessary organizational action; (iii) do not contravene any provision of its Fundamental Documents; and (iv) do not violate any Laws.

(c) No Person has acted, directly or indirectly, as a broker for the Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

(d) The Purchaser will be duly registered under Subdivision D of Division V of Part IX of the ETA on or prior to Closing.

(e) This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms

ARTICLE VIII COVENANTS

Section 8.1 Conduct of Business Pending Closing.

(a) Except (i) as otherwise expressly contemplated by this Agreement, the other Transaction Documents or as may otherwise be approved by the Court or the Proposal Trustee; (ii) as required by any Governmental Order, during the period from and after the date hereof until the earlier of termination of this Agreement or the Closing Date, the Seller shall conduct the Business in all material respects in the ordinary course of business including meeting all obligations post-Filing Date relating to the Business.

Section 8.2 Access to Information. Until the Closing Date, the Seller shall (a) afford to the Purchaser's representatives access, during normal business hours and upon advance notice, to the Purchased Assets and the Seller's properties, respectively, Books and Records and Contracts; (b) make available or cause to make available to such representatives copies of all such Contracts, Books and Records and other existing documents and data as such representatives may request, including any financial data filed with the Court; *provided, however,* that nothing in this Section 8.2 or otherwise shall require the Seller to furnish to such representatives any confidential materials prepared by the Seller's financial advisors or legal advisors or any materials subject to any attorney-client or other privilege or to the extent disclosure thereof would result in a violation of Law or breach of an agreement or other obligation.

Section 8.3 Consents. The Seller shall use commercially reasonable efforts to cooperate with the Purchaser to obtain all Consents required for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, including with respect to any Purchased Contracts.

Section 8.4 Further Assurances.

(a) At any time and from time to time after the date hereof, the Seller and the Purchaser agree to use their respective reasonable efforts to cooperate with each other and (i) at the reasonable request of the other party, execute and deliver any instruments or documents; and (ii) take, or cause to be taken, all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder as promptly as practicable.

(b) Following the Closing, for the purposes of the Seller (i) preparing or reviewing Tax Returns; (ii) monitoring or enforcing rights or obligations under this Agreement; (iii) defending or pursuing any third-party lawsuits or complying with the requirements of any Governmental Authority; or (iv) any other reasonable business purpose, including assistance with the administration, wind-down, conversion, and closing of the NOI Proceeding (or any subsequent proceedings) and the bankruptcy of the

Seller, and related Tax and other administrative matters, (x) upon reasonable notice, the Purchaser shall permit the Seller, their counsel, and their other professionals reasonable access to all premises, properties, personnel, Books and Records, and Contracts or leases, which access shall include (1) the right to copy such documents and records as they may reasonably request at the Seller's cost; and (2) the Purchaser's copying and delivering such documents or records as reasonably requested, (y) the Purchaser shall provide reasonable access to the Purchaser's personnel during regular business hours to assist the Seller in their post-Closing activities (including preparation of Tax Returns and requirements in the NOI Proceeding and, if applicable, any subsequent bankruptcy), provided that such access does not unreasonably interfere with the Purchaser's operations; and (z) the Purchaser shall provide reasonable access to the Purchaser's employees and systems during regular business hours to assist the Seller in the administration or wind-down of the Seller, in each case of (y) or (z), at no expense to the Seller.

(c) If, following the Closing, the Seller (or their Affiliates or representatives) receive any money, cheque, check, note, draft, instrument, payment or other property as proceeds of the Purchased Assets or any part thereof, each such Person shall receive all such items for, and as the sole and exclusive property of, the Purchaser and, upon receipt thereof, shall notify the Purchaser in writing of such receipt and shall remit the same (or cause the same to be remitted) to the Purchaser in the manner specified by the Purchaser.

Section 8.5 Bankruptcy Covenants.

(a) Sale Procedures and Sale Approval.

(i) As soon as possible following the Filing Date, the Seller shall bring a motion seeking the granting of the Approval Order with the Court (the "**BIA Sale Motion**"), which shall be in a form and substance acceptable to the Purchaser acting reasonably. The Seller shall use its best efforts to obtain the Approval Order (with such changes thereto as the Purchaser shall approve or request acting reasonably) no later than June 6, 2023. The Seller shall comply with all of the terms and conditions contained in the Sale Procedures, including the occurrence of the events by the dates and times listed therein which terms and conditions are expressly incorporated by reference herein as if set forth in full.

(ii) The Seller shall serve a copy of the BIA Sale Motion materials and Approval Order (or a link to such materials) to each Person required by the Purchaser at least seven (7) Business Days prior to the BIA Sale Hearing unless the Purchaser consents to a shorter timeframe and agrees such service is not practicable in the circumstances.

(iii) The Seller shall obtain the Approval Order by no later than June 6, 2023.

(iv) Subject to entry of and in accordance with any provisions of the Approval Order, the Seller shall consummate the Sale transaction on the Closing Date which shall be on the Target Closing Date and in any event, no later than the End Date.

(v) The Seller shall diligently consult with the Purchaser and its representatives to obtain the Purchaser's reasonable consent concerning the forms of all Orders of the Court in the NOI Proceeding, and provide the Purchaser with copies of requested motions, applications, pleadings, notices, proposed Orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Court which shall be at least three (3) days prior to service of such materials.

Section 8.6 Employee Matters.

(a) Not less than five (5) days prior to the Target Closing Date (or such other date as the Seller and the Purchaser may agree, acting reasonably), the Purchaser shall make an offer of employment (an “**Offer**”) to each Employee it intends to employ which shall be not less than 80% of the current Employees, such Offer to be conditional and effective on the Closing and on substantially similar terms and conditions of employment in the aggregate as provided by the Seller.

(b) The Seller shall cause the waiver of any Seller covenant prohibiting a Transferred Employee from engaging in certain activities or taking certain actions during, or for a period of time following a termination of, his or her employment with the Seller, including any non-compete, non-solicit, non-interference, non-disparagement or confidentiality covenants, in each case, to the extent necessary for each Transferred Employee to be permitted to commence employment with the Purchaser and for such Employee to provide such services as may be requested from time to time by the Purchaser (whether as an employee or otherwise).

(c) During the period commencing on the date hereof and ending at the Closing, the Seller shall provide the Purchaser with reasonable access to the Employees during normal business hours, and will deliver such notices and other communications, in each case, as is reasonably requested from time to time by the Purchaser or any of its representatives provided that the Seller shall be entitled to have a representative present for any meetings requested by the Purchaser or its representatives.

(d) Nothing herein is intended to, and shall not be construed to, create any third party beneficiary rights of any kind or nature, including, without limitation, the right of any Employee or other individual to seek to enforce any right to compensation, benefits, or any other right or privilege of employment with the Seller or the Purchaser or any of their respective Affiliates. For the avoidance of doubt, no Employee or other Person shall be a third-party beneficiary in respect of this Section 8.6.

Section 8.7 Insurance Matters.

Until the Closing, the Seller will keep in full force and effect all of their existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Seller in the ordinary course of business.

Section 8.8 Risk of Loss and Casualty.

Until the Closing Time, all of the Purchased Assets will be at the risk of the Seller. If, before the Closing Time, any material portion of the Purchased Assets is destroyed or damaged or is appropriated or expropriated, the Seller will promptly so notify the Purchaser, who will have the option, exercisable by notice in writing:

(a) to complete the Transaction, in which event all proceeds of any insurance (including business interruption insurance) will be immediately payable to the Purchaser upon receipt by the Seller; or

(b) to terminate this Agreement.

ARTICLE IX TAX MATTERS

Section 9.1 Transfer Taxes. Any and all stamp, duty, transfer, documentary, registration, GST/HST, business and occupation and other similar Taxes imposed by any Governmental Authority in connection with the purchase and sale of the Purchased Assets under this Agreement (the “**Transfer Taxes**”) shall be paid by the Purchaser and the Seller shall provide all documentation necessary for the Purchaser to recover any Transfer Taxes, where applicable, by way of input tax credit, input tax refund, rebate, or similar mechanism. The Purchaser and the Seller shall cooperate in availing themselves of any available Tax elections, exemptions or any other relieving provision from any collection of (or to otherwise reduce) any such Transfer Taxes.

(a) The Purchaser and the Seller shall, if and to the extent available under applicable Law, jointly make an election under subsection 167(1) of the ETA (and any corresponding election under provincial Law) in respect of the sale of the Purchased Assets, in the prescribed form, such that no GST/HST (or corresponding provincial sales Tax, where applicable) is payable by the Purchaser in respect of such sale. The Purchaser shall timely file such election forms with the appropriate Governmental Authority in the prescribed manner.

(b) At the request of the Purchaser, the Purchaser and the Seller shall, if and to the extent applicable, jointly make an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable Canadian provincial or territorial income tax statute, in respect of the Seller transferring its Acquired Accounts Receivable to the Purchaser as part of the Purchased Assets. The Purchaser and the Seller agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(c) At the request of the Purchaser, the Purchaser and the Seller shall, if and to the extent applicable, jointly make an election under subsection 20(24) of the Tax Act and the corresponding provisions of any applicable Canadian provincial or territorial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Authority. To the extent applicable for Canadian Tax purposes, the Seller and the Purchaser acknowledge that a portion of the Purchased Assets was transferred to Purchaser as payment by the Seller to the Purchaser for the assumption by the Purchaser of any such future obligations of the Seller.

ARTICLE X CONDITIONS

Section 10.1 Conditions to Each Party’s Obligations. The respective obligations of the Purchaser and the Seller to consummate the Sale shall be subject to the satisfaction at or prior to the Closing of each of the following conditions:

(a) No Injunctions or Restraints. No Governmental Order or other Law preventing consummation of the Sale shall be in effect.

(b) Entry or Granting of Orders. The Court shall have granted the Approval Order and unless agreed to otherwise by the Purchaser, no application seeking leave to appeal and no appeal shall have been granted or shall have been commenced and not finally dismissed, and all conditions to the effectiveness of the Approval Order shall have been satisfied.

(c) Successful Bidder. The Purchaser shall be the Successful Bidder at the Bid Deadline (each as defined in the Sale Procedures) in accordance with the Sale Procedures or the Sale

contemplated by this Agreement is otherwise approved and the Purchased Assets vested in the Purchaser pursuant to a Court Order in form and substance satisfactory to the Purchaser.

(d) Security Review. The Proposal Trustee shall have received a satisfactory opinion of its independent legal counsel regarding the enforceability and perfection of the security interest on the Purchased Assets that secures the obligations under the Loan Agreement.

The parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Seller and the Purchaser. If the conditions set out in this Section 10.1 are not satisfied performed or mutually waived on or before the Closing Date, any Party shall have the option to terminate this Agreement upon written notice to the other Parties.

Section 10.2 Conditions to the Obligations of Purchaser. The obligation of the Purchaser to consummate the Sale shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties of Seller. All representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time.

(b) Performance of Obligations. The Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Deliverables. The Purchaser shall have been furnished with the documents set forth in Section 5.2(a).

