Exhibit A

(Proposed Interim Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	Case No. 20-11120 (LSS)
COMCAR INDUSTRIES, INC., *et al.*,[1]	:	
	:	(Joint Administration Requested)
Debtors.	:	
		Related D.I.: __

INTERIM ORDER (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE, (II) AUTHORIZING THE USE OF CASH COLLATERAL PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES PURSUANT TO SECTIONS 361, 362, 363 AND 364 OF THE BANKRUPTCY CODE, (IV) GRANTING LIENS AND SUPERPRIORITY CLAIMS, (V) MODIFYING AUTOMATIC STAY, AND (VI) SCHEDULING A FINAL HEARING

Upon the motion (the "**DIP Motion**") of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") in the above-referenced chapter 11 cases (the "**Cases**") seeking entry of an interim order (this "**Interim Order**") pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(e), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 507 and 552 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 4001-2

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: 9th Place Newberry, LLC (0359); 16th Street Pompano Beach, LLC (0278); CCC Spotting, LLC (0342); CCC Transportation, LLC (1058); Charlotte Avenue Auburndale, LLC (2179); Coastal Transport, Inc. (2918); Coastal Transport Logistics, LLC (7544); Comcar Industries, Inc. (8221); Comcar Logistics, LLC (2338); Comcar Properties, Inc. (9545); Commercial Carrier Corporation (8582); Commercial Carrier Logistics, LLC (7544); Commercial Truck and Trailer Sales Inc. (0722); Cortez Boulevard. Brooksville, LLC (2210); CT Transportation, LLC (0997); CTL Distribution, Inc. (7383); CTL Distribution Logistics, LLC (7506); CTL Transportation, LLC (0782); CTTS Leasing, LLC (7466); Detsco Terminals, Inc. (9958); Driver Services, Inc. (3846); East Broadway Tampa, LLC (2233); East Columbus Drive Tampa, LLC (3995); Fleet Maintenance Services, LLC (1410); MCT Transportation, LLC (0939); Midwest Coast Logistics, LLC (7411); Midwest Coast Transport, Inc. (0045); New Kings Road Jacksonville, LLC (4797); Old Winter Haven Road Auburndale, LLC (4738); W. Airport Boulevard. Sanford, LLC (0462); Willis Shaw Logistics, LLC (7341); WSE Transportation, LLC. The corporate headquarters and the mailing address for the Debtors listed above is 8800 Baymeadows West Way, Suite 200, Jacksonville, Florida 32256.

of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), that, among other things:

(i) authorizes the Debtors designated as "**Borrower**" under, and as defined in, the DIP Credit Agreement (as defined below) (collectively, the "**DIP Borrowers**") to obtain senior secured priming and superpriority postpetition financing, which if approved on a final basis, would consist of a revolving credit facility in a maximum principal amount of $13,666,286.40 (the "**DIP Revolving Loans**") and the roll-up into the DIP Revolving Loans of Prepetition Term Loan Obligations in an amount not to exceed $1,333,613.60 as set forth herein (together with the DIP Revolving Loans and any other "**DIP Obligations,**" as defined below, the "**DIP Facility**") pursuant to the terms of (x) this Interim Order, (y) that certain Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement, dated as of the Petition Date (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms and the terms of this Interim Order, the "**DIP Credit Agreement,**" attached hereto as **Exhibit B**),[2] by and among the DIP Borrowers, U.S. Bank National Association, as disbursing agent and collateral agent for all Lenders (as defined in the DIP Credit Agreement) (in such capacities, the "**DIP Agent**"), and the parties to the DIP Credit Agreement as Lenders under the DIP Credit Agreement (the "**DIP Lenders**" and, together with the DIP Agent and any other party to which DIP Obligations (as defined below) are owed, the "**DIP Secured Parties**"), and (z) any and all other Loan Documents (as defined in the DIP Credit Agreement, and together with the DIP Credit Agreement, collectively, the "**DIP Loan Documents**");

(ii) grants to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, (x) Liens on all of the DIP Collateral (as defined below) pursuant to sections 364(c)(2), (c)(3) and

[2] Capitalized terms used but not defined herein have the meanings given to them in the DIP Credit Agreement.

(d) of the Bankruptcy Code, which Liens shall be senior to the Primed Liens (as defined below) and shall be junior solely to any valid, enforceable, and non-avoidable Liens that are (A) in existence on the Petition Date, (B) either perfected as of the Petition Date or perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code, and (C) senior in priority to the Prepetition Liens (as defined below) after giving effect to any intercreditor or subordination agreement, including certain first priority liens (the "**CenterState Liens**") granted to CenterState Bank, N.A. ("**CenterState**") pursuant to that certain Loan Agreement dated as of December 11, 2012, between Comcar Industries, Inc. ("**Comcar**") and CenterState, and the Loan Documents referred to therein, each as amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date (all such liens, collectively, the "**Prepetition Prior Liens**"); provided, however, that the term "Prepetition Prior Liens" as used herein shall exclude the Prepetition ABL Liens, and (y) pursuant to section 364(c)(1) of the Bankruptcy Code, superpriority administrative expense claims having recourse to all prepetition and postpetition property of the Debtors' estates, now owned or hereafter acquired, including, upon entry of the Final Order, any Debtors' rights under section 506(c) of the Bankruptcy Code and the proceeds thereof;

(iii) authorizes the Debtors to use "cash collateral," as such term is defined in section 363 of the Bankruptcy Code (the "**Cash Collateral**"), including, without limitation, Cash Collateral in which the Prepetition Secured Parties (as defined below) and/or the DIP Secured Parties have a Lien or other interest, in each case whether existing on the Petition Date, arising pursuant to this Interim Order or otherwise, and provides the respective Prepetition Secured Parties (as defined below) the Prepetition Secured Parties' Adequate Protection (as defined below) as set forth herein;

(iv) modifies the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Interim Order;

(v) authorizes the DIP Borrowers during the Interim Period (as defined below) to borrow an aggregate outstanding principal amount not to exceed the sum of (x) $12,912,000 and (y) the Roll-Up Revolving Loans under the DIP Facility ;

(vi) authorizes the Debtors to upon entry of this Interim Order, use proceeds of the DIP Revolving Loans for a partial paydown of the Prepetition ABL Debt (as defined below), which paydown shall be indefeasible upon the occurrence of the ABL Paydown Satisfaction Date (as defined below);

(vii) schedules a final hearing (the "**Final Hearing**") on the DIP Motion to be held on or prior to the Interim Period Outside Date (as defined below) to consider entry of a final order (the "**Final Order**"), which grants all of the relief requested in the DIP Motion on a final basis and which final order shall be in form and substance (including with respect to any subsequent modifications to the form or substance made in response to objections of other creditors or the Court) acceptable to (a) the Requisite DIP Lenders, (b) the Requisite Prepetition Term Loan Lenders (as defined below), (c) the Requisite Prepetition ABL Lenders (as defined below), (d) to the extent that any modifications to the form and substance of the Final Order shall affect the rights or duties of the Prepetition Term Loan Agent, the Prepetition Term Loan Agent, and (e) to the extent that any modification to the form and substance of the Final Order shall affect the rights or duties of the DIP Agent, the DIP Agent; and

(viii) waives any applicable stay (including under Bankruptcy Rule 6004) and provides for immediate effectiveness of this Interim Order.

Having considered the DIP Motion, the DIP Credit Agreement, the *Declaration of Andrew Hinkelman in Support of Chapter 11 Filings and First Day Pleadings* (the "**First Day Declaration**"), the *Declaration of [●] in Support of the DIP Motion* (the "**DIP Declaration**") and the evidence submitted or proffered at the hearing on this Interim Order (the "**Interim Hearing**"); an Interim Hearing having been held and concluded on May [●], 2020; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and otherwise is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors' business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On May 17, 2020 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (this "**Court**"). The Debtors have continued in the management and operation of their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No statutory committee of unsecured creditors (if such committee is appointed, the "**Committee**"), trustee, or examiner has been appointed in the Cases.

B. Jurisdiction and Venue. This Court has core jurisdiction over the Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105,

361, 362, 363, 364, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014 and the Local Rules.

C. **Notice**. The Interim Hearing was held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Interim Hearing and the emergency relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), (ii) those entities or individuals included on the Debtors' list of 30 largest unsecured creditors on a consolidated basis, (iii) the Prepetition Term Loan Agent (as defined below), (iv) Seward & Kissel LLP, counsel to the Prepetition Term Loan Agent, (v) the DIP Agent, (vi) Seward & Kissel LLP, counsel to the DIP Agent, (vii) the Prepetition ABL Agent (as defined below), and (viii) Greenberg Traurig, LLP, counsel to the Prepetition ABL Agent pursuant to Bankruptcy Rule 4001(b), (c) and (d).

D. **Debtors' Stipulations Regarding the Prepetition Term Loan Facility**. Without prejudice to the rights of the Committee and other parties in interest solely to the extent set forth in Paragraph 8 below, the Debtors admit, stipulate, acknowledge, and agree (Paragraphs D and E hereof shall be referred to herein collectively as the "**Debtors' Stipulations**") as follows:

(i) Prepetition Term Loan Facility. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of November 16, 2016 (as amended, restated supplemented or otherwise modified from time to time prior to the Petition Date, the "**Prepetition Term Loan Credit Agreement**" and, collectively with any other agreements executed or delivered in connection therewith, and all other "**Loan Documents**" as defined therein, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition Term Loan Documents**"), among (a) Comcar, as a Borrower (as defined in the

Prepetition Term Loan Credit Agreement), (b) certain of Comcar's direct and indirect subsidiaries party thereto, each as a Borrower (as defined in the Prepetition Term Loan Credit Agreement) (together with Comcar in its capacity as a Borrower thereunder, the "**Prepetition Term Loan Parties**"), (c) B2 FIE VIII LLC as "**Lender**" thereunder (the "**Prepetition Term Loan Lender**"), and (d) U.S. Bank National Association, as disbursing agent and collateral agent (in such capacity, the "**Prepetition Term Loan Agent**" and, together with the Prepetition Term Loan Lender and any other party to which Prepetition Term Loan Obligations (as defined below) are owed, the "**Prepetition Term Loan Secured Parties**"), the Prepetition Term Loan Secured Parties agreed to extend certain loans and make other financial accommodations to the Borrowers. All liabilities and other obligations of the Debtors arising under the Prepetition Term Loan Documents and applicable law and all other "**Obligations**" (as defined in the Prepetition Term Loan Credit Agreement) shall collectively be referred to herein as the "**Prepetition Term Loan Obligations.**"

(ii) Prepetition Term Liens and Prepetition Term Collateral. Pursuant to the Collateral Documents (as defined in the Prepetition Term Loan Credit Agreement) (as such documents were amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the "**Prepetition Term Collateral Documents**"), by and among each of the Prepetition Term Loan Parties and the Prepetition Term Loan Agent, each Prepetition Term Loan Party granted to the Prepetition Term Loan Agent, in its capacity as collateral agent, for the benefit of itself and the other Prepetition Term Loan Secured Parties, to secure the Prepetition Term Loan Obligations, a security interest in and continuing lien (the "**Prepetition Term Liens**") on substantially all of the Prepetition Term Loan Parties' assets and properties (including Cash Collateral) and all proceeds, products, accessions, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising, which constitutes a first priority security

interest in and continuing lien on all Priority Term Collateral (as such term is defined in the Intercreditor Agreement). All "Collateral," as defined in the Prepetition Term Loan Credit Agreement, granted or pledged by the Prepetition Term Loan Parties pursuant to any Prepetition Term Collateral Document or any other Prepetition Term Loan Document shall collectively be referred to herein as the "**Prepetition Term Collateral.**" As of the Petition Date, (I) the Prepetition Term Liens (a) are valid, binding, enforceable, and perfected liens, (b) were granted to, or for the benefit of, the Prepetition Term Loan Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (1) the DIP Liens (as defined below), (2) the Carve-Out (as defined below), (3) the ABL Adequate Protection Replacement Liens (as defined below) in respect of the ABL Priority Collateral,[3] as set forth herein, (4) the Prepetition ABL Liens in respect of the ABL Priority Collateral, as set forth in the Intercreditor Agreement (as defined below), and (5) the Prepetition Prior Liens, and (II) (x) the Prepetition Term Loan Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition Term Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (y) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition Term Loan Obligations exist, and (z) no portion of the Prepetition Term Loan Obligations or any transfers made to any or all of the Prepetition Term Loan Secured Parties are subject to avoidance, recharacterization, recovery, subordination, attack, recoupment, offset, counterclaim, defense, or

[3] "**ABL Priority Collateral**" shall have the meaning ascribed in the Intercreditor Agreement.

"claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

(iii) Amounts Owed under Prepetition Term Loan Documents. As of the Petition Date, the Debtors owed the Prepetition Term Loan Parties, pursuant to the Prepetition Term Loan Documents, without defense, counterclaim, or offset of any kind, in respect of Term Loans (as defined in the Prepetition Term Loan Credit Agreement) made by the Prepetition Term Loan Parties an aggregate principal amount of not less than $25,049,700.47, *plus* (a) any other Obligations (each as defined in the Prepetition Term Loan Credit Agreement), *plus* (b) all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys', accountants', appraisers', and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Term Loan Documents), and other amounts now or hereafter due under the Prepetition Term Loan Documents and applicable law.