(d) No Bankruptcy. Other than as a direct result of any action or inaction of any person related to the Purchaser, the Seller shall not be and shall not have become a bankrupt under the BIA.

(e) Consents. All Consents to assignment from the counterparties to the Purchased Contracts (as applicable and required) shall have been delivered to the Purchaser.

(f) Material Adverse Change. After the date of this Agreement and before the Closing Time, there shall not have occurred any Material Adverse Change.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 10.2 may be waived by the Purchaser in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing and such waiver is signed by the Purchaser. If any condition set out in Section 10.2 is not satisfied or performed on or prior to the date specified therefor, the Purchaser may elect on written notice to the Seller to terminate this Agreement.

Section 10.3 Conditions to the Obligations of Seller. The obligation of the Seller to consummate the Sale shall be subject to the satisfaction at or prior to the Closing of each of the following conditions:

(a) Representations and Warranties of Purchaser. All representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time.

(b) Performance of Obligations. The Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Deliverables. The Seller shall have been furnished with the documents set forth in Section 5.2(b).

The foregoing conditions are for the exclusive benefit of the Seller. Any condition in this Section 10.3 may be waived by the Seller in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Seller only if made in writing and such waiver is signed by the Seller. If any condition set out in Section 10.3 is not satisfied or performed on or prior to the date specified therefor, the Seller may elect on written notice to the Purchaser to terminate this Agreement.

Section 10.4 Proposal Trustee's Certificate.

(a) Upon receipt of each of the Conditions Certificates, the Proposal Trustee shall (i) issue forthwith its Proposal Trustee's Certificate concurrently to the Seller and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Seller and the Purchaser).

(b) The parties hereto acknowledge and agree that the Proposal Trustee shall be entitled to file the Proposal Trustee's Certificate with the Court without independent investigation upon receiving the Conditions Certificates, and the Proposal Trustee will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions and shall have no liability to the Seller or the Purchaser or any other Person as a result of filing the Proposal Trustee's Certificate upon receiving such Conditions Certificates.

ARTICLE XI TERMINATION PROCEDURES

Section 11.1 Termination. This Agreement may be terminated and the Sale contemplated in this Agreement may be abandoned at any time prior to the Closing Date, notwithstanding the fact that any requisite authorization and approval of the Sale shall have been received, as follows:

(a) by the mutual written consent of the Purchaser and the Seller;

(b) by the Purchaser, if the Approval Order has not been obtained by June 6, 2023, unless the Purchaser has agreed to extend such date to such later date acceptable to the Purchaser in its sole discretion;

(c) by the Purchaser or the Seller, if the Approval Order shall fail, once granted, to be in full force and effect or shall have been amended, appealed, modified, reversed or dismissed without the prior written consent of the Purchaser;

(d) by the Purchaser, if the Purchaser is not the Successful Bidder as at the Bid Deadline (both as defined in the Sale Procedures) or if for any other reason the vesting provisions of the Approval Order are not in force;

(e) by the Seller, if the Purchaser has breached any of its obligations under this Agreement or the Approval Order, which breach would result in a failure of a conditions set forth in Section

10.1 or Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) five (5) days after the delivery of written notice by the Seller to the Purchaser of such breach; and (ii) the End Date;

(f) by the Purchaser, if the Seller has breached any of its obligations under this Agreement or the Approval Order, which breach would result in a failure of a conditions set forth in Section 10.1 or Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) five (5) days after the delivery of written notice by the Purchaser to the Seller of such breach; and (ii) the End Date;

(g) by the Purchaser or the Seller, if the Closing has not occurred by June 30, 2023 (the “**End Date**”); *provided*, that the Purchaser and the Seller may extend such date to such later date acceptable to the Purchaser and the Seller each in their sole discretion, and if a Qualified Bid (as defined in the Sale Procedures) other than this Agreement is submitted pursuant to the Sale Procedures, then the End Date shall be extended to July 19, 2023;

(h) by the Purchaser or the Seller, if there shall be any Governmental Order or other Law that makes consummation of the Sale illegal or otherwise prohibits restraints, or enjoins the consummation of the Sale and such Governmental Order or other Law shall have become final and non-appealable and remain in effect for five (5) Business Days after notice of such Governmental Order or other Law has been received by the Seller and the Purchaser; *provided*, that the right to terminate this Agreement under this Section 11.1(h) shall not be available to any party who shall have been the cause of, or whose action or inaction shall have resulted in, the Governmental Order or other Law prohibiting, restraining, or enjoining the Sale;

(i) by the Purchaser, if the Approval Order (including the Sale Procedures) is modified in any manner that adversely affects the ability of the parties to implement the Sale; or

(j) by the Purchaser or the Seller in the event that an alternative bid is selected as the Successful Bid (as defined in the Sale Procedures) in accordance with the Sale Procedures and such alternate bid transaction is completed.

In the event of termination of this Agreement as permitted by Section 11.1, this Agreement shall become void and of no further force and effect, except for the provisions of ARTICLE XII, which shall remain in full force and effect, and nothing in this Agreement shall be deemed to release or relieve any party from any Liability for any fraud or willful breach by such party of the terms and provisions of this Agreement.

Section 11.2 Survival. The representations and warranties of the parties contained in this Agreement shall merge on Closing and the covenants of the parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

ARTICLE XII **MISCELLANEOUS**

Section 12.1 Expenses Secured. The parties hereto agree that any capitalized terms in this section have the meaning ascribed to them in the Demand and Notice of Intention to Enforce Security dated April 26, 2023 and further agree that the Indebtedness to the Lenders pursuant to the Loan Agreement and Guaranteed Obligations secured by the Loan and Security Documents includes legal and other costs incurred by the Lenders in connection with this Agreement.

Section 12.2 Governing Law. This Agreement and all claims and causes of action that may be based on, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this

Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario (without giving effect to any choice or conflict of laws principles).

Section 12.3 Jurisdiction; Forum; Service of Process; Waiver of Jury. With respect to any Action arising out of or relating to this Agreement, the Seller and the Purchaser hereby irrevocably consents to the exclusive jurisdiction of the Court, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement relating to the Seller.

Section 12.4 Benefit of Agreement. Except as otherwise provided herein, the provisions hereof shall enure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the parties hereto.

Section 12.5 Assignment. The Purchaser may, on notice to but without the consent of the other parties hereto, assign any of its rights, interests and obligations under this Agreement to one or more Affiliates of the Purchaser provided that such assignee shall agree to be bound by the terms of this Agreement to the extent of the assignment and all references to the Purchaser herein shall thereafter be references to such Affiliate of the Purchaser to the extent of the assignment. If the Purchaser proceeds with such assignment, then either (i) the assignee Affiliate shall acquire from the Purchaser the US \$3,000,000 of the Indebtedness under the Loan Agreement to be satisfied in accordance with Section 4.4 hereof; or (ii) the Purchaser shall acknowledge that upon closing such US \$3,000,000 portion of the Indebtedness under the Loan Agreement is satisfied in accordance with Section 4.4 hereof notwithstanding the assignment of this Agreement to the assignee Affiliate.

Section 12.6 Entire Agreement; Amendment. This Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersede all prior agreements relating to the subject matter hereof. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by the Seller and the Purchaser expressly stating that such instrument is intended to amend, modify, supplement, waive, discharge or terminate this Agreement or such term hereof. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). Any amendments made to this Agreement after the Approval Order is granted shall proceed only with the consent of the Proposal Trustee or further order of the Court.

Section 12.7 Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by electronic mail (with receipt confirmed), nationally recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other party:

(a) if to the Seller, to:

DecisionOne Corporation

20 Tumble Road
Bedford, NH 03110

Attention: Jeff Varsalone, Chief Restructuring Officer:
Email: jvarsalone@vrsrestructuring.com

with a copy (that shall not constitute notice) to:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7

Attention: Jennifer Stam/ Evan Cobb
Email: Jennifer.stam@nortonrosefulbright.com evan.cobb@nortonrosefulbright.com

(b) if to the Purchaser, to:

c/o White Oak Global Advisors, LLC
3 Embarcadero Center, Suite 550
San Francisco, CA 94111

Attention: Troy Beatty, General Counsel
Email: generalcounsel@whiteoaksf.com

with copies (that shall not constitute notice) to:

McCarthy Tétrault LLP
Suite 5300, 66 Wellington Street West
TD Bank Tower, TD Centre
Toronto, Ontario
M5K 1E6

Attention : Philip Marcu
Email: pmarcu@mccarthy.ca

(c) if to the Proposal Trustee, to:

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, Ontario M5H 2S5

Attention: Katherine Forbes
Email: katherineforbes@kpmg.ca

With copies (that shall not constitute notice) to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Maria Konyukhova
Email: mkonyukhova@stikeman.com

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when delivered personally or by overnight courier to the parties at the above addresses or

sent by electronic transmission, with confirmation received, to the e-mail addresses specified above (or at such other address for a party as shall be specified by like notice).

Section 12.8 Time. Time will, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Seller and the Purchaser or by their respective solicitors.

Section 12.9 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to the Seller or the Purchaser upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of the Seller or the Purchaser nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, Permit, Consent or approval of any kind or character on the part of the Seller or the Purchaser of any breach or default under this Agreement, or any waiver on the part of any such party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, in equity, or otherwise afforded to the Seller or the Purchaser shall be cumulative and not alternative.

Section 12.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signed facsimile, email in pdf format or other electronically signed copies of this Agreement shall legally bind the parties to the same extent as original documents.

Section 12.11 Severability. In the event that any one or more of the provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force to the maximum extent permitted by Law and effect without said provisions; *provided* that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party. Any provision held invalid or unenforceable only in part or degree will remain in full force to the maximum extent permitted by Law to the extent not held invalid or unenforceable.

Section 12.12 Titles and Subtitles. The table of contents, titles, subtitles, and section headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

Section 12.13 Non-Recourse. All claims, obligations, liabilities, or causes of action that may be based upon, in respect of, arise under, out of or by reason of, be connected with, or relate in any manner to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or any other Transaction Documents (including any representation or warranty made in connection with or as an inducement to this Agreement or any other Transaction Documents) or the transactions contemplated hereby or thereby may be made only against (and are those solely of) the Persons that are expressly identified as parties to this Agreement and the other Transaction Documents. No other Person, including any of their past, present or future Affiliates, directors, officers, employees, incorporators, members, partners, managers, stockholders, agents, attorneys, or representatives of, or any financial advisors or lenders to any of the foregoing shall have any liabilities for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or the other Transaction Documents, or the negotiation, execution, performance, or breach thereof.

Section 12.14 Third Party Beneficiaries. Except as otherwise set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

Section 12.15 Paramountcy. In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of such conflict or inconsistency.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first above written.

SELLER:

DECISIONONE CORPORATION

By: 
Name: Jeff Varsalone
Title: Chief Restructuring Officer

PURCHASER:

STC LENDER LP

By: _____
Name: Barbara McKee
Title: Authorized Signatory

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first above written.

SELLER:

DECISIONONE CORPORATION

By: _____
Name: Jeff Varsalone
Title: Chief Restructuring Officer

PURCHASER:

STC LENDER LP

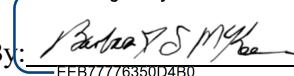
By: 
Name: Barbara McKee
Title: Authorized Signatory

EXHIBIT A

SALE PROCEDURES

Set forth below are the sale procedures (the “**Sale Procedures**”) to be implemented with respect to a sale (the “**Sale**”) of the business or assets of DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the “**Vendor**”) pursuant to a court approved stalking horse solicitation process in the proceedings of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

The Vendor will seek an Order from the Court (the “**Sale Procedures and Stalking Horse Approval and Vesting Order**”): (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process (the “**Sale Process**”), these Sale Procedures; (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between the Vendor and STC Lender LP (the “**Stalking Horse Bidder**”); and (iii) approving the transaction contemplated in the Stalking Horse Agreement and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in the Stalking Horse Bidder if no other Qualified Bid (as defined below) is identified through this Sale Process on or before the Bid Deadline (as defined below).

Key Dates

May 23, 2023	Delivery of Teasers and Sales Packages
May 23, 2023	Confidential Data-Site to be established
June 20, 2023	Bid Deadline for Binding Bids

Assets to Be Sold

The Vendor is offering for Sale all of the Vendor's right, title and interest in and to all of the Vendors' assets or business (the “**Vendors' Assets**”). KPMG Inc., in its capacity as Proposal Trustee of the Vendor (the “**Proposal Trustee**”), will be responsible for conducting the solicitation process on behalf of the Vendor.

The Vendor has entered into the Stalking Horse Agreement with the Stalking Horse Bidder. In this Sale Process, the Proposal Trustee is soliciting superior offers to the Stalking Horse Agreement in respect of the Vendor's Assets as determined in accordance with the criteria set out herein.

Solicitation of Interest

As soon as reasonably practicable before or after the granting of the Sale Procedures and Stalking Horse Approval and Vesting Order, but in any event no more than three business days thereafter, the Proposal Trustee, in consultation with the Vendor, will:

- a) prepare a form of non-disclosure agreement acceptable to the Vendor (the “**NDA**”) to be executed by interested parties;
- b) prepare a list of potential bidders, including the parties that have previously approached the Vendor indicating an interest in the Vendor's assets (the “**Known Potential Bidders**”) through prior marketing and solicitation efforts;

- c) prepare a process summary (the “**Teaser**”) describing the opportunity and inviting recipients to participate in the Bidding Process (together with the NDA, the “**Sales Package**”); and
- d) cause the Sales Package to be delivered to the Known Potential Bidders and to any other party who requests a copy of the Sales Package or who is identified to the Vendor or the Proposal Trustee as a potential bidder.

All substantive communications related to bids, the Sale or any transaction related to the Vendor shall be conducted exclusively through the Proposal Trustee. Communications between and amongst potential bidders is expressly prohibited unless the Proposal Trustee, in consultation with the Vendor, expressly consents in writing to such communications.

The Bidding Process

The Proposal Trustee, with the assistance of the Vendor, shall be responsible for the marketing and sale of the Vendor’s business and assets pursuant to this Sale Process. The Proposal Trustee shall have the right to adopt such other rules for the Sale Process (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the Sale Process; provided that the adoption of any rule or other modification or waiver that materially delays the completion of these Sale Procedures beyond July 19, 2023 shall require the prior consent of the Stalking Horse Bidder or an order of the Court.

Participation Requirements

A “**Qualified Bidder**” is a bidder who, by the Bid Deadline (defined below) submits a binding bid substantially in the form of the Stalking Horse Agreement that provides for cash consideration distributable to creditors of the Vendor in accordance with their respective priorities of at least US \$3,150,000 (the “**Base Purchase Price**”) (being the amount of the Purchase Price under the Stalking Horse Agreement, plus US \$150,000 in cash), plus assumption of assumed liabilities equal to the value of the Assumed Liabilities and exclusion of assets equal to the value of the Excluded Assets or an equivalent additional cash value, and includes the Required Bid Terms and Materials (as defined below) (a “**Qualified Bid**”). Notwithstanding anything else in these Sale Procedures, the transaction set out in the Stalking Horse Agreement (the “**Stalking Horse Bid**”) shall be and shall be deemed to be a Qualified Bid and the Stalking Horse Bidder a Qualified Bidder for all purposes and at all times in connection with these Sale Procedures and the Stalking Horse Bidder is not required to take any steps or submit any further documentation or information by the Bid Deadline and it is understood and accepted that the Stalking Horse Bid (including any modifications thereto in an Auction) is or includes a credit bid.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of a binding bid that includes the Required Bid Terms and Materials (as defined below) to the Proposal Trustee no later than 5:00 p.m. (prevailing Eastern time) on June 20, 2023 (the “**Bid Deadline**”). The Proposal Trustee shall forthwith provide copies of any bids received to the Vendor.

Bid Requirements

All Qualified Bids must include the following (collectively, the “**Required Bid Terms and Materials**”):

- (a) proposed purchase price in cash consideration distributable to creditors of the Vendor in accordance with their respective priorities at least equal to the Base Purchase Price;

- (b) a description of any non-cash consideration including details of any liabilities (including operating liabilities) to be assumed by the bid;
- (c) a description of the property, contracts and assets that are subject to the transaction;
- (d) a description of all excluded: (a) property, contracts or assets; and (b) liabilities;
- (e) no conditions other than court approval, including no conditions regarding financing, or the outcome or review of any due diligence;
- (f) any other terms or conditions of the bid that the bidder believes are material to the transaction;
- (g) a provision stating that the Qualified Bid is irrevocably open for acceptance until the earlier of (i) the closing of a Sale approved by the Court; and (ii) July 19, 2023, (the “**Bid Expiration**”);
- (h) reasonable certainty of completion no later than July 19, 2023;
- (i) a description of the identity of the bidder together with (i) full disclosure of any entities and/or individuals that control the bidder and/or the beneficial owner (if any) with the power, directly or indirectly, to cause the direction of the management and policies of the bidder; and (ii) evidence of authorization from such bidder’s board of directors (or comparable governing body acceptable to the Proposal Trustee and the Vendor) with respect to the submission of the bid and the consummation of the transaction contemplated by the bid;
- (j) an executed copy of a binding Sale agreement and a redline of the bidder’s proposed purchase agreement reflecting variations from the Stalking Horse Bid (the “**Marked Agreement**”).
- (k) a cash deposit in the amount of not less than ten percent of the purchase price offered by such bid, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee (the “**Bid Deposit**”), which shall be held in the trust account of the Proposal Trustee’s solicitors (the “**Escrow Account**”). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder (as defined below), its Bid Deposit will be applied without interest on Closing to the purchase price payable by it under its bid on the closing thereof; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned without interest to it forthwith following the Bid Expiration.
- (l) evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction.

The Proposal Trustee shall review: (a) all bids and determine whether such bids are Qualified Bids; and (b) shall recommend to the Vendor which Qualified Bid is the best offer. The Proposal Trustee, in consultation with and approval of the Vendor, may waive strict compliance with any one or more of the requirements specified above other than the requirement in (a) and deem such non-compliant bids to be a Qualified Bid.

“As Is, Where Is”

The Sale shall be on an “as is, where is” basis and without surviving representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendor or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive agreement with the Vendor. By submitting a bid, each Qualified Bidder shall be deemed to

acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendor's assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/ or inspection of any documents and/ or the Vendor's assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendor's assets or liabilities, the financial performance of the Vendor's business or the physical condition or location of the Vendor's assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive agreement with the Vendor.

Process to Determine Successful Bid

If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee may elect to advise all Qualified Bidders of the lead bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend an auction to be conducted by the Proposal Trustee in accordance with procedures to be established (the "**Auction Procedures**") in a further auction procedures letter from the Proposal Trustee (the "**Auction**"). The Auction Procedures shall include minimum bid increments of US \$150,000. The Auction may be conducted in person or by video conference.

The "**Successful Bid**" shall be either: (i) the Stalking Horse Agreement, automatically and without further action, if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline; or (ii) the Qualified Bid that is (a) the successful bid in the Auction pursuant to the Auction Procedures, if an Auction is undertaken; or (b) selected as the successful bidder by the Proposal Trustee in accordance with these Sale Procedures, if one or more Qualified Bids other than the Stalking Horse Agreement is submitted by the Bid Deadline. The Qualified Bidder that makes the Successful Bid is referred to as the "**Successful Bidder**"). For greater clarity, on the Bid Deadline the Stalking Horse Agreement shall be the Successful Bid and the Stalking Horse Bidder shall be the Successful Bidder and no Auction shall be undertaken if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline.

The Proposal Trustee, in consultation with the Vendor, may elect not to proceed with an Auction and may instead elect to negotiate with Qualified Bidders regarding the terms of their respective bids to achieve the highest or otherwise best transaction available and, the Proposal Trustee in consultation with the Vendor and the Stalking Horse Bidder may accept a Qualified Bid as the Successful Bid without an Auction.

Miscellaneous

The solicitation process and these Sale Procedures are solely for the benefit of the Vendor and nothing contained in the Sale Process Order or these Sale Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a successful bidder under the Sale Process Order or the rights contained in the Stalking Horse Bid.