(iv) Release of Claims. Subject to the reservation of rights set forth in Paragraph 8 below, each Debtor and its estate shall be deemed to have forever waived, discharged, and released each of the Prepetition Term Loan Secured Parties and their respective affiliates, assigns or successors and the respective members, managers, equity security holders, affiliates, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives of the foregoing (all of the foregoing, collectively, the "**Prepetition Term Loan Secured Party Releasees**") from any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action (including, without limitation, causes of action in the nature of "lender liability" and causes of action for usury or penalty or damages therefor, from any advances or loans, or from the contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate), defenses, setoff, recoupment, other offset rights, and other rights of disgorgement or

recovery against any and all of the Prepetition Term Loan Secured Party Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition Term Loan Documents, the Prepetition Term Loan Obligations, the Prepetition Term Liens, or the debtor-creditor relationship between any of the Prepetition Term Loan Secured Parties, on the one hand, and any of the Prepetition Term Loan Parties and/or their affiliates, on the other hand, including, without limitation, (i) any recharacterization, subordination, avoidance, disallowance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable non-bankruptcy law and (ii) any right, basis, or action to challenge or object to the amount, validity, or enforceability of the Prepetition Term Loan Obligations or any transfers made on account of the Prepetition Term Loan Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Term Liens.

(v) Intercreditor Agreement. The Prepetition Term Loan Agent and the Prepetition ABL Agent (as defined below) are parties to that certain Amended and Restated Subordination and Intercreditor Agreement, dated as of November 16, 2017 (as amended, restated, supplemented, or otherwise modified in accordance with its terms, the "**Intercreditor Agreement**"), which sets forth subordination and other provisions governing the relative priorities and rights of the Prepetition Term Loan Obligations and the Prepetition Term Liens, on the one hand, and the Prepetition ABL Obligations and the Prepetition ABL Liens (each as defined below), on the other hand. The Debtors admit, stipulate, and agree that the Intercreditor Agreement was entered into in good faith and is fair and reasonable to the parties thereto and enforceable in accordance with the terms thereof. The Intercreditor Agreement constitutes a "subordination agreement" within the meaning of section 510 of the Bankruptcy Code and, except as expressly modified by the terms of this Interim Order and any Final Order, remains in full force and effect,

enforceable against the Prepetition Term Loan Secured Parties, the Prepetition ABL Secured Parties, and the Debtors party thereto.

E. Debtors' Stipulations Regarding the Prepetition ABL Credit Facility. Without prejudice to the rights of the Committee and other parties in interest to the extent set forth in Paragraph 8 below, the Debtors further admit, stipulate, acknowledge, and agree as follows:

(i) Prepetition ABL Credit Facility. Pursuant to that certain Loan and Security Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date, the "**Prepetition ABL Credit Agreement,**" collectively with any other agreements executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition ABL Loan Documents**" and, together with the Prepetition Term Loan Documents, collectively the "**Prepetition Secured Loan Documents**"), among (a) Comcar as a Borrower (as defined in the Prepetition ABL Credit Agreement), (b) the other Persons designated as a "Borrower" (as defined in the Prepetition ABL Credit Agreement) party thereto (together with Comcar in its capacity as a Borrower thereunder, the "**Prepetition ABL Borrowers**"), (c) the Persons designated as "**Lenders**" (as defined in the Prepetition ABL Credit Agreement) (collectively, the "**Prepetition ABL Lenders**"), and (d) Sterling National Bank, as administrative agent (as successor-in-interest to NewStar Business Credit, LLC) (in such capacity, the "**Prepetition ABL Agent**" and, together with the Prepetition ABL Lenders and any other party to which Prepetition ABL Obligations (as defined below) are owed, the "**Prepetition ABL Secured Parties**" and, together with the Prepetition Term Loan Secured Parties, the "**Prepetition Secured Parties**"), the Prepetition ABL Secured Parties agreed to extend certain loans and other financial accommodations to the Prepetition ABL Borrowers. All liabilities and other obligations of the

Debtors arising under the Prepetition ABL Loan Documents and applicable law and all other "**Obligations**" (as defined in the Prepetition ABL Loan Documents) shall collectively be referred to herein as the "**Prepetition ABL Obligations**" and, together with the Prepetition Term Loan Obligations, the "**Prepetition Secured Obligations.**"

(ii) Prepetition ABL Liens and Prepetition ABL Collateral. Pursuant to the Loan Documents (as defined in the Prepetition ABL Loan Credit Agreement) (as such documents were amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the "**Prepetition ABL Collateral Documents**"), by and among each of the Prepetition ABL Borrowers and the Prepetition ABL Agent, each Prepetition ABL Borrower granted to the Prepetition ABL Agent, in its capacity as collateral agent, for the benefit of itself and the other Prepetition ABL Secured Parties, to secure the Prepetition ABL Obligations, a security interest and continuing lien (the "**Prepetition ABL Liens**" and, together with the Prepetition Term Liens, the "**Prepetition Liens**"), on substantially all of such Prepetition ABL Borrowers' assets on substantially all of the Debtors' assets and properties (including Cash Collateral) and all proceeds, products, accessions, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising, which constitutes a first priority security interest in and lien on all Priority ABL Collateral (as such term is defined in the Intercreditor Agreement). All Collateral (as defined in the Prepetition ABL Credit Agreement), granted or pledged by the Debtors pursuant to any Prepetition ABL Loan Documents shall collectively be referred to herein as the "**Prepetition ABL Collateral**" and, together with the Prepetition Term Collateral, the "**Prepetition Collateral.**" As of the Petition Date, (I) the Prepetition ABL Liens (a) are valid, binding, enforceable, and perfected liens, (b) were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value, (c) are

not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (1) the DIP Liens (as defined below), (2) the Carve-Out (as defined below), (3) the Term Loan Adequate Protection Replacement Liens (as defined below) in respect of the Term Priority Collateral, as set forth herein,[4] (4) the Prepetition Term Liens in respect of the Term Priority Collateral, as set forth in the Intercreditor Agreement, and (5) the Prepetition Prior Liens, and (II) (x) the Prepetition ABL Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition ABL Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (y) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition ABL Obligations exist, and (z) no portion of the Prepetition ABL Obligations or any transfers made to any or all of the Prepetition ABL Secured Parties are subject to avoidance, recharacterization, recovery, subordination, attack, recoupment, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except for the priming contemplated herein and as otherwise permitted by the Intercreditor Agreement.

(iii) Amounts Owed under Prepetition ABL Loan Documents. As of the Petition Date, the Debtors owed the Prepetition ABL Secured Parties, pursuant to the Prepetition ABL Loan Documents, without defense, counterclaim, or offset of any kind, an aggregate principal amount of not less than $14,000,000 *plus* (a) any other Obligations (each as defined in the Prepetition ABL Credit Agreement), *plus* (b) all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys', accountants',

[4] "**Term Priority Collateral**" shall have the meaning ascribed in the Intercreditor Agreement.

appraisers', and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition ABL Documents), and other amounts now or hereafter due under the Prepetition ABL Documents and applicable law (the "**Prepetition ABL Debt**").

(iv) Release of Claims. Subject to the reservation of rights set forth in Paragraph 8 below, each Debtor and its estate shall be deemed to have forever waived, discharged, and released each of the Prepetition ABL Secured Parties and their respective affiliates, members, managers, equity security holders, agents, attorneys, financial advisors, consultants, officers, directors, and employees (all of the foregoing, collectively, the "**Prepetition ABL Secured Party Releasees**") of any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action (including causes of action in the nature of "lender liability" and causes of action for usury or penalty or damages therefor, from any advances or loans, or from the contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate), defenses, setoff, recoupment, and/or other offset rights against any and all of the Prepetition ABL Secured Party Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition ABL Loan Documents, Prepetition ABL Obligations and the Prepetition ABL Liens, or the debtor creditor relationship between any of the Prepetition ABL Secured Parties, on the one hand, and any of the Prepetition ABL Borrowers and/or their affiliates, on the other hand, including, without limitation, (a) any recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable non-bankruptcy law and (b) any right, basis, or action to challenge or object to the amount, validity, or enforceability of the Prepetition ABL Obligations or any transfers made on account of the Prepetition ABL Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition ABL Liens.

F. Findings Regarding the DIP Facility.

(i) Need for Postpetition Financing. The Debtors have an urgent and immediate need to obtain the DIP Facility and use Cash Collateral to, among other things, permit the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers, and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs, to complete the Debtors' marketing and sale process, and to otherwise preserve and maximize the value of the Debtors' estates. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral and borrowing under the DIP Facility is vital to a successful sale and/or to otherwise preserve the enterprise value of the Debtors' estates. Immediate and irreparable harm will be caused to the Debtors and their estates if immediate financing is not obtained and permission to use Cash Collateral is not granted, in each case in accordance with the terms of this Interim Order and the DIP Loan Documents.

(ii) No Credit Available on More Favorable Terms. As set forth in the DIP Motion, the First Day Declaration and the DIP Declaration, the Debtors have determined, at the time hereof, that no acceptable financing on more favorable terms is available. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit on terms acceptable to the Debtors allowable only under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. The Debtors are unable to obtain secured credit under section 364(d)(1) of the Bankruptcy Code without (a) granting to the DIP Secured Parties the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including, without limitation, the DIP Liens and the DIP Superpriority Claims (each as defined below), (b) allowing the DIP Secured Parties to provide (or to permit to remain outstanding, as applicable) the loans, letters of credit, and other financial accommodations under the DIP Facility on the terms set forth herein and in the

DIP Loan Documents (all of the foregoing described in clauses (a) and (b) above, including, without limitation, the DIP Liens and the DIP Superpriority Claims, collectively, the "**DIP Protections**"), and (c) providing the respective Prepetition Secured Parties the adequate protection more fully described in Paragraphs 4 and 5 below.

G. Adequate Protection for Prepetition Secured Parties. Based on the record at the Interim Hearing, the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties have negotiated in good faith regarding the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses. The Prepetition Term Loan Agent (on behalf of and at the direction of the Prepetition Term Loan Secured Parties)[5] and the Prepetition ABL Agent (on behalf of the Prepetition ABL Secured Parties)[6] have each agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, during the Interim Period (as defined below), subject to the terms and conditions set forth herein, including the protections afforded a party acting in "good faith" under section 364(e) of the Bankruptcy Code. In addition, the DIP Facility contemplated hereby provides for a priming of the Prepetition Liens pursuant to section 364(d) of the Bankruptcy Code. The Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties are entitled to adequate protection as set forth herein, including, with respect to the Prepetition Term Loan Secured Parties, the Roll-Up Revolving Loans (as defined below) upon entry of the Final Order, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code. Based on the DIP

[5] Prepetition Term Loan Secured Parties holding 100% of the Prepetition Term Loan Obligations have expressly consented to the entry of this Interim Order and the relief provided herein. For avoidance of doubt, the Prepetition Term Loan Secured Parties expressly consented to the terms of the DIP Credit Agreement and the other DIP Loan Documents and the entry of the Interim Order and the Final Order, subject to the terms herein.

[6] Prepetition ABL Secured Parties holding 100% of the Prepetition ABL Obligations have expressly consented to the entry of this Interim Order and the relief provided herein.

Motion and the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements, use of the Cash Collateral of the Prepetition Secured Parties, and the DIP Facility (including the partial paydown of the Prepetition ABL Debt) contemplated hereby are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties.

H. **Section 552**. In light of the subordination of their Liens and superpriority administrative expense claims to (i) the Carve-Out (as defined below) in the case of the DIP Secured Parties, (ii) the Carve-Out, the DIP Superpriority Claims (as defined below), the DIP Liens, the ABL Adequate Protection Superpriority Claims in respect of the proceeds of the ABL Priority Collateral, the ABL Adequate Protection Replacement Liens in respect of the ABL Priority Collateral, and the Prepetition ABL Liens in respect of the ABL Priority Collateral, in the case of the Prepetition Term Loan Secured Parties, and (iii) the Carve-Out, the DIP Superpriority Claims, the DIP Liens, Term Loan Adequate Protection Superpriority Claims in respect of the proceeds of the Term Priority Collateral, the Term Loan Adequate Protection Replacement Liens in respect of the Term Priority Collateral, and the Prepetition Term Liens in respect of the Term Priority Collateral, in the case of the Prepetition ABL Secured Parties, each of the DIP Secured Parties and the respective Prepetition Secured Parties is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to the entry of the Final Order, the "equities of the case" exception shall not apply.

I. **Business Judgment and Good Faith Pursuant to Section 364(e)**.

(i) Based on the record at the Interim Hearing, the DIP Agent and the other DIP Secured Parties are willing to provide the DIP Facility to the Debtors, and the Prepetition

Term Loan Secured Parties and the Prepetition ABL Secured Parties are willing to consent to the Debtors' use of Cash Collateral, in each case during the Interim Period in accordance with, and pursuant to, this Interim Order and the DIP Loan Documents, as applicable.

(ii) Based on the record at the Interim Hearing, the terms and conditions of the DIP Facility as set forth in the DIP Loan Documents and this Interim Order, and the fees, expenses, and other charges paid and to be paid thereunder or otherwise in connection therewith, are fair, reasonable, and the best available under the circumstances, and the Debtors' agreement to the terms and conditions of the DIP Loan Documents and to the payment of such fees reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. Such terms and conditions are supported by reasonably equivalent value and fair consideration.

(iii) Based on the record at the Interim Hearing, the DIP Facility and the DIP Loan Documents were negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties with the assistance and counsel of their respective advisors, and all of the DIP Obligations (as defined below) shall be deemed to have been extended by the DIP Secured Parties and their affiliates for valid business purposes and uses and in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code or this Interim Order, and the DIP Liens, the DIP Superpriority Claims and the other DIP Protections shall be entitled to the full protection of section 364(e) of the Bankruptcy Code.