Schedule "A"**Acquired Accounts Receivable**

Assumed Contracts	Grand Total
AMERICAN AIRLINES INC	307.97
APTOPS	
BIBLIOTHECA CANADA INC	380,495.42
COGNIZANT CANADA (MA305)	23,123.48
COGNIZANT WORLDWIDE LIMITED	24,307.32
EPSON CANADA LTD	29,122.77
EURODATA SUPPORT SERVICES	
FIDELIS ART PRINTS	(28.78)
GOULD FASTENERS LTD	1,550.80
HCL CANADA INC	17,643.81
INSTA CUSTOMS	(3,963.17)
JAKO (MR ALAN)	271.66
LONDON DRUGS LTD	979.57
LONESTAR GROUP	4,384.27
MAISON DU PATIN LA FRAMBOISE I	2,884.63
MERCANA FURNITURE AND D?COR, L	1,729.41
NIVEL	
NSEWON	989.10
PFU CANADA INC. (Fujitsu)	1,237.95
PRAXAIR DISTRIBUTION INC.	725.65
READY CREDIT CORPORATION	7,226.24
SMART FRAMES AND ACCENTS	2,713.49
STIFEL FIRSTENERGY	2,707.83
TECH MAHINDRA LIMITED	3,872.68
TECH MAHINDRA LTD	1,070.45
TERIX COMPUTER SERVICES (CANAD	137.23
UNITED AIRLINES	1,954.77
VISTA PRINT	7,295.08
WEST LEAF LAB	(2,103.44)
WESTERN CANADA LOTTERIES CORP	7,138.21
WESTERN LITHO PRINTERS	2,484.68
WESTJET	12,637.21
YETI	295.12
ZAWSKI ENTERPRISE	3,178.94
Grand Total	536,370.35
Not Assumed Contracts	Grand Total
EPICOR SOFTWARE CANADA LTD.	2,832.82
HCL - PARENT	(496.79)
HCL AMERICA INC	44,523.37
HCL CANADA INC	30,248.26
HCL CANADA INC.	4,568.47
NTT DATA CANADA INC (HALIFAX)	29,281.28
NTT DATA CANADA, INC	80,202.24
NTT DATA INC	101,725.24
NTT DATA SERVICES	21,172.25
TATA CONSULTANCY SERVICES LIMI	3,286.94
	317,344.08
	853,714.43

Unbilled Receivables

Fujitsu Scanner T&M for April	725.00
WestJet T&M for April 2023	3,000.00
Epson T&M customer activity	225.00
HCL De Beers for March 2023	5,295.00
HCL SC Johnson for February 20	250.00
HCL SC Johnson for January 202	2,200.00
HCL SC Johnson for March 2023	600.00
HCL CHEP for March 2023	1,275.00
HCL CHEP for November 2022	2,728.00
Epson T&M customer activity	1,500.00
Cognizant OUP T&M for April 20	7,615.00
Cognizant Clorox T&M for April	4,515.00
Cognizant Clorox T&M for March	7,350.00
NTT Data Amgen for March 2023	9,430.00
Maintech T&M	7,430.00
HCL BMX for February 2023	1,250.00
HCL BMX for January 2023	2,900.00
HCL BMX for March 2023	940.00
HCL BioGen T&M for August 2021	1,295.00
HCL BioGen T&M for July 2021	1,170.00
HCL BioGen T&M for September 2	3,906.00
HCL British Petroleum T&M for	1,887.00
NTT Data Ingredion T&M	(6,340.00)
NTT Data Ingredion T&M for Jan	940.00
HCL Suncor for August 2022	1,520.00
HCL Suncor for November 2022	1,230.00
Tech Mahindra (Russel Metals)	4,800.00
Epson T&M customer activity	920.00
Epson 2nd Day warranty for Apr	2,500.00
Epson warranty for April 2023	11,500.00
Bibliotheca for April 2023	52,000.00
Bibliotheca Depot activity for	(3,100.00)
	133,456.00
Oct2022 NTT REBATE	(13,545.08)
Nov2022 NTT REBATE	(1,431.65)
Dec2022 NTT REBATE	(17,069.82)
Jan2023 NTT REBATE	(5,411.06)
Feb2023 NTT REBATE	(2,314.98)
Mar2023 NTT REBATE	(2,881.46)
	(42,654.05)
Balance GL (CDN\$)	90,801.95

Schedule “B”

Permitted Liens

NONE.

Schedule “C”**Purchased Contracts**

	Agreement	Contract Counter Party	Cure Cost
1.	Statement of Work/Change Order	American Airlines	
2.	Statement of Work/Change Order	Bibliotheca	
3.	Statement of Work/Change Order	Epson	
4.	Statement of Work/Change Order	Ready Credit Corp.	
5.	Statement of Work/Change Order	United Airlines	
6.	Statement of Work/Change Order	Aptos	
7.	Master Services Agreement	Westjet	
8.	Master Services Agreement	PFU Canada Inc. (Fujitsu)	
9.	Master Services Agreement	HCL (De Beers)	
10.	Master Services Agreement	HCL (SC Johnson)	
11.	Master Services Agreement	Tech Mahindra (Russell Metals Project)	
12.	Master Services Agreement	Cognizant (Clorox and OUP Projects)	

In addition to the foregoing, the Purchased Contracts shall include those agreements, whether written or unwritten, between the Seller and each of Western Canada Lotteries Corp., Gould, Praxxair and Terix pursuant to which products and services are, as of the date of Closing, sold to such parties by the Seller.

Schedule “D”
Assumed Accounts Payable

NONE.

Schedule "E"**Assumed Accrued Expenses**

Accrued Expenses Misc - 210000	Accrued audit fees	\$ 21,000.00
Acc'd Inventory Receivers - 210020	Received not invoiced	\$ 25,507.91
Accrued Payroll Expense - 210070	Accrued payroll	\$ 31,357.60
Acc'd Air Travel Liability - 210110	Amex charges	\$ 2,000.00
Total CAD		\$ 79,865.51

Schedule "F"**Prepaid Amounts**

Decisionone Canada		
Prepaid Insurance - 130020		
30-Apr-23		
Manulife (Benefits)	<u>\$ 8,947.62</u>	May premium
Decisionone Canada		
Prepaid Rent - 130010		
30-Apr-23		
MAPLE LEAF SELF STORAGE INC.	382.00	May rent
BULLDOG SELF STORAGE	135.00	May rent
	517.00	
Total Prepays CAD	\$ 9,464.62	

This is Exhibit "J" referred to in the Affidavit of Jeffrey Varsalone sworn by Jeffrey Varsalone of the City of Bedford, in the State of New Hampshire, before me at the City of Toronto, in the Province of Ontario, on May 23, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)
EVAN COBB (LSO#: 55787N)

SALE PROCEDURES

Set forth below are the sale procedures (the “**Sale Procedures**”) to be implemented with respect to a sale (the “**Sale**”) of the business or assets of DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the “**Vendor**”) pursuant to a court approved stalking horse solicitation process in the proceedings of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

The Vendor will seek an Order from the Court (the “**Sale Procedures and Stalking Horse Approval and Vesting Order**”): (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process (the “**Sale Process**”), these Sale Procedures; (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between the Vendor and STC Lender LP (the “**Stalking Horse Bidder**”); and (iii) approving the transaction contemplated in the Stalking Horse Agreement and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in the Stalking Horse Bidder if no other Qualified Bid (as defined below) is identified through this Sale Process on or before the Bid Deadline (as defined below).

Key Dates

May 23, 2023	Delivery of Teasers and Sales Packages
May 23, 2023	Confidential Data-Site to be established
June 20, 2023	Bid Deadline for Binding Bids

Assets to Be Sold

The Vendor is offering for Sale all of the Vendor's right, title and interest in and to all of the Vendors' assets or business (the “**Vendors' Assets**”). KPMG Inc., in its capacity as Proposal Trustee of the Vendor (the “**Proposal Trustee**”), will be responsible for conducting the solicitation process on behalf of the Vendor.

The Vendor has entered into the Stalking Horse Agreement with the Stalking Horse Bidder. In this Sale Process, the Proposal Trustee is soliciting superior offers to the Stalking Horse Agreement in respect of the Vendor's Assets as determined in accordance with the criteria set out herein.

Solicitation of Interest

As soon as reasonably practicable before or after the granting of the Sale Procedures and Stalking Horse Approval and Vesting Order, but in any event no more than three business days thereafter, the Proposal Trustee, in consultation with the Vendor, will:

- a) prepare a form of non-disclosure agreement acceptable to the Vendor (the “**NDA**”) to be executed by interested parties;
- b) prepare a list of potential bidders, including the parties that have previously approached the Vendor indicating an interest in the Vendor's assets (the “**Known Potential Bidders**”) through prior marketing and solicitation efforts;

- c) prepare a process summary (the “**Teaser**”) describing the opportunity and inviting recipients to participate in the Bidding Process (together with the NDA, the “**Sales Package**”); and
- d) cause the Sales Package to be delivered to the Known Potential Bidders and to any other party who requests a copy of the Sales Package or who is identified to the Vendor or the Proposal Trustee as a potential bidder.

All substantive communications related to bids, the Sale or any transaction related to the Vendor shall be conducted exclusively through the Proposal Trustee. Communications between and amongst potential bidders is expressly prohibited unless the Proposal Trustee, in consultation with the Vendor, expressly consents in writing to such communications.

The Bidding Process

The Proposal Trustee, with the assistance of the Vendor, shall be responsible for the marketing and sale of the Vendor’s business and assets pursuant to this Sale Process. The Proposal Trustee shall have the right to adopt such other rules for the Sale Process (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the Sale Process; provided that the adoption of any rule or other modification or waiver that materially delays the completion of these Sale Procedures beyond July 19, 2023 shall require the prior consent of the Stalking Horse Bidder or an order of the Court.

Participation Requirements

A “**Qualified Bidder**” is a bidder who, by the Bid Deadline (defined below) submits a binding bid substantially in the form of the Stalking Horse Agreement that provides for cash consideration distributable to creditors of the Vendor in accordance with their respective priorities of at least US \$3,150,000 (the “**Base Purchase Price**”) (being the amount of the Purchase Price under the Stalking Horse Agreement, plus US \$150,000 in cash), plus assumption of assumed liabilities equal to the value of the Assumed Liabilities and exclusion of assets equal to the value of the Excluded Assets or an equivalent additional cash value, and includes the Required Bid Terms and Materials (as defined below) (a “**Qualified Bid**”). Notwithstanding anything else in these Sale Procedures, the transaction set out in the Stalking Horse Agreement (the “**Stalking Horse Bid**”) shall be and shall be deemed to be a Qualified Bid and the Stalking Horse Bidder a Qualified Bidder for all purposes and at all times in connection with these Sale Procedures and the Stalking Horse Bidder is not required to take any steps or submit any further documentation or information by the Bid Deadline and it is understood and accepted that the Stalking Horse Bid (including any modifications thereto in an Auction) is or includes a credit bid.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of a binding bid that includes the Required Bid Terms and Materials (as defined below) to the Proposal Trustee no later than 5:00 p.m. (prevailing Eastern time) on June 20, 2023 (the “**Bid Deadline**”). The Proposal Trustee shall forthwith provide copies of any bids received to the Vendor.

Bid Requirements

All Qualified Bids must include the following (collectively, the “**Required Bid Terms and Materials**”):

- (a) proposed purchase price in cash consideration distributable to creditors of the Vendor in accordance with their respective priorities at least equal to the Base Purchase Price;

- (b) a description of any non-cash consideration including details of any liabilities (including operating liabilities) to be assumed by the bid;
- (c) a description of the property, contracts and assets that are subject to the transaction;
- (d) a description of all excluded: (a) property, contracts or assets; and (b) liabilities;
- (e) no conditions other than court approval, including no conditions regarding financing, or the outcome or review of any due diligence;
- (f) any other terms or conditions of the bid that the bidder believes are material to the transaction;
- (g) a provision stating that the Qualified Bid is irrevocably open for acceptance until the earlier of (i) the closing of a Sale approved by the Court; and (ii) July 19, 2023, (the “**Bid Expiration**”);
- (h) reasonable certainty of completion no later than July 19, 2023;
- (i) a description of the identity of the bidder together with (i) full disclosure of any entities and/or individuals that control the bidder and/or the beneficial owner (if any) with the power, directly or indirectly, to cause the direction of the management and policies of the bidder; and (ii) evidence of authorization from such bidder’s board of directors (or comparable governing body acceptable to the Proposal Trustee and the Vendor) with respect to the submission of the bid and the consummation of the transaction contemplated by the bid;
- (j) an executed copy of a binding Sale agreement and a redline of the bidder’s proposed purchase agreement reflecting variations from the Stalking Horse Bid (the “**Marked Agreement**”).
- (k) a cash deposit in the amount of not less than ten percent of the purchase price offered by such bid, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee (the “**Bid Deposit**”), which shall be held in the trust account of the Proposal Trustee’s solicitors (the “**Escrow Account**”). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder (as defined below), its Bid Deposit will be applied without interest on Closing to the purchase price payable by it under its bid on the closing thereof; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned without interest to it forthwith following the Bid Expiration.
- (l) evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction.

The Proposal Trustee shall review: (a) all bids and determine whether such bids are Qualified Bids; and (b) shall recommend to the Vendor which Qualified Bid is the best offer. The Proposal Trustee, in consultation with and approval of the Vendor, may waive strict compliance with any one or more of the requirements specified above other than the requirement in (a) and deem such non-compliant bids to be a Qualified Bid.

“As Is, Where Is”

The Sale shall be on an “as is, where is” basis and without surviving representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendor or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive agreement with the Vendor. By submitting a bid, each Qualified Bidder shall be deemed to

acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendor's assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/ or inspection of any documents and/ or the Vendor's assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendor's assets or liabilities, the financial performance of the Vendor's business or the physical condition or location of the Vendor's assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive agreement with the Vendor.

Process to Determine Successful Bid

If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee may elect to advise all Qualified Bidders of the lead bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend an auction to be conducted by the Proposal Trustee in accordance with procedures to be established (the "**Auction Procedures**") in a further auction procedures letter from the Proposal Trustee (the "**Auction**"). The Auction Procedures shall include minimum bid increments of US \$150,000. The Auction may be conducted in person or by video conference.

The "**Successful Bid**" shall be either: (i) the Stalking Horse Agreement, automatically and without further action, if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline; or (ii) the Qualified Bid that is (a) the successful bid in the Auction pursuant to the Auction Procedures, if an Auction is undertaken; or (b) selected as the successful bidder by the Proposal Trustee in accordance with these Sale Procedures, if one or more Qualified Bids other than the Stalking Horse Agreement is submitted by the Bid Deadline. The Qualified Bidder that makes the Successful Bid is referred to as the "**Successful Bidder**"). For greater clarity, on the Bid Deadline the Stalking Horse Agreement shall be the Successful Bid and the Stalking Horse Bidder shall be the Successful Bidder and no Auction shall be undertaken if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline.

The Proposal Trustee, in consultation with the Vendor, may elect not to proceed with an Auction and may instead elect to negotiate with Qualified Bidders regarding the terms of their respective bids to achieve the highest or otherwise best transaction available and, the Proposal Trustee in consultation with the Vendor and the Stalking Horse Bidder may accept a Qualified Bid as the Successful Bid without an Auction.

Miscellaneous

The solicitation process and these Sale Procedures are solely for the benefit of the Vendor and nothing contained in the Sale Process Order or these Sale Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a successful bidder under the Sale Process Order or the rights contained in the Stalking Horse Bid.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C.
1985, c. B-3, AS AMENDED OF DECISIONONE CORPORATION, A
CORPORATION FORMED UNDER THE LAWS OF NEW BRUNSWICK

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**
PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JEFFREY VARSALONE

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J

Tel: 416.202.6707

jennifer.stam@nortonrosefulbright.com

Evan Cobb LSO#: 55787N

Tel: 416.216.1929

evan.cobb@nortonrosefulbright.com

Meghan Parker LSO#: 85866R

Tel: 613.780.1530

Meghan.parker@nortonrosefulbright.com

Lawyers for DecisionOne Corporation

TAB 3

Court File No. 31-2946538

Estate No. 31-2946538

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	WEEKDAY, THE #
JUSTICE)	DAY OF MAY, 2023
)	

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

ORDER

(Sale Procedures and Stalking Horse Approval and Vesting Order)

THIS MOTION, made by DecisionOne Corporation (“**D1 Canada**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) for an order, among other things, (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process, the sale procedures substantially in the form attached as Schedule “A” hereto (the “**Sale Procedures**”); (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between D1 Canada and STC Lender LP (the “**Purchaser**”); and (iii) subject to the conditions of this Order, approving the transaction contemplated in the Stalking Horse Agreement, including the satisfaction of the Purchase Price (as defined in the Stalking Horse Agreement) as set out in section 4.4 of the Stalking Horse Agreement (the “**Transaction**”) and vesting the Purchased Assets (defined in the Stalking Horse Agreement) in the Purchaser, was heard this day by way of judicial conference via Zoom at Toronto, Ontario in accordance with the changes to the operations of the Commercial List.

ON READING the affidavit of Jeffrey Varsalone sworn May 23, 2023 and the Exhibits thereto (the “**Varsalone Affidavit**”), and on hearing the submissions of counsel for D1 Canada, the Purchaser and **[NAMES]**, no one appearing for any other person although duly served as appears from the affidavit of service of **[NAME]** sworn **[DATE]** and on reading the first report dated __, 2023 (the “**First Report**”) of KPMG Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”),

SERVICE

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

SALE PROCEDURES

2. THIS COURT ORDERS AND DECLARES that (subject to any amendments thereto that may be made in accordance therewith) the Sale Procedures, including the “stalking horse” solicitation process set out therein, are hereby approved and accepted.

3. THIS COURT ORDERS that the Proposal Trustee, in consultation with D1 Canada and its advisors, is hereby authorized and directed to implement the Sale Procedures pursuant to the terms thereof and D1 Canada and the Proposal Trustee are authorized to take all steps and do all things reasonably necessary to implement the Sale Procedures.

4. THIS COURT ORDERS that each of D1 Canada and the Proposal Trustee, and their respective affiliates, officers, directors, partners, employees, advisors, and agents shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of the Sale Procedures, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or willful misconduct of D1 Canada or the Proposal Trustee, as applicable, as determined by this Court.

STALKING HORSE AGREEMENT

5. THIS COURT ORDERS that, subject to paragraph 11 below, the Stalking Horse Agreement including the purchase by the Stalking Horse Purchaser and the Transaction are hereby approved, and the execution of the Stalking Horse Agreement by D1 Canada is hereby authorized and approved, with such minor amendments as D1 Canada and the Purchaser, with

the consent of the Proposal Trustee, may deem necessary. Subject to paragraph 11 below, D1 Canada is hereby authorized to perform its obligations under the Stalking Horse Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. THIS COURT ORDERS AND DECLARES that upon the delivery of the Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Trustee's Certificate**"), all of D1 Canada's right, title and interest in and to the Purchased Assets described in the Stalking Horse Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances (as defined in the Stalking Horse Agreement) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds, if any, from the sale of the Purchased Assets under the Stalking Horse Agreement shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds, if any, from the sale of the Purchased Assets under the Stalking Horse Agreement with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. THIS COURT ORDERS AND DIRECTS the Proposal Trustee to deliver the Trustee's Certificate to the Purchaser promptly after the conditions set out in the Trustee's Certificate are met and to file a copy of the Trustee's Certificate with the court forthwith thereafter.

9. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of D1 Canada and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of D1 Canada;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of D1 Canada and shall not be void or voidable by creditors of D1 Canada, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. THIS COURT DECLARES that the Purchaser is a party to these proceedings.

11. THIS COURT ORDERS that paragraph 5 through 9 of this Order (except the authorization and approval of D1 Canada's execution of the Stalking Horse Agreement, which is effective immediately) shall become binding and effective, without need for any further or other steps or orders, on the Bid Deadline (as defined in the Sale Procedures) if no Qualified Bid (as defined in the Sale Procedures) other than the Stalking Horse Agreement has been received by the Proposal Trustee on or prior to the Bid Deadline thereby causing the Stalking Horse Agreement to become the Successful Bid (as defined in the Sale Procedures). If the Stalking Horse Agreement does not become the Successful Bid at the Bid Deadline pursuant to the Sale Procedures then paragraphs 5 through 9 shall have no further effect and any other Successful Bid in accordance with the Sale Procedures shall be subject to further approval of the Court upon a motion to be served and filed at such time as any such transaction is entered into in accordance with the Sale Procedures.

12. THIS COURT ORDERS that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, D1 Canada and the Proposal Trustee are authorized and permitted to: (a) disclose personal information of identifiable individuals to prospective purchasers, investors, financiers or bidders and to their advisors, but only to the

extent desirable or required to carry out the Sale Procedures and to negotiate and attempt to complete a transaction for some or all of the assets of D1 Canada. Each prospective purchaser, investor or bidder (and their respective advisors) to whom any such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information solely to its evaluation of a transaction for some or all of the assets of D1 Canada, and if it does not complete such a transaction, shall either (i) return all such information to D1 Canada, or (ii) in the alternative destroy all such information or, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. A purchaser of any of D1 Canada's assets shall be entitled to continue to use the personal information provided to it, and related to such assets, in a manner that is in all material respects identical to the prior use of such information by D1 Canada, and shall return all other personal information to D1 Canada, or ensure that all other personal information is destroyed; and (b) if the Purchaser is the Successful Bidder (as defined in the Sale Procedures), disclose and transfer to the Purchaser all human resources and payroll information in D1 Canada's records pertaining to D1 Canada's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by D1 Canada.

PAYMENTS BY D1 CANADA

13. THIS COURT ORDERS D1 Canada shall be entitled but not required to pay the following expenses whether incurred prior to or after the filing by D1 Canada of its Notice of Intention pursuant to Section 50.4(1) of the BIA, provided that in the case of (a) and (b) below such payments are in accordance with the cash flow forecast dated ●, 2023 shared with the Stalking Horse Purchaser or as otherwise agreed in advance with the Stalking Horse Purchaser in writing:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of the Proposal Trustee or any advisors and legal counsel retained or employed by D1 Canada or the Proposal Trustee in respect of these proceedings, at their standard rates and charges; and

- (c) amounts not otherwise listed in this paragraph 13 up to an aggregate total of \$100,000 if, in the opinion of D1 Canada and the Proposal Trustee, the payment is critical to the business and operations of D1 Canada.

PROPOSAL TRUSTEE'S REPORT

14. THIS COURT ORDERS that the First Report and the activities of the Proposal Trustee described therein, shall be and are hereby approved, provided, however, that only the Proposal Trustee in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approval in any way.

EXTENSION OF TIME

15. THIS COURT ORDERS that the time within which D1 Canada is to make a proposal pursuant to section 62(1) of the BIA, and the corresponding stay of proceedings provided for in section 69 of the BIA, are hereby extended in accordance with section 50.4(9) of the BIA to and including July 19, 2023.

GENERAL

16. THIS COURT ORDERS that D1 Canada and the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder and under the Sale Procedures.

17. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist D1 Canada and the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to D1 Canada and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Proposal Trustee and D1 Canada and their respective agents in carrying out the terms of this Order.