(iv) Based on the record at the Interim Hearing, the partial paydown of the Prepetition ABL Debt reflects the Debtors' good faith exercise of prudent business judgment consistent with their fiduciary duties. The ABL Adequate Protection Replacement Liens and the

ABL Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code.

J. **Relief Essential; Best Interest**. For the reasons stated above, the Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2), and the Local Rules. Absent granting the relief set forth in this Interim Order, the Debtors' estates and their ability to successfully sell their assets or otherwise preserve the enterprise value of the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Facility and authorization of the use of Cash Collateral in accordance with this Interim Order and the DIP Loan Documents is therefore in the best interests of the Debtors' estates and consistent with their fiduciary duties.

NOW, THEREFORE, on the DIP Motion and the record before this Court with respect to the DIP Motion, and with the consent of the Debtors, the Prepetition Term Loan Agent (on behalf of the Prepetition Term Loan Secured Parties), the Prepetition ABL Agent (on behalf of the Prepetition ABL Secured Parties) and the DIP Agent (on behalf of the DIP Secured Parties) to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

IT IS ORDERED that:

1. **Motion Granted**. The DIP Motion is hereby granted in accordance with the terms and conditions set forth in this Interim Order. Any objections to the DIP Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled are hereby denied and overruled.

2. **DIP Loan Documents and DIP Protections**.

(a) Approval of DIP Loan Documents. The Debtors are expressly and immediately authorized to establish the DIP Facility, to execute, deliver, and perform under the

DIP Loan Documents and this Interim Order, to incur the DIP Obligations (as defined below) (including, subject to the entry of the Final Order, the Roll-Up Revolving Loans (as defined below)) and make the partial paydown of the Prepetition ABL Obligations, in each case, in accordance with, and subject to, the terms of this Interim Order and the DIP Loan Documents, and to execute, deliver, and perform under all other instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Debtors under the DIP Loan Documents and the creation and perfection of the DIP Liens described in, and provided for, by this Interim Order and the DIP Loan Documents. The Debtors are hereby authorized to do and perform all acts and pay the principal, interest, fees, expenses, and other amounts described in the DIP Loan Documents as such become due pursuant to the DIP Loan Documents and this Interim Order, including, without limitation, all closing fees, arranger fees, commitment fees, and reasonable attorneys', financial advisors', and accountants' fees, and disbursements arising under the DIP Loan Documents and this Interim Order, which amounts shall not be subject to further approval of this Court, shall be non-refundable and shall not otherwise be subject to a Challenge (as defined below) pursuant to Paragraph 8 hereof or otherwise; provided, however, that the fees and expenses of Lender Professionals (as defined below) shall be subject to Paragraph 21(b) hereof. Upon their execution and delivery, the DIP Loan Documents shall represent valid and binding obligations of the applicable Debtors enforceable against such Debtors in accordance with their terms. Each officer of a Debtor is authorized execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive evidence of such officer's respective authority to act in the name of and on behalf of the Debtors.

(b) DIP Obligations. For purposes of this Interim Order, the term "**DIP Obligations**" shall mean all amounts and other obligations and liabilities owing by the Debtors

under the DIP Loan Documents (including, without limitation, all "**Obligations**" as defined in the DIP Credit Agreement and, subject to entry of the Final Order, obligations and liabilities owing by the Debtors on account of the Roll-Up Revolving Loans (as defined below)) and shall include, without limitation, the principal of, interest on, fees, costs, expenses, and other charges owing in respect of, such amounts (including, without limitation, any reasonable attorneys', accountants', financial advisors', and other fees, costs, and expenses that are chargeable or reimbursable under the DIP Loan Documents and/or this Interim Order), and any obligations in respect of indemnity claims, whether contingent or otherwise; provided, however, payment of any Lender Fees shall be subject to Paragraph 21(b) hereof.

(c) Authorization to Incur DIP Obligations. To enable the Debtors to continue to operate their business, during the period from the entry of this Interim Order through and including the earliest to occur of (i) the entry of the Final Order, (ii) June [18], 2020, and (iii) the Termination Declaration Date (as defined below), in each case unless extended by up to fourteen (14) calendar days by written agreement of the Debtors and the Requisite DIP Lenders without further order of this Court (such earliest date, as may be extended pursuant to this Paragraph 2(c), the "**Interim Period Outside Date**" and, the period from the entry of this Interim Order through and including Interim Period Outside Date, the "**Interim Period**"), and subject to the terms and conditions of this Interim Order and the DIP Loan Documents, including, without limitation, the Budget Covenants as defined and contained in Paragraph 2(e) below, the DIP Borrowers are hereby authorized to borrow the DIP Revolving Loans in an aggregate outstanding principal amount not to exceed the sum of (x) $12,912,000 and (y) the Roll-Up Revolving Loans (following the entry of the Final Order, the DIP Borrowers' authority to incur further DIP Obligations, if any, will be governed by the terms of such Final Order). Any amounts repaid under the DIP Facility

may be reborrowed, subject to the terms of the DIP loan Documents, the Approved Budget (as defined below), and this Interim Order. Upon entry of a Final Order, the Debtors shall, subject to the terms of the DIP Loan Documents, the Approved Budget, and such Final Order, be entitled to borrow all amounts under the DIP Facility and use Cash Collateral to fund the Debtors' working capital and other general corporate needs and pay such other amounts required or allowed to be paid pursuant to the DIP Loan Documents, the Approved Budget, the Final Order, and any other orders of this Court.

(d) Budget. Attached hereto as **Exhibit A** is a 13-week cash flow budget (the "**Initial Approved Budget**"). Commencing on May 29, 2020 and continuing every Wednesday thereafter (i.e., every week), the Debtors shall prepare and deliver to the DIP Agent, DIP Lenders, the Prepetition Term Loan Agent, and the Prepetition ABL Agent (I) an updated "rolling" 13-week cash flow budget substantially in the form as the Initial Approved Budget, which, once approved in writing by the DIP Lenders constituting Required Lenders under, and as defined in, the DIP Credit Agreement (the "**Requisite DIP Lenders**"), the Requisite Prepetition Term Loan Lenders and, to the extent expressly set forth herein, the Prepetition ABL Agent, each in their respective sole discretion, shall supplement and replace the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect (each such updated budget that has been approved in writing by the Requisite DIP Lenders, the Requisite Prepetition Term Loan Lenders, and, to the extent expressly set forth herein, the Prepetition ABL Agent, a "**Supplemental Approved Budget**") without further notice, motion, or Court order; provided, however, that unless and until the Requisite DIP Lenders, the Requisite Prepetition Term Loan Lenders, and, to the extent expressly set forth herein, the Prepetition ABL Agent, have approved such updated budget in writing, the Debtors shall remain subject to and be governed by the terms of the Initial Approved

Budget or Supplemental Approved Budget, as applicable, then in effect, and none of the DIP Secured Parties and Prepetition Secured Parties shall, as applicable, have any obligation to fund such updated "rolling budget" or permit the use of Cash Collateral with respect thereto, as applicable and (II) a variance report/reconciliation report, certified by a Financial Officer of the Debtors, in form acceptable to the Requisite DIP Lenders, setting forth the variance of receipts, expenditures, disbursements, and outstanding DIP Facility balance of the Debtors for such immediately preceding fiscal week (including any "stub week" that includes the Petition Date) for the corresponding week and cumulatively as reflected in the Approved Budget. The Initial Approved Budget and any Supplemental Approved Budget, whichever is then in effect, shall constitute the "**Approved Budget.**" Notwithstanding anything to the contrary in this Interim Order, the reasonable fees and expenses of the DIP Agent, the Prepetition Term Loan Agent, and the Prepetition ABL Agent, and the reasonable professional fees, costs and expenses of the DIP Agent and the other DIP Secured Parties (including, without limitation, counsel and other advisors therefor), the Prepetition Term Loan Agent and the other Term Loan Secured Parties (including, without limitation, counsel and other advisors therefor), the Prepetition ABL Secured Parties (including, without limitation, counsel and other advisors therefor), respectively, shall be due, payable and paid in accordance with the terms of this Interim Order notwithstanding any budgeted amounts for such fees, costs and expenses set forth in the Approved Budget. Notwithstanding anything to the contrary in this Interim Order, if and only if the aggregate disbursements under any proposed supplemental budget exceed 105% of the aggregate cash disbursements under the Approved Budget or Supplemental Approved Budget then in effect, on a cumulative basis after giving effect to any increase or decrease in cumulative receipts, then such proposed supplemental budget and any subsequent updated or proposed supplemental budget that remains in excess of

such threshold shall be subject to the written approval of the Prepetition ABL Agent (in addition to the written approval of the Requisite DIP Lenders and the Requisite Prepetition Term Loan Lenders).

(e) Budget Covenants. The Debtors shall only incur DIP Obligations and expend Cash Collateral and other DIP Collateral proceeds in accordance with the specific purposes, and at the specific time periods, set forth in the Approved Budget, subject to the following permitted variances: as of the close of business of the last Business Day of each fiscal week (beginning with the fiscal week ending Friday, May 22, 2020), for the shorter of (A) the number of weeks that have elapsed since the Petition Date and (B) the preceding two fiscal week-period, (I) cumulative cash disbursements (exclusive of the line-items in the Approved Budget identified as KEIP/KERP (the "**KEIP/KERP Line Item**") and Professional Fees (all such line-item expenditures, the "**Line Item Expenditures**")) shall not exceed 115.0% of the cumulative cash disbursements set forth for such period in the Approved Budget for the initial two fiscal week-period following the petition date and 110% of the cumulative cash disbursements set forth for such period in the Approved Budget for the two fiscal week-periods thereafter, (II) cash disbursements with respect to the KEIP/KERP Line Item shall not exceed 100.0% of the cash disbursements for the KEIP/KERP Line Item set forth for such period in the Approved Budget, and (III) cash disbursements with respect to Professional Fees shall not exceed 110.0% of the cash disbursements for the Professional Fees line item set forth for such period in the Approved Budget. The foregoing budget-related covenants are collectively referred to herein as the "**Budget Covenants.**"

(f) Termination Events. The occurrence of any of the following events, unless waived in writing by (I) the Requisite DIP Lenders and Prepetition Term Loan Lenders

constituting "Required Lenders" under the Prepetition Term Loan Credit Agreement ("**Requisite Prepetition Term Loan Lenders**") and (II) with respect to the following clauses (iii)–(xviii), the Prepetition ABL Lenders constituting "Required Lenders" under the Prepetition ABL Credit Agreement ("**Requisite Prepetition ABL Lenders**") in their respective sole discretion, shall constitute a termination event under this Interim Order and the DIP Loan Documents (each, a "**Termination Event**"):

(i) the occurrence of any Event of Default (as defined in the DIP Credit Agreement); and

(ii) the failure of the Debtors to timely comply with any of the following sale process milestones (collectively, the "**Sale Process Deadlines**") or the failure of the Debtors to incorporate such milestones into a sale motion which shall be in form and substance reasonably acceptable to the Requisite DIP Lenders and a sale procedures order(s), if any, which shall be in form and substance acceptable to the Requisite DIP Lenders:

(A) on or prior to May 20, 2020, the Debtors shall file the motions to approve the sale of all or substantially all of the assets of CTL Transportation LLC ("**CTL**"), CT Transportation, LLC ("**CT**"), and MCT, Transportation LLC ("**MCT**"), through one or more sales, and which shall be in form and substance acceptable to the Requisite DIP Lenders (each a "**Sale Motion**");

(B) the hearing on the Sale Motion(s) shall be completed on or prior to June 19, 2020;

(C) the sales of all or substantially all of the CT assets (the "**CT Sale**") and CTL assets (the "**CTL Sale**") shall close on or prior to July 1, 2020;

(D) the sales of all or substantially all of the MCT assets (the "**MCT Sale**") shall close on or before July 15, 2020; and

(E) the sale(s) of all or substantially all of the Debtors' residual assets following consummation of the CT Sale, CTL Sale, and MCT Sale, shall close on or prior to July 31, 2020;

provided, that any such sale, including, without limitation, the CT Sale, the CTL Sale, and the MCT Sale, shall be on terms, and pursuant to definitive documentation, including the order approving such sales, acceptable to the Requisite DIP Lenders and the proceeds of such sales shall be (x) DIP Collateral subject to the DIP Liens and (y) Term Loan Priority Collateral or ABL Priority Collateral subject to the Adequate Protection Replacement

Liens and the Prepetition Liens pursuant to the terms of the Intercreditor Agreement.

(iii) obtaining, after the Petition Date, credit or incurring indebtedness that is (A) secured by a security interest, mortgage or other lien on all or any portion of the Prepetition Collateral which is equal or senior to any security interest, mortgage or other lien of the DIP Agent, the Prepetition Term Loan Agent, and/or the Prepetition ABL Agent, as applicable, or (B) entitled to priority administrative status which is equal or senior to that granted to the DIP Agent, the Prepetition Term Loan Agent, and/or the Prepetition ABL Agent, as applicable, pursuant to this Interim Order, unless used to indefeasibly repay the DIP Obligations, the Prepetition Term Loan Obligations, and/or the Prepetition ABL Obligations in full in cash, as applicable;

(iv) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by the Debtors in the Chapter 11 Cases, or the entry of an order (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code from any person other than the DIP Lender not otherwise permitted by this this Interim Order or the DIP Loan Documents, (B) to authorize any person to recover from any portions of the DIP Collateral or the Prepetition Collateral any costs or expenses of preserving or disposing of such collateral under Section 506(c) of the Bankruptcy Code, or (C) except as provided in this Interim Order, to use Cash Collateral without the Requisite DIP Lenders, Requisite Prepetition Term Loan Lenders, and/or Requisite ABL Lenders, as applicable, prior written consent under Section 363(c) of the Bankruptcy Code or (D) except as provided in this Interim Order, to grant any lien other than Permitted Encumbrances (as defined in the DIP Credit Agreement) upon or affecting any DIP Collateral or Prepetition Collateral;

(v) the dismissal of any of the Chapter 11 Cases or the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(vi) any failure by the Debtors to make adequate protection payments or other payments to the Prepetition Term Loan Agent, the Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and/or the Prepetition ABL Secured Parties, as applicable, as set forth in this Interim Order when due;

(vii) the entry of an order which has not been withdrawn, dismissed or reversed (A) appointing an interim or permanent trustee in the Chapter 11 Cases or the appointment of an examiner or other responsible person with expanded powers in the Chapter 11 Cases, (B) granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon or enforce a lien on or security interest in any DIP Collateral and/or Prepetition Collateral in excess of $100,000 or (y) with respect to any lien of or the granting of any lien on any DIP Collateral and/or Prepetition Collateral to any state or local environmental or regulatory agency or authority, (in each case with a value in excess of $250,000), or (C) amending, supplementing, staying, reversing, vacating

or otherwise modifying any of this Interim Order, or the DIP Agent's or the DIP Lenders', the Prepetition Term Loan Agents', the Prepetition Term Loan Secured Parties', the Prepetition ABL Agents', and/or the Prepetition ABL Secured Parties' rights, benefits, privileges or remedies under this Interim Order, as applicable;

(viii) the Debtors consolidating or combining with any other person except pursuant to a confirmed plan or reorganization;

(ix) the reversal, vacatur, or modification (without the express prior written consent of the Requisite DIP Lenders, the Requisite Prepetition Term Loan Lenders, and, to the extent such reversal, vacatur, or modification would adversely affect the rights or obligations of the Prepetition ABL Lenders, the Requisite Prepetition ABL Lenders, in their sole discretion) of this Interim DIP Order or any provision thereof, or reversal, vacatur, or modification (without the express prior written consent of the DIP Agent and the DIP Lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, or the Prepetition ABL Agent and the Prepetition ABL Lenders, as applicable in their sole discretion) of any provision of this Interim Order directly and adversely affecting the rights of the DIP Secured Parties, Prepetition Term Loan Secured Parties, or the Prepetition ABL Secured Parties;

(x) the challenge by the Debtors (or the support by the Debtors of the challenge by any other person) to Prepetition Term Loan Agent's or Prepetition Term Loan Secured Parties' or the Prepetition ABL Agent's or Prepetition ABL Secured Parties' claim or the validity, extent, perfection, priority or characterization of any obligations incurred or liens granted under or in connection with the Prepetition Term Loan Credit Agreement or Prepetition ABL Credit Agreement, as applicable;

(xi) the challenge by the Debtors (or the support by the Debtors of the challenge by any other person) to (A) disallow in whole or in part the claim of the Prepetition Term Loan Agent or Prepetition Term Loan Secured Parties under the Prepetition Term Loan Credit Agreement or the claim of Prepetition ABL Agent or Prepetition ABL Secured Parties under the Prepetition ABL Credit Agreement or to challenge the validity, perfection and enforceability of any of the liens in favor of any of them, or (B) equitably subordinate or re-characterize in whole or in part the claim of the Prepetition Term Loan Agent or any Prepetition Term Loan Secured Party or the Prepetition ABL Agent or any Prepetition ABL Secured Party in respect of the Prepetition Term Loan Debt or Prepetition ABL Debt, as applicable, or the entry of an order by the Bankruptcy Court granting the relief described above;

(xii) the entry of a Final Order (as defined in the DIP Credit Agreement) in the Chapter 11 Cases avoiding or requiring disgorgement or any portion of the Prepetition Term Loan Obligations or the Prepetition ABL Obligations;

(xiii) the use, remittance or the application of the Prepetition Collateral or proceeds of the Prepetition Collateral in contravention of the terms of this Interim Order;

(xiv) without the prior written consent of the Requisite DIP Lenders, Requisite Prepetition Term Loan Lenders, and/or the Requisite ABL Lenders, as applicable, the Debtors incurring, creating, assuming, suffering to exist or permitting any superpriority claim in the Chapter 11 Cases that is pari passu with or senior to the claims of the DIP Secured Parties, Prepetition Term Loan Secured Parties, and/or the Prepetition ABL Secured Parties, as applicable, other than the Carve-Out; or

(xv) the termination or modification of each Debtors' exclusivity as to the proposal or reorganization or liquidation;

provided, however, that the occurrence of an event set forth in this Paragraph 2(f) shall only constitute a Termination Event with respect to the Prepetition ABL Agent, the Prepetition ABL Secured Parties, or the Prepetition ABL Lenders to the extent that such event adversely affects the rights or obligations of such parties.

(g) Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Interim Order and the DIP Loan Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. The Debtors shall pay on demand all fees, costs, expenses (including, subject to Paragraph 21(b) hereof, reasonable fees of the DIP Agent and the reasonable out-of-pocket legal and other professional fees and expenses of the DIP Agent and DIP Lenders) and other charges in accordance with the terms of the DIP Loan Documents. Notwithstanding any provision herein to the contrary, all fees described in the DIP Credit Agreement are fully earned, all paid portions of such fees are finally allowed and non-refundable, all unpaid portions of such fees shall be immediately payable by the Debtors upon entry of this Interim Order, and the payment of such fees, costs, and expenses shall not be subject to Challenge pursuant to Paragraph 8 hereof or otherwise.

(h) Use of DIP Facility Proceeds and Proceeds of DIP Collateral. The DIP Borrowers shall use the proceeds of all DIP Collateral (as defined below) and the DIP Revolving Loans solely in accordance with this Interim Order and the applicable provisions of the DIP Loan

Documents. Without limiting the foregoing, the Debtors shall not be permitted to use the proceeds of the DIP Collateral and the DIP Revolving Loans to make any payments on account of any prepetition debt or obligation prior to the effective date of a chapter 11 plan or plans with respect to any of the Debtors, except with respect to (i) the Prepetition Secured Obligations as set forth in this Interim Order and a Final Order, including, upon the entry of this Interim Order, the partial paydown of the Prepetition ABL Debt in the amount of the ABL Paydown Amount (as hereinafter defined); (ii) as provided in the orders granting the relief requested in the various motions filed by the Debtors on the Petition Date, which orders shall be in form and substance acceptable to the Requisite DIP Lenders and to the extent such order adversely affect the rights and obligations of the Prepetition ABL Lenders, the Prepetition ABL Agent; (iii) as provided in other motions, orders, and requests for relief, each in form and substance acceptable to the Requisite DIP Lenders and, to the extent such other motions, orders, and requests for relief adversely affect the rights and obligations of the Prepetition ABL Lenders, the Prepetition ABL Agent prior to such motion, order, or request for such relief being filed; or (iv) as otherwise provided in the DIP Credit Agreement; provided, however, that nothing in this Paragraph 2(h) shall be construed to restrict the Debtors authority to file any motion, order, or request for relief that the Debtors, in consultation with their advisors, determine is necessary in exercise of their fiduciary duties.

(i) Conditions Precedent. The DIP Secured Parties and Prepetition Term Loan Secured Parties each have no obligation to extend credit under the DIP Facility or permit use of any DIP Collateral proceeds, including Cash Collateral, as applicable, during the Interim Period unless and until all conditions precedent to the extension of credit and/or use of DIP Collateral or proceeds thereof under the DIP Loan Documents and this Interim Order have been satisfied in full

or waived by the requisite DIP Secured Parties and the Prepetition Term Loan Secured Parties in accordance with the DIP Loan Documents and this Interim Order.

(j) DIP Liens. As security for the DIP Obligations, the following security interests and liens are hereby granted to the DIP Agent, for its own benefit and the ratable benefit of the DIP Secured Parties, on all property of the Debtors, now existing or hereinafter acquired, including, without limitation, all cash and cash equivalents (whether maintained with the DIP Agent or otherwise), money, inventory, goods, accounts receivable, contract rights, other rights to payment, intercompany loans and other investments, investment property, contracts, contract rights, properties, plants, equipment, rolling stock, machinery, general intangibles, payment intangibles, accounts, deposit accounts, documents, instruments, chattel paper, securities (whether or not marketable), franchise rights, documents of title, letters of credit, letter of credit rights, supporting obligations, leases and other interests in leaseholds (provided, however, with respect to the Debtors' non-residential real property leases, no liens or encumbrances shall be granted or extend to such leases themselves under this Interim Order, except as permitted in the applicable lease, but rather any liens granted shall extend only to the proceeds realized upon the sale, assignment, termination or other disposition of such leases, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds), real property, fixtures, patents, copyrights, trademarks, trade names, other intellectual property, intellectual property licenses, capital stock of subsidiaries, tax and other refunds, insurance proceeds, commercial tort claims, all other Collateral (as defined in the DIP Loan Documents), and all other "property of the estate" (as defined in section 541 of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits,

replacements, and cash and non-cash proceeds of all of the foregoing, excluding claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law ("**Avoidance Actions**"), but, subject to entry of the Final Order, including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise (all of the foregoing collateral collectively referred to as the "**DIP Collateral**" and, all such Liens granted to the DIP Agent for the benefit of the DIP Secured Parties pursuant to this Interim Order and the DIP Loan Documents, the "**DIP Liens**"):

(i) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority Lien on all unencumbered DIP Collateral;

(ii) pursuant to section 364(c)(3) of the Bankruptcy Code, a junior Lien on all DIP Collateral that is subject solely to the Prepetition Prior Liens; and

(iii) pursuant to section 364(d)(1) of the Bankruptcy Code, a first priority, senior priming lien on all DIP Collateral (including, without limitation, Cash Collateral) that is senior to the Adequate Protection Replacement Liens (as defined below) and senior and priming to (x) the Prepetition Term Loan Liens, (y) the Prepetition ABL Liens, and (z) any Liens that are junior to the Prepetition Liens and the Adequate Protection Replacement Liens, after giving effect to any intercreditor or subordination agreements (the liens referenced in clauses (x), (y), and (z) collectively, the "**Primed Liens**"); provided, however, that the liens described in this clause (iii) shall be junior solely to the Carve-Out and the Prepetition Prior Liens.

(k) DIP Lien Priority. For the avoidance of doubt, the DIP Liens granted to the DIP Agent for the ratable benefit of the DIP Secured Parties shall in each and every case be first priority senior liens that (i) are subject only to the Prepetition Prior Liens, and to the extent provided in the provisions of this Interim Order and the DIP Loan Documents, shall also be subject to the Carve-Out, and (ii) except as provided in sub-clause (i) of this subsection (k), are senior to all prepetition and postpetition liens of any other person or entity (including, without limitation, the Primed Liens and the Adequate Protection Replacement Liens). The DIP Liens and the DIP Superpriority Claims (as defined below) (A) subject to entry of the Final Order, shall not be subject

to sections 506(c), 510, 549, 550, or 551 of the Bankruptcy Code or the "equities of the case" exception of section 552 of the Bankruptcy Code, (B) with respect to the DIP Liens, shall not be subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (y) any intercompany or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed or elected in the Cases, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a "**Successor Case**"), and/or upon the dismissal of any of the Cases to the maximum extent permitted by law.

(l) Enforceable Obligations. Subject to Paragraph 8 of this Interim Order and entry of a Final Order solely with respect to the Roll-Up Revolving Loans, the DIP Loan Documents shall constitute and evidence the valid and binding DIP Obligations of the Debtors, which DIP Obligations shall be enforceable against the Debtors, their estates and any successors thereto (including, without limitation, any trustee or other estate representative in any Successor Case), and their creditors, in accordance with their terms. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Loan Documents, or this Interim Order shall be stayed (except as provided in an order by a court of competent jurisdiction issuing a stay of this Interim Order pending appeal), restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense,

or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(m) Superpriority Administrative Claim Status. In addition to the DIP Liens granted herein, effective immediately upon entry of this Interim Order and subject to Paragraph 8 and entry of the Final Order solely with respect to the Roll-Up Revolving Loans, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority, subject only to the payment of the Carve-Out, over all administrative expense claims, adequate protection and other diminution claims (including the Adequate Protection Superpriority Claims (as defined below)), unsecured claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546, 726, 1113, and 1114 or any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment (the "**DIP Superpriority Claims**"). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof. Other than as provided in the DIP Credit Agreement and this Interim Order with respect to the Carve-Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and no priority claims are, or will be, senior to, prior

to, or on a parity with the DIP Superpriority Claims or the DIP Obligations, or with any other claims of the DIP Secured Parties arising hereunder.

(n) Paydown of Prepetition ABL Debt. Upon entry of this Interim Order, the outstanding obligations with respect to the Prepetition ABL Debt shall be paid down by proceeds of the DIP Revolving Loans so that only $2,500,000 of Prepetition ABL Obligations remain outstanding as of the date of such paydown (the amount of DIP Revolving Loan proceeds paid to the Prepetition ABL Agent shall be referred to herein as the "**ABL Paydown Amount**"), which paydown shall be indefeasible upon the occurrence of the ABL Paydown Satisfaction Date. "**ABL Paydown Satisfaction Date**" shall be deemed to have occurred if (i) the Challenge Period (as defined below) expires without the timely and proper commencement of a Challenge (as defined below) in accordance with Paragraph 8 of this Interim Order with respect to the Prepetition ABL Debt or against the Prepetition ABL Secured Parties, or (ii) if a Challenge is timely and properly asserted prior to the expiration of the Challenge Period, upon the final disposition of such adversary proceeding or contested matter in favor of the Prepetition ABL Secured Parties by final order of a court of competent jurisdiction.