18. THIS COURT ORDERS that each of D1 Canada and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or

administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

Schedule “A”

SALE PROCEDURES

Set forth below are the sale procedures (the “**Sale Procedures**”) to be implemented with respect to a sale (the “**Sale**”) of the business or assets of DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the “**Vendor**”) pursuant to a court approved stalking horse solicitation process in the proceedings of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

The Vendor will seek an Order from the Court (the “**Sale Procedures and Stalking Horse Approval and Vesting Order**”): (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process (the “**Sale Process**”), these Sale Procedures; (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between the Vendor and STC Lender LP (the “**Stalking Horse Bidder**”); and (iii) approving the transaction contemplated in the Stalking Horse Agreement and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in the Stalking Horse Bidder if no other Qualified Bid (as defined below) is identified through this Sale Process on or before the Bid Deadline (as defined below).

Key Dates

May 23, 2023	Delivery of Teasers and Sales Packages
May 23, 2023	Confidential Data-Site to be established
June 20, 2023	Bid Deadline for Binding Bids

Assets to Be Sold

The Vendor is offering for Sale all of the Vendor's right, title and interest in and to all of the Vendors' assets or business (the “**Vendors' Assets**”). KPMG Inc., in its capacity as Proposal Trustee of the Vendor (the “**Proposal Trustee**”), will be responsible for conducting the solicitation process on behalf of the Vendor.

The Vendor has entered into the Stalking Horse Agreement with the Stalking Horse Bidder. In this Sale Process, the Proposal Trustee is soliciting superior offers to the Stalking Horse Agreement in respect of the Vendor's Assets as determined in accordance with the criteria set out herein.

Solicitation of Interest

As soon as reasonably practicable before or after the granting of the Sale Procedures and Stalking Horse Approval and Vesting Order, but in any event no more than three business days thereafter, the Proposal Trustee, in consultation with the Vendor, will:

- a) prepare a form of non-disclosure agreement acceptable to the Vendor (the “**NDA**”) to be executed by interested parties;

- b) prepare a list of potential bidders, including the parties that have previously approached the Vendor indicating an interest in the Vendor's assets (the "**Known Potential Bidders**") through prior marketing and solicitation efforts;
- c) prepare a process summary (the "**Teaser**") describing the opportunity and inviting recipients to participate in the Bidding Process (together with the NDA, the "**Sales Package**"); and
- d) cause the Sales Package to be delivered to the Known Potential Bidders and to any other party who requests a copy of the Sales Package or who is identified to the Vendor or the Proposal Trustee as a potential bidder.

All substantive communications related to bids, the Sale or any transaction related to the Vendor shall be conducted exclusively through the Proposal Trustee. Communications between and amongst potential bidders is expressly prohibited unless the Proposal Trustee, in consultation with the Vendor, expressly consents in writing to such communications.

The Bidding Process

The Proposal Trustee, with the assistance of the Vendor, shall be responsible for the marketing and sale of the Vendor's business and assets pursuant to this Sale Process. The Proposal Trustee shall have the right to adopt such other rules for the Sale Process (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the Sale Process; provided that the adoption of any rule or other modification or waiver that materially delays the completion of these Sale Procedures beyond July 19, 2023 shall require the prior consent of the Stalking Horse Bidder or an order of the Court.

Participation Requirements

A "**Qualified Bidder**" is a bidder who, by the Bid Deadline (defined below) submits a binding bid substantially in the form of the Stalking Horse Agreement that provides for cash consideration distributable to creditors of the Vendor in accordance with their respective priorities of at least US \$3,150,000 (the "**Base Purchase Price**") (being the amount of the Purchase Price under the Stalking Horse Agreement, plus US \$150,000 in cash), plus assumption of assumed liabilities equal to the value of the Assumed Liabilities and exclusion of assets equal to the value of the Excluded Assets or an equivalent additional cash value, and includes the Required Bid Terms and Materials (as defined below) (a "**Qualified Bid**"). Notwithstanding anything else in these Sale Procedures, the transaction set out in the Stalking Horse Agreement (the "**Stalking Horse Bid**") shall be and shall be deemed to be a Qualified Bid and the Stalking Horse Bidder a Qualified Bidder for all purposes and at all times in connection with these Sale Procedures and the Stalking Horse Bidder is not required to take any steps or submit any further documentation or information by the Bid Deadline and it is understood and accepted that the Stalking Horse Bid (including any modifications thereto in an Auction) is or includes a credit bid.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of a binding bid that includes the Required Bid Terms and Materials (as defined below) to the Proposal Trustee no later than 5:00 p.m. (prevailing Eastern time) on June 20, 2023 (the "**Bid Deadline**"). The Proposal Trustee shall forthwith provide copies of any bids received to the Vendor.

Bid Requirements

All Qualified Bids must include the following (collectively, the “**Required Bid Terms and Materials**”):

- (a) proposed purchase price in cash consideration distributable to creditors of the Vendor in accordance with their respective priorities at least equal to the Base Purchase Price;
- (b) a description of any non-cash consideration including details of any liabilities (including operating liabilities) to be assumed by the bid;
- (c) a description of the property, contracts and assets that are subject to the transaction;
- (d) a description of all excluded: (a) property, contracts or assets; and (b) liabilities;
- (e) no conditions other than court approval, including no conditions regarding financing, or the outcome or review of any due diligence;
- (f) any other terms or conditions of the bid that the bidder believes are material to the transaction;
- (g) a provision stating that the Qualified Bid is irrevocably open for acceptance until the earlier of (i) the closing of a Sale approved by the Court; and (ii) July 19, 2023, (the “**Bid Expiration**”);
- (h) reasonable certainty of completion no later than July 19, 2023;
- (i) a description of the identity of the bidder together with (i) full disclosure of any entities and/or individuals that control the bidder and/or the beneficial owner (if any) with the power, directly or indirectly, to cause the direction of the management and policies of the bidder; and (ii) evidence of authorization from such bidder’s board of directors (or comparable governing body acceptable to the Proposal Trustee and the Vendor) with respect to the submission of the bid and the consummation of the transaction contemplated by the bid;
- (j) an executed copy of a binding Sale agreement and a redline of the bidder’s proposed purchase agreement reflecting variations from the Stalking Horse Bid (the “**Marked Agreement**”).
- (k) a cash deposit in the amount of not less than ten percent of the purchase price offered by such bid, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee (the “**Bid Deposit**”), which shall be held in the trust account of the Proposal Trustee’s solicitors (the “**Escrow Account**”). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder (as defined below), its Bid Deposit will be applied without interest on Closing to the purchase price payable by it under its bid on the closing thereof; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned without interest to it forthwith following the Bid Expiration.
- (l) evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction.

The Proposal Trustee shall review: (a) all bids and determine whether such bids are Qualified Bids; and (b) shall recommend to the Vendor which Qualified Bid is the best offer. The Proposal Trustee, in consultation with and approval of the Vendor, may waive strict compliance with any one or more of the requirements specified above other than the requirement in (a) and deem such non-compliant bids to be a Qualified Bid.

“As Is, Where Is”

The Sale shall be on an “as is, where is” basis and without surviving representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendor or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive agreement with the Vendor. By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendor's assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/ or inspection of any documents and/ or the Vendor's assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendor's assets or liabilities, the financial performance of the Vendor's business or the physical condition or location of the Vendor's assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive agreement with the Vendor.

Process to Determine Successful Bid

If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee may elect to advise all Qualified Bidders of the lead bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend an auction to be conducted by the Proposal Trustee in accordance with procedures to be established (the “**Auction Procedures**”) in a further auction procedures letter from the Proposal Trustee (the “**Auction**”). The Auction Procedures shall include minimum bid increments of US \$150,000. The Auction may be conducted in person or by video conference.

The “**Successful Bid**” shall be either: (i) the Stalking Horse Agreement, automatically and without further action, if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline; or (ii) the Qualified Bid that is (a) the successful bid in the Auction pursuant to the Auction Procedures, if an Auction is undertaken; or (b) selected as the successful bidder by the Proposal Trustee in accordance with these Sale Procedures, if one or more Qualified Bids other than the Stalking Horse Agreement is submitted by the Bid Deadline. The Qualified Bidder that makes the Successful Bid is referred to as the “**Successful Bidder**”. For greater clarity, on the Bid Deadline the Stalking Horse Agreement shall be the Successful Bid and the Stalking Horse Bidder shall be the Successful Bidder and no Auction shall be undertaken if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline.

The Proposal Trustee, in consultation with the Vendor, may elect not to proceed with an Auction and may instead elect to negotiate with Qualified Bidders regarding the terms of their respective bids to achieve the highest or otherwise best transaction available and, the Proposal Trustee in consultation with the Vendor and the Stalking Horse Bidder may accept a Qualified Bid as the Successful Bid without an Auction.

Miscellaneous

The solicitation process and these Sale Procedures are solely for the benefit of the Vendor and nothing contained in the Sale Process Order or these Sale Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a successful bidder under the Sale Process Order or the rights contained in the Stalking Horse Bid.

Schedule "B"**Trustee's Certificate**

Court File No.

Estate No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated [DATE], the Court approved the Asset Purchase Agreement made as of May 22, 2023 (the "**Sale Agreement**") between DecisionOne Corporation ("**D1 Canada**") and STC Lender LP (the "**Purchaser**") and provided for the vesting in the Purchaser of D1 Canada's right, title and interest in and to the Purchased Assets, (the "**Transaction**") which vesting is to be effective with respect to the Purchased Assets upon the delivery by KPMG Inc., in its capacity as Proposal Trustee (the "**Proposal Trustee**"), to the Purchaser of a certificate confirming (i) the satisfaction by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article X of the Sale Agreement have been satisfied or waived by D1 Canada; and (iii) the Transaction has been completed.

B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser and D1 Canada have confirmed to the Proposal Trustee in writing that the Purchaser has satisfied the Purchase Price for the Purchased Assets on Closing pursuant to the Sale Agreement;
2. The Purchaser and D1 Canada have confirmed to the Proposal Trustee in writing that the conditions to Closing as set out in Article X of the Sale Agreement have been satisfied or waived by D1 Canada and the Purchaser; and
3. The Transaction has been completed.
4. This Certificate was delivered by the Proposal Trustee at _____ [TIME] on _____ [DATE].

**KPMG INC., in its capacity as Proposal
Trustee of DecisionOne Corporation, and not
in its personal capacity and without personal
liability**

Per: _____

Name: _____

Title: _____

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,
AS AMENDED OF DECISIONONE CORPORATION, A CORPORATION
FORMED UNDER THE LAWS OF NEW BRUNSWICK

Court File No. 31-2946538
Estate No. 31-2946538

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(SALE PROCEDURES AND SALE APPROVAL)**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com
Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com
Meghan Parker LSO#: 85866R
Tel: 613.780.1530
meghan.parker@nortonrosefulbright.com

Lawyers for DecisionOne Corporation

ТАВ 4

Court File No. 31-2946538

Estate No. 31-2946538

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEEKDAY, THE #
JUSTICE)
) DAY OF ~~MONTH~~MAY, 20~~YR~~23

~~BETWEEN:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

~~APPROVAL AND VESTING~~

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

ORDER

(Sale Procedures and Stalking Horse Approval and Vesting Order)

THIS MOTION, made by [RECEIVER'S NAME] in its capacity DecisionOne Corporation ("D1 Canada"), pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the ~~Court appointed receiver ("BIA")~~ for an order, among other things, (i) approving and accepting, for the "Receiver" purpose of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale conducting a "stalking horse" solicitation process, the sale procedures substantially in the form attached as Schedule "A" hereto (the "Sale Procedures"); (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the "Sale Stalking Horse Agreement") between ~~the Receiver~~ D1 Canada and [NAME OF PURCHASER] STC Lender LP (the "Purchaser") dated [DATE]; and appended (iii) subject to the Report of the Receiver dated [DATE] (the "Report"), and vesting in conditions of this Order, approving the transaction contemplated in the Stalking Horse Agreement, including the Purchaser's satisfaction of the Debtor's right, title and interest Purchase Price (as defined in and to the assets described Stalking Horse Agreement) as set out in section 4.4 of the Sale Stalking Horse Agreement (the "Transaction") and vesting the Purchased Assets (defined in the Stalking Horse Agreement) in the Purchaser, was heard this day by way of judicial conference via Zoom at 330 University Avenue, Toronto, Ontario in accordance with the changes to the operations of the Commercial List.

ON READING the Report affidavit of Jeffrey Varsalone sworn May 23, 2023 and the Exhibits thereto (the "Varsalone Affidavit"), and on hearing the submissions of counsel for D1 Canada, the Receiver, Purchaser and [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly duly served as appears from the affidavit of service of [NAME] sworn [DATE] filed¹, and on reading the first report dated ___, 2023 (the "First Report") of KPMG Inc., in its capacity as Proposal Trustee (the "Proposal Trustee").

¹ This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

SERVICE

1. THIS COURT ORDERS AND DECLARES that THIS COURT ORDERS that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

SALE PROCEDURES

2. THIS COURT ORDERS AND DECLARES that (subject to any amendments thereto that may be made in accordance therewith) the Sale Procedures, including the "stalking horse" solicitation process set out therein, are hereby approved and accepted.

3. THIS COURT ORDERS that the Proposal Trustee, in consultation with D1 Canada and its advisors, is hereby authorized and directed to implement the Sale Procedures pursuant to the terms thereof and D1 Canada and the Proposal Trustee are authorized to take all steps and do all things reasonably necessary to implement the Sale Procedures.

4. THIS COURT ORDERS that each of D1 Canada and the Proposal Trustee, and their respective affiliates, officers, directors, partners, employees, advisors, and agents shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of the Sale Procedures, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or willful misconduct of D1 Canada or the Proposal Trustee, as applicable, as determined by this Court.

STALKING HORSE AGREEMENT

5. THIS COURT ORDERS that, subject to paragraph 11 below, the Stalking Horse Agreement including the purchase by the Stalking Horse Purchaser and the Transaction ~~is~~ are hereby approved,² and the execution of the ~~Sale~~ Stalking Horse Agreement by ~~the Receiver~~³ D1

² In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

³ In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

Canada is hereby authorized and approved, with such minor amendments as ~~the Receiver~~^{D1} Canada and the Purchaser, with the consent of the Proposal Trustee, may deem necessary. ~~The Receiver~~ Subject to paragraph 11 below, D1 Canada is hereby authorized to perform its obligations under the Stalking Horse Agreement and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a ~~Receiver~~^{the} Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule A^B hereto (the "Receiver Trustee's Certificate"), all of ~~the Debtor~~^{D1} Canada's right, title and interest in and to the Purchased Assets described in the Sale~~Stalking Horse~~ Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: ~~(i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii)~~ all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", which term shall not include the ~~permitted encumbrances, easements and restrictive covenants listed on Schedule D~~ Permitted Encumbrances (as defined in the Stalking Horse Agreement) and, for greater certainty, this Court orders that all of the Encumbrances

⁴ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

ffecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]~~⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

7. ~~4.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷, if any, from the sale of the Purchased Assets under the Stalking Horse Agreement shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds, if any, from the sale of the Purchased Assets under the Stalking Horse Agreement with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. ~~5.~~ THIS COURT ORDERS AND DIRECTS the ~~Receiver~~Proposal Trustee to deliver the Trustee's Certificate to the Purchaser promptly after the conditions set out in the Trustee's Certificate are met and to file ~~with the Court~~ a copy of the ~~Receiver~~Trustee's Certificate, with the court forthwith ~~after delivery thereof~~thereafter.

⁶ ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

6. ~~THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

9. 7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)*BIA in respect of ~~the Debtor~~D1 Canada and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~D1 Canada;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~D1 Canada and shall not be void or voidable by creditors of ~~the Debtor~~D1 Canada, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)*BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. 8. THIS COURT ORDERS AND DECLARES that the ~~Transaction is exempt from the application of the Bulk Sales Act (Ontario)~~ Purchaser is a party to these proceedings.

11. THIS COURT ORDERS that paragraph 5 through 9 of this Order (except the authorization and approval of D1 Canada's execution of the Stalking Horse Agreement, which is effective immediately) shall become binding and effective, without need for any further or other steps or orders, on the Bid Deadline (as defined in the Sale Procedures) if no Qualified Bid (as

defined in the Sale Procedures) other than the Stalking Horse Agreement has been received by the Proposal Trustee on or prior to the Bid Deadline thereby causing the Stalking Horse Agreement to become the Successful Bid (as defined in the Sale Procedures). If the Stalking Horse Agreement does not become the Successful Bid at the Bid Deadline pursuant to the Sale Procedures then paragraphs 5 through 9 shall have no further effect and any other Successful Bid in accordance with the Sale Procedures shall be subject to further approval of the Court upon a motion to be served and filed at such time as any such transaction is entered into in accordance with the Sale Procedures.

12. THIS COURT ORDERS that pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, D1 Canada and the Proposal Trustee are authorized and permitted to: (a) disclose personal information of identifiable individuals to prospective purchasers, investors, financiers or bidders and to their advisors, but only to the extent desirable or required to carry out the Sale Procedures and to negotiate and attempt to complete a transaction for some or all of the assets of D1 Canada. Each prospective purchaser, investor or bidder (and their respective advisors) to whom any such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information solely to its evaluation of a transaction for some or all of the assets of D1 Canada, and if it does not complete such a transaction, shall either (i) return all such information to D1 Canada, or (ii) in the alternative destroy all such information or, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. A purchaser of any of D1 Canada's assets shall be entitled to continue to use the personal information provided to it, and related to such assets, in a manner that is in all material respects identical to the prior use of such information by D1 Canada, and shall return all other personal information to D1 Canada, or ensure that all other personal information is destroyed; and (b) if the Purchaser is the Successful Bidder (as defined in the Sale Procedures), disclose and transfer to the Purchaser all human resources and payroll information in D1 Canada's records pertaining to D1 Canada's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by D1 Canada.

PAYMENTS BY D1 CANADA

13. THIS COURT ORDERS D1 Canada shall be entitled but not required to pay the following expenses whether incurred prior to or after the filing by D1 Canada of its Notice of Intention pursuant to Section 50.4(1) of the BIA, provided that in the case of (a) and (b) below such payments are in accordance with the cash flow forecast dated ●, 2023 shared with the Stalking Horse Purchaser or as otherwise agreed in advance with the Stalking Horse Purchaser in writing:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of the Proposal Trustee or any advisors and legal counsel retained or employed by D1 Canada or the Proposal Trustee in respect of these proceedings, at their standard rates and charges; and
- (c) amounts not otherwise listed in this paragraph 13 up to an aggregate total of \$100,000 if, in the opinion of D1 Canada and the Proposal Trustee, the payment is critical to the business and operations of D1 Canada.

PROPOSAL TRUSTEE'S REPORT

14. THIS COURT ORDERS that the First Report and the activities of the Proposal Trustee described therein, shall be and are hereby approved, provided, however, that only the Proposal Trustee in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approval in any way.

EXTENSION OF TIME

15. THIS COURT ORDERS that the time within which D1 Canada is to make a proposal pursuant to section 62(1) of the BIA, and the corresponding stay of proceedings provided for in section 69 of the BIA, are hereby extended in accordance with section 50.4(9) of the BIA to and including July 19, 2023.

GENERAL

16. THIS COURT ORDERS that D1 Canada and the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder and under the Sale Procedures.

17. 9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist D1 Canada and the ~~Receiver~~Proposal Trustee and ~~its~~their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to D1 Canada and the ~~Receiver~~Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the ~~Receiver~~Proposal Trustee and ~~its~~D1 Canada and their respective agents in carrying out the terms of this Order.

18. THIS COURT ORDERS that each of D1 Canada and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

Schedule “A”

SALE PROCEDURES

Set forth below are the sale procedures (the “**Sale Procedures**”) to be implemented with respect to a sale (the “**Sale**”) of the business or assets of DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the “**Vendor**”) pursuant to a court approved stalking horse solicitation process in the proceedings of the Vendor under the *Bankruptcy and Insolvency Act (Canada)* (the “**BIA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

The Vendor will seek an Order from the Court (the “**Sale Procedures and Stalking Horse Approval and Vesting Order**”): (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process (the “**Sale Process**”), these Sale Procedures; (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between the Vendor and STC Lender LP (the “**Stalking Horse Bidder**”); and (iii) approving the transaction contemplated in the Stalking Horse Agreement and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in the Stalking Horse Bidder if no other Qualified Bid (as defined below) is identified through this Sale Process on or before the Bid Deadline (as defined below).

Key Dates

<u>May 23, 2023</u>	<u>Delivery of Teasers and Sales Packages</u>
<u>May 23, 2023</u>	<u>Confidential Data-Site to be established</u>
<u>June 20, 2023</u>	<u>Bid Deadline for Binding Bids</u>

Assets to Be Sold

The Vendor is offering for Sale all of the Vendor's right, title and interest in and to all of the Vendors' assets or business (the “**Vendors' Assets**”). KPMG Inc., in its capacity as Proposal Trustee of the Vendor (the “**Proposal Trustee**”), will be responsible for conducting the solicitation process on behalf of the Vendor.

The Vendor has entered into the Stalking Horse Agreement with the Stalking Horse Bidder. In this Sale Process, the Proposal Trustee is soliciting superior offers to the Stalking Horse Agreement in respect of the Vendor's Assets as determined in accordance with the criteria set out herein.