3. **Authorization to Use Cash Collateral and Proceeds of the DIP Facility**. Subject to, and solely in accordance with, the terms and conditions of this Interim Order and the DIP Loan Documents, including without limitation, the Budget Covenants set forth in Paragraph 2(e) hereof and Paragraph 17 hereof, (a) the Debtors are authorized to use proceeds of credit extended under the DIP Facility, and (b) the Debtors are authorized to use Cash Collateral.

4. **Adequate Protection for Prepetition Term Loan Secured Parties**. In consideration for the use of the Prepetition Term Collateral (including Cash Collateral) and the priming of the Prepetition Term Liens, the Prepetition Term Loan Secured Parties shall receive

the following adequate protection (collectively referred to as the "**Prepetition Term Loan Secured Parties' Adequate Protection**"):

(a) Roll-Up Revolving Loans. Subject to and only upon entry of a Final Order, Prepetition Term Loan Obligations in the amount of $1,333,613.60 shall be immediately, automatically, and be deemed to have been converted into DIP Obligations and incurred as DIP Revolving Loans under the DIP Facility (the "**Roll-Up Revolving Loans**").

(b) Term Lien Adequate Protection Replacement Liens. To the extent there is a diminution in value of the interests of the Prepetition Term Loan Secured Parties in the Prepetition Term Collateral (including Cash Collateral) from and after the Petition Date resulting from the use, sale, or lease by the Debtors of the applicable Prepetition Term Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims, the granting of the DIP Liens, the subordination of the Prepetition Term Liens thereto and to the Carve-Out, the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code (the "**Diminution in Value of the Prepetition Term Collateral**") (provided, however, that Diminution in Value of Prepetition Term Collateral does not mean diminution in value of the interests of the Prepetition Term Loan Secured Parties in the Prepetition Term Collateral resulting from a successful Challenge), the Prepetition Term Loan Agent, for the benefit of all the Prepetition Term Loan Secured Parties, is hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, Liens upon all of the DIP Collateral (such adequate protection replacement liens, the "**Term Loan Adequate Protection Replacement Liens**"), which Term Loan Adequate Protection Replacement Liens on such DIP Collateral (A) shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens, the Carve-Out, the ABL Adequate Protection Replacement Liens (as defined below), and the Prepetition ABL

Liens (as to the ABL Adequate Protection Replacement Liens and the Prepetition ABL Liens, each solely with respect to the ABL Priority Collateral), and (B) shall be senior in priority to the Prepetition Term Liens, the ABL Adequate Protection Replacement Liens (as defined below) with respect to the Term Priority Collateral, and the Prepetition ABL Liens with respect to the Term Priority Collateral. The Term Loan Adequate Protection Replacement Liens and the Term Loan Adequate Protection Superpriority Claims (as defined below) (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552 of the Bankruptcy Code, (B) shall be senior in priority and right of payment to (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (y) any intercompany or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed in the Cases or any Successor Cases, and/or upon the dismissal of any of the Cases.

(c) Term Loan Adequate Protection Superpriority Claims. To the extent of Diminution in Value of the Prepetition Term Collateral, the Prepetition Term Loan Secured Parties are hereby further granted allowed superpriority administrative expense claims (such adequate protection superpriority claims, the "**Term Loan Adequate Protection Superpriority Claims**"), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 and any other provision of the Bankruptcy Code, subject and subordinate only to the DIP Superpriority Claims,

the ABL Adequate Protection Superpriority Claims in respect of the proceeds of the ABL Priority Collateral, and the Carve-Out to the extent provided herein and in the DIP Loan Documents, and payable from and having recourse to all of the DIP Collateral; provided, however, that the Prepetition Term Loan Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Term Loan Adequate Protection Superpriority Claims unless and until all DIP Obligations have been Paid in Full (as defined below). Subject to the relative priorities set forth above, the Term Loan Adequate Protection Superpriority Claims against each Debtor shall be against each Debtor on a joint and several basis. For purposes of this Interim Order, the terms "**Pay in Full,**" "**Paid in Full,**" and "**Payment in Full**" shall mean, with respect to any referenced DIP Obligations, Prepetition Term Loan Obligations and/or Prepetition ABL Obligations, (i) the indefeasible payment in full in cash of such obligations, (ii) the termination of all credit commitments under the DIP Loan Documents, Prepetition Term Loan Documents and/or Prepetition ABL Loan Documents, as applicable, and (iii) the absence of any contingent indemnification claim arising from any pending or potential Challenge.

(d) Further Adequate Protection. As further adequate protection, the Debtors (A) have committed, as set forth in this Interim Order, to timely comply with the Sale Process Deadlines and (B) shall simultaneously provide copies of any reports sent to the DIP Secured Parties under this Interim Order or the DIP Credit Agreement to the Prepetition Term Loan Secured Parties.

(e) Interest and Professional Fees. As further adequate protection, and without limiting any rights of the Prepetition Term Loan Secured Parties under section 506(b) of the Bankruptcy Code which are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition Term Loan Secured Parties to the entry of this Interim

Order and the Debtors' consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse currently the Prepetition Term Loan Secured Parties for any and all of their accrued and past-due fees, costs, expenses, and charges to the extent, and at the times, payable under the Prepetition Term Loan Documents, (ii) on the last day of each calendar month commencing after the Petition Date, pay to the Prepetition Term Loan Agent for prompt distribution to the applicable Prepetition Term Loan Secured Parties any and all of the interest accruing on the Prepetition Term Loan Obligations under the Prepetition Term Loan Credit Agreement at the default rate provided for in the Prepetition Term Loan Credit Agreement (which, for the avoidance of doubt, shall be paid in cash with respect to the Prepetition Term Loan Obligations) (and in the case of the first month after the Petition Date, all accrued and unpaid prepetition interest shall also be due and payable hereunder), and (iii) subject to Paragraph 21(b) hereof, pay currently all reasonable fees and out-of-pocket costs, and expenses of the Prepetition Term Loan Secured Parties (including without limitation reasonable attorneys' fees and costs and reasonable consulting, accounting, appraisal, investment banking and similar professional fees and charges) in accordance with the Prepetition Term Loan Documents, in the case of each of sub-clauses (i), (ii), and (iii) above, all whether accrued prepetition or postpetition and whether or not budgeted in the Approved Budget, and without further notice (except as provided in Paragraph 21(b) below with respect to postpetition professional fees, costs, and expenses), motion, or application to, order of, or hearing before, this Court; provided, however, that solely to the extent that a successful Challenge to the Prepetition Term Liens results in the Prepetition Term Loan Secured Parties holding only unsecured claims in respect of the Term Loan Obligations, the interest, fees, costs, expenses, and charges paid pursuant to this Paragraph 4(h) shall be subject to disgorgement.

(f) Consent to Priming and Adequate Protection. The Prepetition Term Loan Agent, on behalf of the Prepetition Term Loan Secured Parties, consents to the Prepetition Term Loan Secured Parties' Adequate Protection and the priming provided for herein; provided, however, that such consent of the Prepetition Term Loan Agent to the priming of the Prepetition Term Liens, the use of Cash Collateral, and the sufficiency of the Prepetition Term Loan Secured Parties' Adequate Protection provided for herein is expressly conditioned upon the entry of this Interim Order, and such consent shall not be deemed to extend to any other Cash Collateral usage or other replacement financing or debtor-in-possession financing other than the DIP Facility provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this Interim Order is not entered or is entered and subsequently reversed, modified, stayed, or amended (unless such reversal, modification, stay, or amendment is acceptable to the Requisite Prepetition Term Loan Lenders) or the DIP Loan Documents and DIP Facility as set forth herein are not approved.

(g) Right to Credit Bid. Without limiting any the rights of any DIP Secured Parties or Prepetition Term Loan Secured Parties under applicable law, each of the DIP Agent, the DIP Lenders, the Prepetition Term Loan Agent, and the Prepetition Term Loan Lenders or their respective assignees, designees, or successors, shall automatically be deemed a "qualified bidder" with respect to any disposition of DIP Collateral or Prepetition Term Collateral, respectively, and subject to a Final Order and Paragraph 8 of this Interim Order (solely with respect to any "credit bid" arising from the Prepetition Term Liens or the Term Loan Adequate Protection Replacement Liens), (i) the DIP Agent (at the direction of the Requisite DIP Lenders) or the DIP Lenders shall have the right (unless this Court for cause orders otherwise after notice and a hearing upon request of any party in interest prior to the Qualified Bid Deadline) to "credit bid" up to the full amount of

the DIP Obligations (including the DIP Superpriority Claims to the extent such claims have any value) and (ii) the Prepetition Term Loan Agent (at the direction of the Requisite Prepetition Term Loan Lenders) or the Prepetition Term Loan Lenders shall have the right (unless the Court for cause orders otherwise after notice and a hearing upon request of any party in interest prior to the Qualified Bid Deadline) to "credit bid" up to the full amount of the Prepetition Term Loan Obligations (including the Term Loan Adequate Protection Superpriority Claims to the extent such claims have any value), in each case, during any disposition of all or any portion of the DIP Collateral or Prepetition Term Collateral, as applicable (in all cases excluding sales in the Debtors' ordinary course of business in accordance with this Interim Order and the DIP Loan Documents), or any deposit in connection with such sale, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any reorganization plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy Code. For avoidance of doubt, the Prepetition Term Loan Agent (at the direction of the Requisite Prepetition Term Loan Lenders) and the Prepetition Term Loan Lenders shall have the right to "credit bid" with respect to the sale of the ABL Priority Collateral only to extent such bid would Pay in Full the outstanding Prepetition ABL Obligations. The DIP Agent, the DIP Lenders, the Prepetition Term Loan Agent, and the Prepetition Term Loan Lenders have the absolute right to assign, transfer, sell, or otherwise dispose of their rights to credit bid to any entity other than one including one or more insiders of the Debtors; provided that notwithstanding any such assignment, transfer, sale, or other disposition, the rights to credit bid shall remain subject to Paragraph 8 of this Interim Order as provided herein.

(h) Section 507(b) Reservation. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and

sufficient to protect the interests of the Prepetition Term Loan Secured Parties. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided herein to the Prepetition Term Loan Secured Parties is insufficient to compensate for any Diminution in Value of the Prepetition Term Collateral of the interests of the Prepetition Term Loan Secured Parties in the Prepetition Term Collateral during the Cases or any Successor Cases; provided, however, any such additional section 507(b) claims shall be subject to the same relative priority as such party's Term Loan Adequate Protection Superpriority Claims, as provided in this Interim Order, and the terms of the Intercreditor Agreement.

5. **Adequate Protection for Prepetition ABL Secured Parties**. In consideration for the use of the Prepetition ABL Collateral (including Cash Collateral) and the priming of the Prepetition ABL Liens to the extent set forth in this Interim Order, the Prepetition ABL Secured Parties shall receive the following adequate protection (collectively referred to as the "**Prepetition ABL Secured Parties' Adequate Protection**" and, together with the Prepetition Term Loan Secured Parties' Adequate Protection, the "**Prepetition Secured Parties' Adequate Protection**"):

(a) ABL Adequate Protection Replacement Liens. To the extent there is a diminution in value of the interests of the Prepetition ABL Secured Parties in the Prepetition ABL Collateral (including Cash Collateral) from and after the Petition Date resulting from the use, sale, or lease by the Debtors of the Prepetition ABL Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims and the Term Loan Adequate Protection Superpriority Claims, the granting of the priming DIP Liens and the granting of the Term Loan Adequate Protection Replacement Liens, the subordination of the Prepetition ABL Liens thereto and to the Carve-Out as provided in this Interim Order, and the imposition or enforcement of the automatic stay of

section 362(a) of the Bankruptcy Code ("**Diminution in Value of the Prepetition ABL Collateral**" and, collectively with the Diminution in Value of the Prepetition Term Collateral, "**Diminution in Value**") (provided, however, that Diminution in Value of Prepetition ABL Collateral does not mean diminution in value of the interests of the Prepetition ABL Secured Parties in the Prepetition ABL Collateral resulting from a successful Challenge), the Prepetition ABL Agent, for the benefit of all the Prepetition ABL Secured Parties, is hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, Liens upon all of the DIP Collateral (such adequate protection replacement liens, the "**ABL Adequate Protection Replacement Liens**" and, together with the Term Loan Adequate Protection Replacement Liens, the "**Adequate Protection Replacement Liens**"), which ABL Adequate Protection Replacement Liens on such DIP Collateral (A) shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens (excluding the Prepetition Term Liens), the Carve-Out, the Term Loan Adequate Protection Replacement Liens, and the Prepetition Term Liens (with respect to the Term Loan Adequate Protection Replacement Liens and the Prepetition Term Liens, each solely with respect to the Term Priority Collateral) and (B) shall be senior in priority to (I) the Prepetition ABL Liens and (II) the Term Loan Adequate Protection Replacement Liens and the Prepetition Term Liens, each solely with respect to the ABL Priority Collateral. The ABL Adequate Protection Replacement Liens and the ABL Adequate Protection Superpriority Claims (as defined below) (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552 of the Bankruptcy Code, (B) shall be senior in priority and right of payment to (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (y) any intercompany

or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed in the Cases or any Successor Cases, and/or upon the dismissal of any of the Cases. For avoidance of doubt, and notwithstanding anything to the contrary herein, the Term Loan Adequate Protection Replacement Liens and the ABL Adequate Protection Replacement Liens shall retain the same relative priority as the priority by and among the Prepetition Term Liens and the Prepetition ABL Liens under the Intercreditor Agreement, and the Intercreditor Agreement shall continue in full force and effect, and nothing herein shall be construed as modifying, amending, waiving or in any way impacting the effectiveness and enforceability thereof.