Solicitation of Interest

As soon as reasonably practicable before or after the granting of the Sale Procedures and Stalking Horse Approval and Vesting Order, but in any event no more than three business days thereafter, the Proposal Trustee, in consultation with the Vendor, will:

- a) prepare a form of non-disclosure agreement acceptable to the Vendor (the “**NDA**”) to be executed by interested parties;
- b) prepare a list of potential bidders, including the parties that have previously approached the Vendor indicating an interest in the Vendor’s assets (the “**Known Potential Bidders**”) through prior marketing and solicitation efforts;
- c) prepare a process summary (the “**Teaser**”) describing the opportunity and inviting recipients to participate in the Bidding Process (together with the NDA, the “**Sales Package**”); and
- d) cause the Sales Package to be delivered to the Known Potential Bidders and to any other party who requests a copy of the Sales Package or who is identified to the Vendor or the Proposal Trustee as a potential bidder.

All substantive communications related to bids, the Sale or any transaction related to the Vendor shall be conducted exclusively through the Proposal Trustee. Communications between and amongst potential bidders is expressly prohibited unless the Proposal Trustee, in consultation with the Vendor, expressly consents in writing to such communications.

The Bidding Process

The Proposal Trustee, with the assistance of the Vendor, shall be responsible for the marketing and sale of the Vendor’s business and assets pursuant to this Sale Process. The Proposal Trustee shall have the right to adopt such other rules for the Sale Process (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the Sale Process; provided that the adoption of any rule or other modification or waiver that materially delays the completion of these Sale Procedures beyond July 19, 2023 shall require the prior consent of the Stalking Horse Bidder or an order of the Court.

Participation Requirements

A “**Qualified Bidder**” is a bidder who, by the Bid Deadline (defined below) submits a binding bid substantially in the form of the Stalking Horse Agreement that provides for cash consideration distributable to creditors of the Vendor in accordance with their respective priorities of at least US \$3,150,000 (the “**Base Purchase Price**”) (being the amount of the Purchase Price under the Stalking Horse Agreement, plus US \$150,000 in cash), plus assumption of assumed liabilities equal to the value of the Assumed Liabilities and exclusion of assets equal to the value of the Excluded Assets or an equivalent additional cash value, and includes the Required Bid Terms and Materials (as defined below) (a “**Qualified Bid**”). Notwithstanding anything else in these Sale Procedures, the transaction set out in the Stalking Horse Agreement (the “**Stalking Horse Bid**”) shall be and shall be deemed to be a Qualified Bid and the Stalking Horse Bidder a Qualified Bidder for all purposes and at all times in connection with these Sale Procedures and the Stalking Horse Bidder is not required to take any steps or submit any further documentation or information by the Bid Deadline and it is understood and accepted that the Stalking Horse Bid (including any modifications thereto in an Auction) is or includes a credit bid.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of a binding bid that includes the Required Bid Terms and Materials (as defined below) to the Proposal Trustee no later than 5:00 p.m. (prevailing Eastern time) on June 20, 2023 (the “Bid Deadline”). The Proposal Trustee shall forthwith provide copies of any bids received to the Vendor.

Bid Requirements

All Qualified Bids must include the following (collectively, the “Required Bid Terms and Materials”):

- (a) proposed purchase price in cash consideration distributable to creditors of the Vendor in accordance with their respective priorities at least equal to the Base Purchase Price;
- (b) a description of any non-cash consideration including details of any liabilities (including operating liabilities) to be assumed by the bid;
- (c) a description of the property, contracts and assets that are subject to the transaction;
- (d) a description of all excluded: (a) property, contracts or assets; and (b) liabilities;
- (e) no conditions other than court approval, including no conditions regarding financing, or the outcome or review of any due diligence;
- (f) any other terms or conditions of the bid that the bidder believes are material to the transaction;
- (g) a provision stating that the Qualified Bid is irrevocably open for acceptance until the earlier of (i) the closing of a Sale approved by the Court; and (ii) July 19, 2023, (the “Bid Expiration”);
- (h) reasonable certainty of completion no later than July 19, 2023;
- (i) a description of the identity of the bidder together with (i) full disclosure of any entities and/or individuals that control the bidder and/or the beneficial owner (if any) with the power, directly or indirectly, to cause the direction of the management and policies of the bidder; and (ii) evidence of authorization from such bidder’s board of directors (or comparable governing body acceptable to the Proposal Trustee and the Vendor) with respect to the submission of the bid and the consummation of the transaction contemplated by the bid;
- (j) an executed copy of a binding Sale agreement and a redline of the bidder’s proposed purchase agreement reflecting variations from the Stalking Horse Bid (the “Marked Agreement”).
- (k) a cash deposit in the amount of not less than ten percent of the purchase price offered by such bid, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee (the “Bid Deposit”), which shall be held in the trust account of the Proposal Trustee’s solicitors (the “Escrow Account”). Funds

shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder (as defined below), its Bid Deposit will be applied without interest on Closing to the purchase price payable by it under its bid on the closing thereof; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned without interest to it forthwith following the Bid Expiration.

- (i) evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction.

The Proposal Trustee shall review: (a) all bids and determine whether such bids are Qualified Bids; and (b) shall recommend to the Vendor which Qualified Bid is the best offer. The Proposal Trustee, in consultation with and approval of the Vendor, may waive strict compliance with any one or more of the requirements specified above other than the requirement in (a) and deem such non-compliant bids to be a Qualified Bid.

“As Is, Where Is”

The Sale shall be on an “as is, where is” basis and without surviving representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendor or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive agreement with the Vendor. By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendor’s assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/ or inspection of any documents and/ or the Vendor’s assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendor’s assets or liabilities, the financial performance of the Vendor’s business or the physical condition or location of the Vendor’s assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive agreement with the Vendor.

Process to Determine Successful Bid

If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee may elect to advise all Qualified Bidders of the lead bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend an auction to be conducted by the Proposal Trustee in accordance with procedures to be established (the “**Auction Procedures**”) in a further auction procedures letter from the Proposal Trustee (the “**Auction**”). The Auction Procedures shall include minimum bid increments of US \$150,000. The Auction may be conducted in person or by video conference.

The “**Successful Bid**” shall be either: (i) the Stalking Horse Agreement, automatically and without further action, if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline; or (ii) the Qualified Bid that is (a) the successful bid in the Auction pursuant to the Auction Procedures, if an Auction is undertaken; or (b) selected as the successful bidder by the Proposal Trustee in accordance with these Sale Procedures, if one or more Qualified Bids other than the Stalking Horse Agreement is submitted by the Bid Deadline. The Qualified Bidder that makes the Successful Bid is referred to as the “**Successful Bidder**”. For greater

clarity, on the Bid Deadline the Stalking Horse Agreement shall be the Successful Bid and the Stalking Horse Bidder shall be the Successful Bidder and no Auction shall be undertaken if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline.

The Proposal Trustee, in consultation with the Vendor, may elect not to proceed with an Auction and may instead elect to negotiate with Qualified Bidders regarding the terms of their respective bids to achieve the highest or otherwise best transaction available and, the Proposal Trustee in consultation with the Vendor and the Stalking Horse Bidder may accept a Qualified Bid as the Successful Bid without an Auction.

Miscellaneous

The solicitation process and these Sale Procedures are solely for the benefit of the Vendor and nothing contained in the Sale Process Order or these Sale Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a successful bidder under the Sale Process Order or the rights contained in the Stalking Horse Bid.

Schedule A—Form of Receiver “B”**Trustee's Certificate**

Court File No. _____

Estate No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK**

BETWEEN:

PLAINTIFF

Plaintiff

—and—

DEFENDANT

Defendant

RECEIVER'S CERTIFICATE**RECITALS**

A. Pursuant to an Order ~~of the Honourable [NAME OF JUDGE]~~ of the Ontario Superior Court of Justice (Commercial List) (~~the “Court”~~) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of ~~[DEBTOR]~~ (the “Debtor”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~, the Court approved the ~~agreement of purchase and sale~~Asset Purchase Agreement made as of ~~[DATE OF AGREEMENT]~~May 22,

2023 (the "Sale Agreement") between ~~the Receiver [Debtor]~~ and ~~[NAME OF PURCHASER]~~ DecisionOne Corporation ("D1 Canada") and STC Lender LP (the "Purchaser") and provided for the vesting in the Purchaser of ~~the Debtor~~ D1 Canada's right, title and interest in and to the Purchased Assets, (the "Transaction") which vesting is to be effective with respect to the Purchased Assets upon the delivery by ~~the Receiver~~ KPMG Inc., in its capacity as Proposal Trustee (the "Proposal Trustee"), to the Purchaser of a certificate confirming (i) the ~~payment~~ satisfaction by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section~~ • Article X of the Sale Agreement have been satisfied or waived by ~~the Receiver and the Purchaser~~ D1 Canada; and (iii) the Transaction has been completed ~~to the satisfaction of the Receiver~~.

CB. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~ PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser ~~has paid~~ and ~~the Receiver~~ D1 Canada have confirmed to the Proposal Trustee in writing that the Purchaser has ~~received~~ satisfied the Purchase Price for the Purchased Assets ~~payable~~ on ~~the~~ Closing ~~Date~~ pursuant to the Sale Agreement;
2. The Purchaser and D1 Canada have confirmed to the Proposal Trustee in writing that ~~the~~ conditions to Closing as set out in ~~section~~ • Article X of the Sale Agreement have been satisfied or waived by ~~the Receiver~~ D1 Canada and the Purchaser; and
3. The Transaction has been completed ~~to the satisfaction of the Receiver~~.
4. This Certificate was delivered by the ~~Receiver~~ Proposal Trustee at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER]~~ KPMG INC., in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~ Proposal Trustee of DecisionOne Corporation, and not in its personal capacity and without personal

liability

Per: _____

Name: _____

Title: _____

Schedule B—Purchased Assets**Schedule C—Claims to be deleted and expunged from title to Real Property**

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property~~

~~(unaffected by the Vesting Order)~~

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C.
1985, c. B-3, AS AMENDED OF DECISIONONE CORPORATION, A
CORPORATION FORMED UNDER THE LAWS OF NEW BRUNSWICK

Court File No. 31-2946538
Estate No. 31-2946538

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER
(SALE PROCEDURES AND SALE APPROVAL)

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com
Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com
Meghan Parker LSO#: 85866R
Tel: 613.780.1530
meghan.parker@nortonrosefulbright.com

Lawyers for DecisionOne Corporation

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C.
1985, c. B-3, AS AMENDED OF DECISIONONE CORPORATION, A
CORPORATION FORMED UNDER THE LAWS OF NEW BRUNSWICK

Court File No. 31-2946538
Estate No. 31-2946538

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
returnable May 30, 2023
(Sale Procedures and Stalking Horse Approval and
Vesting Order)

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
Fax: 416.216.3930

Jennifer Stam LSO#: 46735J

Tel: 416.202.6707

Evan Cobb LSO#: 55787N

Tel: 416.216.1929

evan.cobb@nortonrosefulbright.com

Meghan Parker LSO#: 85866R

Tel: 613.780.1530

meghan.parker@nortonrosefulbright.com

Lawyers for the Applicants