(b) ABL Adequate Protection Superpriority Claims. To the extent of Diminution in Value of the Prepetition ABL Collateral, the Prepetition ABL Secured Parties are hereby further granted allowed superpriority administrative expense claims (such adequate protection superpriority claims, the "**ABL Adequate Protection Superpriority Claims**" and, together with the Term Loan Adequate Protection Superpriority Claims, the "**Adequate Protection Superpriority Claims**"), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 and any other provision of the Bankruptcy Code, subject and subordinate only to the DIP Superpriority Claim, the Carve-Out, and the Term Loan Adequate Protection Superpriority Claims and the Prepetition Term Loan Obligations, each solely with respect to the

proceeds of the Term Priority Collateral, and payable from and having recourse to all the DIP Collateral.

(c) Cash Collections. Notwithstanding anything to the contrary in Paragraph 14 of this Interim Order, following Payment in Full of the DIP Obligations, cash receipts in excess of the disbursements and expenses provided under the Approved Budget, to the extent such cash receipts constitute ABL Priority Collateral, shall be remitted to the Prepetition ABL Agent on a weekly basis and used to repay in cash the Prepetition ABL Obligations.

(d) Further Adequate Protection. As further adequate protection, the Debtors (A) have committed, as set forth in this Interim Order, to timely comply with the Sale Process Deadlines and (B) shall simultaneously provide copies of any reports sent to the DIP Secured Parties under this Interim Order or the DIP Credit Agreement to the Prepetition ABL Secured Parties.

(e) Interest and Professional Fees. As further adequate protection, and without limiting any rights of the Prepetition ABL Secured Parties under section 506(b) of the Bankruptcy Code which are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition ABL Secured Parties to the entry of this Interim Order and the Debtors' consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse currently the Prepetition ABL Secured Parties for any and all of their accrued and past-due fees, costs, expenses, and charges to the extent, and at the times, payable under the Prepetition ABL Loan Documents, (ii) on the first Business Day of each calendar month commencing after the Petition Date, pay to the Prepetition ABL Agent for prompt distribution to the applicable Prepetition ABL Secured Parties any and all of the interest accruing on the Prepetition ABL Obligations at a rate per annum equal to the sum of (x) LIBOR (as defined in the Prepetition ABL

Credit Agreement) plus (y) 10.50% (which, for the avoidance of doubt, shall be paid in cash on the first Business Day of each calendar month with respect to the Prepetition ABL Obligations) (and in the case of the first month after the Petition Date, all accrued and unpaid prepetition interest shall also be due and payable hereunder), and (iii) subject to Paragraph 21(b) hereof, pay currently all reasonable fees and out-of-pocket costs, and expenses of the Prepetition ABL Secured Parties (including without limitation reasonable attorneys' fees and costs and reasonable consulting, accounting, appraisal, investment banking and similar professional fees and charges) in accordance with the Prepetition ABL Loan Documents, in the case of each of sub-clauses (i), (ii), and (iii) above, all whether accrued prepetition or postpetition and whether or not budgeted in the Approved Budget, and without further notice (except as provided in Paragraph 21(b) below with respect to postpetition professional fees, costs, and expenses), motion, or application to, order of, or hearing before, this Court; provided, however, that solely to the extent that a successful Challenge to the Prepetition ABL Liens results in the Prepetition ABL Secured Parties holding only unsecured claims in respect of the ABL Obligations, the interest, fees, costs, expenses, and charges paid pursuant to this Paragraph 5(e) shall be subject to disgorgement..

(f) Right to Credit Bid. Without limiting any the rights of the Prepetition ABL Secured Parties under applicable law, each of the Prepetition ABL Agent and the Prepetition ABL Lenders or their respective assignees, designees, or successors, shall automatically be deemed a "qualified bidder" with respect to any disposition of the Prepetition ABL Collateral, respectively, and subject to a Final Order and Paragraph 8 of this Interim Order (solely with respect to any "credit bid" arising from the Prepetition ABL Liens or the ABL Adequate Protection Replacement Liens), the Prepetition ABL Agent (at the direction of the Requisite Prepetition ABL Lenders) or the Prepetition ABL Lenders shall have the right (unless the Court for cause orders otherwise after

notice and a hearing upon request of any party in interest prior to the Qualified Bid Deadline) to "credit bid" up to the full amount of the outstanding Prepetition ABL Obligations (including the ABL Adequate Protection Superpriority Claims to the extent such claims have any value), in each case, during any disposition of all or any portion of Prepetition ABL Collateral (in all cases excluding sales in the Debtors' ordinary course of business in accordance with this Interim Order and the DIP Loan Documents), or any deposit in connection with such sale, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any reorganization plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy Code; provided, however, that neither the Prepetition ABL Agent nor the Prepetition ABL Lenders shall have the right to "credit bid" the ABL Paydown Amount regardless of whether the ABL Paydown Satisfaction Date shall have occurred. For avoidance of doubt, the Prepetition ABL Agent (at the direction of the Requisite Prepetition ABL Lenders) and the Prepetition ABL Lenders shall have the right to "credit bid" with respect to the sale of the DIP Collateral and/or Term Priority Collateral only to extent such bid would Pay in Full the outstanding DIP Obligations and Prepetition Term Loan Obligations, as applicable. The Prepetition ABL Agent and the Prepetition ABL Lenders have the absolute right to assign, transfer, sell, or otherwise dispose of their rights to credit bid to any entity other than one including one or more insiders of the Debtors; provided that notwithstanding any such assignment, transfer, sale, or other disposition, the rights to credit bid shall remain subject to Paragraph 8 of this Interim Order as provided herein.

(g) Section 507(b) Reservation. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition ABL Secured Parties. Nothing herein shall

impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided herein to the Prepetition ABL Secured Parties is insufficient to compensate for any Diminution in Value of the Prepetition ABL Collateral of the interests of the Prepetition ABL Secured Parties in the Prepetition ABL Collateral during the Cases or any Successor Cases; provided, however, any such additional section 507(b) claims shall be subject to the same relative priority as such party's Adequate Protection Superpriority Claims, as provided in this Interim Order, and the terms of the Intercreditor Agreement.

6. **Automatic Postpetition Lien Perfection**. This Interim Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection, priority and non-avoidability of the DIP Liens and the Adequate Protection Replacement Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, control agreement, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate or perfect the DIP Liens and the Adequate Protection Replacement Liens or to entitle the DIP Liens and the Adequate Protection Replacement Liens to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and the Prepetition Secured Parties (in the latter case, solely with respect to the Adequate Protection Replacement Liens) may, each in their sole discretion, enter into and file, as applicable, financing statements, mortgages, security agreements, notices of liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been filed or recorded at the time and on the Petition Date. The applicable Debtors are authorized to execute and deliver to the DIP Agent, the Prepetition Term Loan Agent, and the Prepetition ABL Agent, as applicable, all such financing

statements, mortgages, notices, and other documents as such parties may reasonably request to evidence and confirm the contemplated priority of, the DIP Liens and the Adequate Protection Replacement Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, each of the DIP Agent, the Prepetition Term Loan Agent, and the Prepetition ABL Agent, each in its discretion, may file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Interim Order. Subject to the entry of the Final Order, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the payment of any fees or obligations to any non-governmental entity in order for the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest, the proceeds thereof or other DIP Collateral shall have no force or effect. To the extent that the Prepetition Term Loan Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, financing statement, or account control agreements, listed as loss payee under any of the Debtors' insurance policies, or is the secured party under any of the Prepetition Term Loan Documents, the DIP Agent shall also be deemed to be the secured party under such account control agreements, loss payee under the Debtors' insurance policies, and the secured party under each such Prepetition Term Loan Document, shall have all rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Secured Parties in accordance with the DIP Loan Documents, second, subsequent to Payment in Full of all DIP Obligations, for the benefit of the Prepetition Term Loan

Secured Parties, and third, subsequent to Payment in Full of all Prepetition Term Loan Obligations, for the benefit of the Prepetition ABL Secured Parties. The Prepetition Term Loan Agent shall serve as agent for the DIP Agent for purposes of perfecting its respective liens on all DIP Collateral that is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.

7. **Priority of Liens**. Notwithstanding anything to the contrary in this Interim Order or the DIP Loan Documents, for the avoidance of doubt:

(a) the Prepetition Prior Liens, including, without limitation, the CenterState Liens, shall have priority, after giving effect to any intercreditor or subordination agreement, over the DIP Liens, the Adequate Protection Replacement Liens, the Prepetition Liens, and the Carve-Out;

(b) the Carve-Out under this Interim Order shall have priority over the DIP Liens, the Adequate Protection Replacement Liens, and the Prepetition Liens;

(c) the DIP Liens shall have priority over any lien upon the DIP Collateral, subject only to the Prepetition Prior Liens and, to the extent provided in the provisions of this Interim Order and the DIP Loan Documents, the Carve-Out;

(d) the Term Loan Adequate Protection Replacement Liens shall have priority over any lien upon the Term Priority Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, and the ABL Adequate Protection Replacement Liens in respect of the ABL Priority Collateral;

(e) the ABL Adequate Protection Replacement Liens shall have priority over any lien upon the ABL Priority Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, and the Term Loan Adequate Protection Replacement Liens in respect of the Term Priority Collateral;

(f) the Prepetition Term Liens shall have priority over any lien upon the Term Priority Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, the Term Loan Adequate Protection Replacement Liens, and the ABL Adequate Protection Replacement Liens and Prepetition ABL Liens, each in respect of the ABL Priority Collateral;

(g) the Prepetition ABL Liens shall have priority over any lien upon the ABL Priority Collateral, subject only to the Prepetition Prior Liens, the Carve-

Out, the DIP Liens, the ABL Adequate Protection Replacement Liens, and the Term Loan Adequate Protection Replacement Liens and the Prepetition Term Liens, each in respect of the Term Priority Collateral;

(h) the Term Loan Adequate Protection Replacement Liens shall have priority over any lien upon the ABL Priority Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, the ABL Adequate Protection Replacement Liens, and the Prepetition ABL Liens; and

(i) the ABL Adequate Protection Replacement Liens shall have priority over any liens upon the Term Priority Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, the Term Loan Adequate Protection Replacement Liens, and the Prepetition Term Liens.

8. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims**.

The Debtors' Stipulations shall be binding upon the Debtors and their estates in all circumstances upon entry of this Interim Order. The Debtors' Stipulations shall be binding upon all other parties in interest, including the Committee, unless such Committee or any other party in interest (including any chapter 11 trustee or chapter 7 trustee in a Successor Case, as provided herein) other than the Debtors *first*, commences, by the earliest of (x) with respect to the Committee, if appointed, (A) sixty (60) calendar days from the formation of the Committee or (B) subject to entry of the Final Order, the date of the Auction, (y) with respect to all parties in interest with standing other than the Debtors, seventy-five (75) calendar days following the date of entry of the Interim Order, or (z) as otherwise agreed to among the Debtors, Requisite DIP Lenders, and Committee, if any (such time period established by the earliest of clauses (x), (y), and (z), as the same may be extended in accordance with this Paragraph 8, shall be referred to as the "**Challenge Period,**" and the date that is the next calendar day after the termination of the Challenge Period in the event that either (i) no Challenge is raised during the Challenge Period or (ii) with respect only to those parties who commence a Challenge during the Challenge Period, such Challenge is fully and finally adjudicated, shall be referred to as the "**Challenge Period Termination Date**"), (A) a contested matter, adversary proceeding, or other action or "claim" (as defined in the Bankruptcy

Code) challenging or otherwise objecting to the admissions, stipulations, findings, or releases included in the Debtors' Stipulations, or (B) a contested matter, adversary proceeding, or other action against any or all of the Prepetition Secured Parties in connection with or related to the Prepetition Secured Obligations (including, without limitation, Prepetition Term Loan Obligations converted into DIP Obligations pursuant to the Roll-Up Revolving Loans), or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition Secured Obligations or otherwise, including, without limitation, any claim against any or all of the Prepetition Secured Parties in the nature of a "lender liability" cause of action, setoff, counterclaim, or defense to the Prepetition Secured Obligations (including, but not limited to, those under sections 506, 544, 547, 548, 549, 550, and/or 552 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Parties) (clauses (A) and (B) collectively, the "**Challenges**" and, each individually, a "**Challenge**"), and *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such contested matter, adversary proceeding, or other action to which such Challenge is subject. If a chapter 7 trustee or a chapter 11 trustee is appointed during the Challenge Period, the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is thirty (30) days after the date on which such trustee is appointed. Except as otherwise expressly provided herein, upon the Challenge Period Termination Date and for all purposes in these Cases and any Successor Cases, (i) all payments made to or for the benefit of the Prepetition Secured Parties pursuant to, or otherwise authorized by, this Interim Order or otherwise (whether made prior to, on, or after the Petition Date) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, or avoidance, including, without limitation, the paydown of the Prepetition ABL Debt upon the ABL Paydown Satisfaction Date;

(ii) any and all such Challenges by any party in interest shall be deemed to be forever barred; (iii) the Prepetition Term Loan Obligations shall be deemed to be fully allowed secured claims within the meaning of section 506 of the Bankruptcy Code; (iv) the Prepetition ABL Obligations shall be deemed to be fully allowed secured claims within the meaning of section 506 of the Bankruptcy Code; (v) the Debtors' Stipulations, including the release provisions therein, shall be binding on all parties in interest, including any Committee. Notwithstanding the foregoing, to the extent any Challenge is asserted in accordance with this Interim Order, the Debtors' Stipulations and the other provisions in clauses (i) through (v) in the immediately preceding sentence shall nonetheless remain binding and preclusive on any Committee and on any other party in interest from and after the Challenge Period Termination Date, except to the extent that such Debtors' Stipulations or the other provisions in clauses (i) through (v) of the immediately preceding sentence have been challenged in such adversary proceeding, contested matter, or other action. The Challenge Period may be extended (x) with the written consent of the Prepetition Term Loan Agent (at the direction of the Requisite Prepetition Term Loan Lenders) with respect to any Challenge against the Prepetition Term Loan Secured Parties or the Prepetition ABL Agent with respect to any Challenge against the Prepetition ABL Secured Parties, in each case in their sole discretion or (y) by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Period. Notwithstanding any provision to the contrary herein, nothing in this Interim Order shall be construed to grant standing on any party in interest, including any Committee, to bring any Challenge on behalf of the Debtors' estates. The failure of any party in interest, including any Committee, to obtain an order of this Court granting standing to bring any Challenge on behalf of the Debtors' estates prior to the expiration or termination of the Challenge Period shall not be a defense to failing to commence a Challenge prior to the Challenge Period

Termination Date. In the event of a successful Challenge, the estate shall be entitled to appropriate relief, if any, under the Bankruptcy Code and applicable law.

9. **Carve-Out**. Subject to the terms and conditions contained in this Paragraph 9, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Replacement Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve-Out (as defined below):

(a) Carve-Out. For purposes of this Interim Order, "**Carve-Out**" means (i) all unpaid fees required to be paid in these Cases to the clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930(a); (ii) all reasonable fees and expenses up to $10,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) subject to the terms and conditions of this Interim Order and the Approved Budget, the unpaid fees, costs, and disbursements of professionals retained by the Debtors in these Cases and the Debtors' ordinary course professionals (collectively, the "**Debtors' Professionals**") that are incurred prior to the delivery by the DIP Agent (at the direction of the Requisite DIP Lenders) of a Carve-Out Trigger Notice (as defined below) and that are allowed pursuant to an order of the Court under sections 327, 328, 330, or 363 of the Bankruptcy Code and remain unpaid after application of any retainers being held by such professionals; (iv) subject to the terms and conditions of this Interim Order and the Approved Budget, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Committee in these Cases (collectively, the "**Committee's Professionals**") and all reasonable unpaid out-of-pocket expenses of the members of any Committee ("**Committee Members**") that are incurred prior to the delivery of a Carve-Out Trigger Notice and that are allowed by the Court under sections 328, 330, or 1103 of the Bankruptcy Code, in an aggregate amount (for both Committee Members and the Committee's Professionals); (v) the reasonable unpaid fees, costs,

and disbursements of the Debtors' Professionals that are incurred after the delivery of a Carve-Out Trigger Notice, that are allowed by the Court under sections 327, 328, 330 or 363 of the Bankruptcy Code, in an aggregate amount not to exceed $200,000 (inclusive of any unused prepetition retainers held by such professionals) (the "**Debtors' Professionals Carve-Out Cap**"); and (vi) the reasonable fees, costs, and disbursements of the Committee Professionals and the reasonable expenses of Committee Members that are incurred at any time after the delivery of a Carve-Out Trigger Notice, that are allowed by the Court under sections 328 or 1103 of the Bankruptcy Code, in an aggregate amount (for both Committee Members and the Committee's Professionals) not to exceed $50,000 (the "**Committee Carve-Out Cap**" and, together with the Debtors' Professionals Carve-Out Cap, the "**Post-Default Carve-Out Cap**") (clauses (i), (ii), (iii), (iv), (v), and (vi) collectively, the "**Carve-Out**"). The term "**Carve-Out Trigger Notice**" shall mean a written notice delivered by the DIP Agent (at the direction of the Requisite DIP Lenders) to the Debtors' counsel, the U.S. Trustee, and lead counsel to any Committee appointed in these Cases, which notice may be delivered at any time following the occurrence and during the continuation of any Termination Event. After the delivery of a Carve-Out Trigger Notice, upon the later of five (5) Business Days following (x) the liquidation or sale of any DIP Collateral and (y) any order of the Court allowing for payment of unpaid fees, costs and disbursements of the Debtors' Professionals, the Committees' Professionals or the Committee Members that are incurred after the delivery of a Carve-Out Trigger Notice, all such allowed amounts (including any fees, costs, and disbursements of the Case Professionals incurred prior to the delivery of a Carve-Out Trigger Notice, subject in each case to the Approved Budget) shall be paid from the net proceeds of such DIP Collateral to the applicable Debtors' Professional, Committee Professional or Committee Member, provided, however, that in no circumstance shall the aggregate amounts

paid on account of such fees, costs and disbursements incurred after the delivery of a Carve-Out Trigger Notice exceed, as applicable, the Debtors' Professionals Carve-Out Cap or the Committee Carve-Out Cap. No amounts set forth in this subparagraph (a) with respect to the Post-Default Carve-Out Cap may be modified without the prior written consent of the Requisite DIP Lenders and the Requisite Prepetition Term Loan Lenders. Further, prior to the delivery of a Carve-Out Trigger Notice, but after the consummation of either the CT Sale, CTL Sale, or MCT Sale, the Debtors are authorized to fund, on a weekly basis, a trust account held by the Debtors' counsel (the "**Trust Account**") up to the amounts set forth in the Approved Budget for the sole purpose of paying the fees and expenses of the Debtors' Professionals and the Committee's Professionals (collectively, the "**Case Professionals**"). To the extent that the Trust Account is actually funded, the Carve Out shall be reduced by such funded amount dollar-for-dollar. Any amounts in the Trust Account after payment of all allowed professional fees of the Case Professionals shall be returned to the Debtors and shall be DIP Collateral.

(b) Carve-Out Reserve. On the date on which a Carve-Out Trigger Notice is delivered by the DIP Agent to the Debtors (the "**Termination Declaration Date**"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Carve-Out. The Debtors shall deposit and hold such amounts in a segregated account (the "**Carve-Out Reserve Account**") in trust at an institution designated by the DIP Agent. All funds in the Carve-Out Reserve Account shall be used (i) to pay the obligations set forth in Paragraph 8(a)(i)–(iv) and then (ii) to pay the obligations set forth in Paragraph 8(a)(v)–(vi), and solely with respect to this clause (ii) up to the Post-Default Carve-Out Cap. Any amounts in the Carve-Out Reserve Account

after the payment of the obligations set forth in Paragraph 8(a)(i)–(vi) shall be returned to the Debtors and shall be DIP Collateral.

(c) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Subject to their obligations under Paragraph 9(a) hereof, nothing in this Interim Order or otherwise shall be construed (i) to obligate the Prepetition Term Loan Agent, the Prepetition ABL Agent or any other Prepetition Secured Party in any way to pay compensation to, or to reimburse expenses of, any of the Case Professionals, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement or (ii) to increase the Carve-Out if actual allowed fees and expenses of any of the Case Professionals incurred after the delivery of a Carve-Out Trigger Notice are higher in fact than the Post-Default Carve-Out Cap. The respective Prepetition Secured Parties' liens and claims shall be subject to the Carve-Out as set forth in this Interim Order. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, any Committee, any other official or unofficial committee in these Cases, or of any other person or entity, or shall affect the right of any DIP Secured Party or any Prepetition Secured Party to object to the allowance and payment of such fees and expenses.

(d) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Prior to the occurrence of the Termination Declaration Date, the Debtors shall be permitted to pay (or to fund to the Trust Account to the extent permitted herein), subject to this Interim Order, allowed fees of the Case Professionals, subject to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any interim compensation procedures order entered by this Court.

10. **Waiver of 506(c) Claims**. Subject to the entry of the Final Order, as a further condition of the DIP Facility and any obligation of the DIP Secured Parties to make credit extensions pursuant to the DIP Loan Documents and as a condition to the respective Prepetition

Secured Parties consenting to the priming set forth herein and to the use of Cash Collateral (and all such parties' consent to the payment of the Carve-Out to the extent provided herein), no costs or expenses of administration of the Cases or any Successor Cases shall be charged against or recovered from or against any or all of the Prepetition Secured Parties, the Prepetition Collateral, and the Cash Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition Term Loan Agent or the Prepetition ABL Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence of any or all of the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties.

11. **After-Acquired Property**. Except as otherwise provided in this Interim Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtors on or after the Petition Date is not, and shall not be, subject to any Lien of any person or entity resulting from any security agreement entered into by the Debtors prior to the Petition Date, except to the extent that such property constitutes proceeds of property of the Debtors that is subject to a valid, enforceable, perfected, and unavoidable Lien as of the Petition Date and not subject to subordination under the Bankruptcy Code or other provisions or principles of applicable law.

12. **Protection of DIP Secured Parties' Rights**.

(a) Unless the requisite DIP Secured Parties under the DIP Loan Documents shall have provided their prior written consent or all DIP Obligations have been Paid in Full, there shall not be entered in these proceedings, or in any Successor Cases, any order which authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, in each case which is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the other DIP Protections and the

Adequate Protection Liens and Adequate Protection Superpriority Claims granted pursuant to this Interim Order to the DIP Secured Parties and the Prepetition Secured Parties, as applicable; or (ii) the use of Cash Collateral for any purpose other than to Pay in Full the DIP Obligations, to make the partial paydown of the Prepetition ABL Obligations contemplated hereby, or as otherwise permitted in the DIP Loan Documents and this Interim Order.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will (i) maintain books, records, and accounts to the extent and as required by the DIP Loan Documents, (ii) reasonably cooperate, consult with, and provide to the DIP Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition ABL Secured Parties all such information and documents as required or allowed under the DIP Loan Documents or the provisions of this Interim Order or the Prepetition Term Loan Documents or the Prepetition ABL Documents, as applicable, (iii) permit representatives of each of the DIP Agent, the Prepetition Term Loan Agent, the Prepetition ABL Agent such rights to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to conduct a collateral audit and analysis of their respective inventory and accounts, to tour the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, and independent public accountants as and to the extent provided in the DIP Loan Documents, the Prepetition Term Loan Documents, and/or the Prepetition ABL Documents, as applicable, and (iv) permit the DIP Agent, the Prepetition Term Loan Agent, and the Prepetition ABL Agent and their respective representatives to consult with the Debtors' management and advisors on matters concerning the general status of the Debtors' businesses, financial condition, and operations. Notwithstanding

anything to the contrary contained herein, nothing in this Interim Order shall require the Debtors to waive any right to attorney-client, work product, or similar privilege, and nothing in this Interim Order shall require the Debtors to provide the DIP Agent, the Prepetition Term Loan Agent, the Prepetition ABL Agent or their respective financial advisors with any information subject to attorney-client privilege or consisting of attorney work product.

13. **Proceeds of Subsequent Financing**. Without limiting the provisions and protections of Paragraph 12 above, if at any time prior to the Payment in Full of all the DIP Obligations (including subsequent to the confirmation of any chapter 11 plan or plans with respect to any of the Debtors), the Debtors' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d), or any other provision of the Bankruptcy Code in violation of the DIP Loan Documents, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall immediately be turned over to the DIP Agent until Payment in Full of the DIP Obligations.

14. **Cash Collection**. From and after the date of the entry of this Interim Order, all collections and proceeds of any DIP Collateral or services provided by any Debtor and all Cash Collateral which shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in the same bank accounts into which the collections and proceeds of the Prepetition Collateral were deposited under the Prepetition Term Loan Documents (or in such other accounts as are designated by the DIP Agent from time to time) (collectively, the "**Cash Collection Accounts**"), which accounts shall be subject to the sole dominion and control of the DIP Agent (and the funds in such accounts may be used by the Debtors to the extent provided in this Interim Order and the DIP Loan Documents). Upon the direction of the Requisite DIP Lenders or, following Payment in Full of

the DIP Obligations, the Prepetition Term Loan Agent or Prepetition ABL Agent, as applicable, at any time after the occurrence of a Termination Event, all proceeds in the Cash Collection Accounts shall be remitted (i) to the DIP Agent for application to the DIP Obligations until Payment in Full and (ii) then, in accordance with the priorities and terms of the Intercreditor Agreement, to the Prepetition Term Loan Agent in respect of the Term Priority Collateral for application to the Prepetition Term Loan Obligations until Payment in Full and to the Prepetition ABL Agent in respect of the ABL Priority Collateral for application to the Prepetition ABL Obligations until Payment in Full, and the DIP Agent, the Prepetition Term Loan Agent, and the Prepetition ABL Agent shall be entitled to take all action that is necessary or appropriate to effectuate the foregoing. Unless otherwise agreed to in writing by the Requisite DIP Lenders, the Requisite Prepetition Term Loan Lenders, and the Prepetition ABL Agent, the Debtors shall maintain no accounts except those identified in the Court's order approving the Debtors' continued operation of their cash management system (the "**Cash Management Order**"). The Debtors and the financial institutions where the Debtors' Cash Collection Accounts are maintained (including those accounts identified in any Cash Management Order) are authorized and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP Agent or, following Payment in Full of the DIP Obligations, the Prepetition Term Loan Agent or the Prepetition ABL Agent, in accordance with the terms of the Intercreditor Agreement. The Debtors are authorized to incur obligations and liabilities for treasury, depositary or cash management services, including overnight overdraft services, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services provided on a postpetition basis by any financial institution at which any Cash Collection Account is maintained; provided, however, that (i) any Lien securing

any such obligations shall be junior to the DIP Liens on the funds in the Cash Collection Accounts at such financial institution, and (ii) except to the extent otherwise required by this Court, nothing herein shall require any DIP Secured Party, Prepetition Term Loan Secured Party, or Prepetition ABL Secured Party to incur any overdrafts or provide any such services or functions to the Debtors.

15. **Disposition of Collateral**. Unless the DIP Obligations and the Prepetition Term Loan Obligations are Paid in Full upon the closing of a sale or similar transaction, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or the Term Priority Collateral (or enter into any binding agreement to do so) outside the ordinary course of business without the prior written consent of the requisite DIP Secured Parties under the DIP Loan Documents and the Prepetition Term Loan Agent (at the direction of the Requisite Term Loan Lenders) (and no such consent shall be implied from any other action, inaction, or acquiescence by any DIP Secured Party or Prepetition Term Loan Secured Party or any order of this Court), except as permitted in the DIP Loan Documents and/or the Prepetition Term Loan Documents, as applicable, and this Interim Order. Unless the Prepetition ABL Obligations are Paid in Full upon the closing of a sale or similar transaction, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the ABL Priority Collateral (or enter into any binding agreement to do so) outside the ordinary course of business without the prior written consent of the Prepetition ABL Agent (at the direction of the Requisite ABL Lenders) (and no such consent shall be implied from any other action, inaction, or acquiescence by any Prepetition ABL Secured Party or any order of this Court), except as permitted in the Prepetition ABL Loan Documents and this Interim Order.

16. **Rights and Remedies Upon Termination Event**. Any automatic stay otherwise applicable to the DIP Secured Parties, the Prepetition Term Loan Secured Parties, or the Prepetition ABL Secured Parties, is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the DIP Secured Parties, the Prepetition Term Loan Secured Parties, and/or the Prepetition ABL Secured Parties, as applicable, to exercise the following rights and remedies upon the occurrence and during the continuance of any Termination Event (as set forth in Paragraph 2(f) of this Interim Order):

(a) At any time after written notice of any Termination Event by the DIP Agent (at the direction of the Requisite DIP Lenders), Prepetition Term Loan Agent (at the direction of the Requisite Prepetition Term Loan Lenders), or the Prepetition ABL Agent (at the direction of the Requisite Prepetition ABL Lenders), as applicable, to the Debtors, the Committee, the Prepetition Term Loan Agent, the Prepetition ABL Agent, and the U.S. Trustee (such notice shall be referred to herein as a "**Termination Declaration,**" and the earliest date on which a Termination Declaration is provided shall be referred to herein as the "**Termination Declaration Date**"), and provided such Termination Event is not cured by the Debtors during such notice period, the DIP Secured Parties, Prepetition Term Loan Secured Parties, and/or the Prepetition ABL Secured Parties (solely with respect to the termination of the Debtors use of ABL Priority Collateral and the proceeds thereof, including Cash Collateral), as applicable, shall have the right to: (i) terminate any or all of the DIP Obligations; (ii) declare the principal amount then outstanding of, and the accrued interest on, any or all of the DIP Obligations and all other amounts payable by the Debtors under the DIP Loan Documents to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest, or other formalities of any kind, all of which are hereby expressly waived by the Debtors;

(iii) terminate the DIP Facility and any DIP Loan Document as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Obligations or the DIP Liens securing the DIP Obligations; (iv) declare a termination, reduction, or restriction on the ability of the Debtors to use any proceeds of the DIP Facility, DIP Collateral and/or Prepetition Collateral, including Cash Collateral (except as permitted in Paragraph 16(b) below); (v) reduce any claim to judgment; (vi) take any other action permitted by law; and/or (vii) take any action permitted to be taken by the DIP Loan Documents during the continuance of any Termination Event.

(b) Five (5) Business Days following a Termination Declaration Date (provided that the Debtors have not cured the existing Termination Events during such period), the DIP Secured Parties, and, upon Payment in Full of the DIP Obligations, the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties, in accordance with the terms of the Intercreditor Agreement, shall have further relief from the automatic stay, without further order of this Court, to the extent necessary to foreclose on all or any portion of the DIP Collateral or Prepetition Collateral, as applicable, collect accounts receivable, and apply the proceeds thereof to the DIP Obligations, Prepetition Term Loan Obligations, and/or the Prepetition ABL Obligations, as applicable, occupy the Debtors' premises to sell or otherwise dispose of the DIP Collateral or Prepetition Collateral, as applicable, or otherwise exercise remedies against the DIP Collateral or Prepetition Collateral, as applicable, permitted by applicable nonbankruptcy law. During the five (5) Business Day period after a Termination Declaration Date, the Debtors, the DIP Agent, the Prepetition Term Loan Agent, the Prepetition ABL Agent, and any Committee shall be entitled to an emergency hearing before the Court for the purpose of contesting whether a Termination Event has occurred and section 105 of the Bankruptcy Code may not be invoked by the Debtors, the Committee, or any other party in interest in an effort to restrict or preclude any DIP Secured Party

from exercising any rights or remedies set forth in this Interim Order or the DIP Loan Documents. Unless during such period the Court determines that a Termination Event has not occurred and/or is not continuing, the automatic stay, as to the DIP Secured Parties (and, upon Payment in Full of the DIP Obligations, as to the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties, in accordance with the terms of the Intercreditor Agreement), shall automatically terminate at the end of such five (5) Business Day period, without further notice or order. During such five (5) Business Day period, which period shall run concurrently with any other notice or cure period provided for in this Interim Order or the DIP Loan Documents, the Debtors shall not be permitted to use Cash Collateral or any amounts under the DIP Facility except to pay payroll and other expenses critical to avoid immediate and irreparable harm to the Debtors' business and assets (and in no event in violation of the Budget Covenants). For the avoidance of doubt, (i) the Prepetition Term Loan Secured Parties shall also have the benefit of the automatic stay relief and other provisions set forth in this Paragraph 16 upon the Payment in Full of the DIP Obligations with respect to any Termination Event, and (ii) the Prepetition ABL Secured Parties shall also have the benefit of the automatic stay relief and other provisions set forth in this Paragraph 16 upon the Payment in Full of the DIP Obligations with respect to any Termination Event, in each case subject to the terms of this Interim Order and the terms of the Intercreditor Agreement.

(c) All proceeds realized in connection with the exercise of the rights and remedies of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, shall be turned over to the DIP Agent for application to the other DIP Obligations under, and in accordance with, the provisions of the DIP Loan Documents until Payment in Full of the DIP Obligations; provided, that in the event of the liquidation of the Debtors' estates after the occurrence and during the continuance of a Termination Event, the Carve-Out shall be funded into a segregated account

exclusively (i) first, from proceeds of any unencumbered assets of the Debtors, and (ii) then from Cash Collateral received by the DIP Agent subsequent to the date of termination of the DIP Obligations and prior to the distribution of any such Cash Collateral to any other parties in interest.

(d) Subject to entry of the Final Order, and notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent or the other DIP Secured Parties contained in this Interim Order or the DIP Loan Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Loan Documents, upon five (5) Business Days' written notice to the Debtors and any landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual property that a Termination Event has occurred and is continuing, the DIP Agent (at the direction of the Requisite DIP Lenders) (i) may enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents, or any other similar assets of the Debtors, which are owned by or subject to a Lien of any third party and which are used by Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this Paragraph 16(d) without interference from lienholders or licensors thereunder, subject to such lienholders' or licensors' rights under applicable law; provided, however, that the DIP Agent, on behalf of the DIP Secured Parties, shall pay only rent and additional rent, fees, royalties, or other obligations of the Debtors that first arise after the written notice referenced above from the DIP Agent and that accrue during the period of such occupancy or use by such DIP Agent calculated on a *per diem* basis. Nothing herein shall require the Debtors, the DIP Agent, or the other DIP Secured Parties to assume any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights

afforded to the DIP Agent and the other DIP Secured Parties in this Paragraph 16(d). Notwithstanding anything to the contrary herein, the DIP Agent and the other DIP Secured Parties may only enter upon a leased premises of the Debtors after a Termination Event in accordance with (i) a separate written agreement among the DIP Agent, the other DIP Secured Parties, and the applicable landlord for the leased premises, (ii) pre-existing rights of the DIP Agent or the other DIP Secured Parties under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such access to the leased premises after notice and an opportunity to be heard for the applicable landlord for the leased premises.

(e) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to the terms of this Interim Order and the DIP Loan Documents as necessary to (i) permit the Debtors to grant the Adequate Protection Replacement Liens and the DIP Liens and to incur all liabilities and obligations to the Prepetition Secured Parties and the DIP Secured Parties under the DIP Loan Documents, the DIP Facility, and this Interim Order, (ii) authorize the DIP Secured Parties and the Prepetition Secured Parties to retain and apply payments hereunder, including, without limitation, the refinancing of the Prepetition ABL Debt as provided in this Interim Order; and (iii) otherwise to the extent necessary to implement and effectuate the provisions of this Interim Order.

17. **Restriction on Use of Proceeds**. Notwithstanding anything herein to the contrary (including, without limitation, in Paragraph 9 hereof), no loans and/or proceeds from the DIP Facility, DIP Collateral, Cash Collateral (including any prepetition retainer held by any professionals for the below-referenced parties), Prepetition Collateral, or any portion of the Carve-Out may be used by (a) any Debtor, any Committee or trustee or other estate representative

appointed in the Cases or any Successor Cases (or to pay any professional fees and disbursements incurred in connection therewith) prosecute any Challenge or any other litigation in connection with the value of the Prepetition Collateral or the DIP Collateral; and (b) any of the Debtors, any Committee, and any trustee or other estate representative appointed in the Cases or any Successor Cases (or to pay any professional fees and disbursements incurred in connection therewith): (i) request authorization to obtain postpetition loans or other financial accommodations pursuant to Bankruptcy Code section 364(c) or (d), or otherwise, other than from the DIP Secured Parties; (ii) assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, any or all of the DIP Secured Parties, the Prepetition Secured Parties, and their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (A) any Challenges and any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (B) any action with respect to the validity, enforceability, priority, and extent of the DIP Obligations and/or the respective Prepetition Secured Obligations, or the validity, extent, and priority of the DIP Liens, the Prepetition Liens, or the Adequate Protection Replacement Liens; (C) any action seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Liens, the other DIP Protections, the Prepetition Liens, the Adequate Protection Replacement Liens, or the other Prepetition Term Loan Secured Parties' Adequate Protection or Prepetition ABL Secured Parties' Adequate Protection; (D) except to contest in good faith the occurrence or continuance of any Termination Event as permitted in Paragraph 16, any action seeking, or having the effect of, preventing, hindering, or otherwise delaying any or all of the DIP

Secured Parties' (and, after the Payment in Full of the DIP Obligations, the Prepetition Term Loan Secured Parties' and the Prepetition ABL Secured Parties', in accordance with the terms of the Intercreditor Agreement) assertion, enforcement, or realization on the Cash Collateral or the DIP Collateral in accordance with the DIP Loan Documents, the Prepetition Term Loan Documents, or the Prepetition ABL Loan Documents, as applicable, or this Interim Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties, the Prepetition Term Loan Secured Parties, or the Prepetition ABL Secured Parties hereunder or under the DIP Loan Documents, the Prepetition Term Loan Documents, or the Prepetition ABL Loan Documents, as applicable; provided, that only up to $50,000 in the aggregate of the Carve-Out, any DIP Collateral, any Prepetition Collateral, any Cash Collateral or proceeds of the DIP Facility may be used by the Committee (to the extent such committee is appointed) to investigate (but not prosecute) the extent, validity, and priority of the Prepetition Secured Obligations, the Prepetition Liens, or any other claims against the Prepetition Secured Parties so long as such investigation occurs within the Challenge Period; (iii) pay any fees or similar amounts to any person (other than the Prepetition Secured Parties) who has proposed or may propose to purchase interests in any of the Debtors without the prior written consent of the Requisite DIP Lenders; or (iv) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral, unless otherwise permitted hereby, without the consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable.

18. **Proofs of Claim**. Upon entry of the Final Order, the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties will not be required to file proofs of claim in any of the Cases or Successor Cases for any claim allowed herein. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition Term Loan Secured

Parties and the Prepetition ABL Secured Parties. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases to the contrary, the Prepetition Term Loan Agent for the benefit of itself and the other Prepetition Term Loan Secured Parties, and the Prepetition ABL Agent for the benefit of itself and the Prepetition ABL Lenders, are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or single consolidated master proof of claim in the Cases or Successor Cases for any claim allowed herein and such master proof of claim shall be deemed to constitute the filing of such proof of claim in each of the Cases of all Debtors against whom a claim may be asserted.

19. **Preservation of Rights Granted Under the Interim Order**.

(a) No Non-Consensual Modification or Extension of Interim Order. The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Interim Order without the prior written consent of the Requisite DIP Lenders, the Requisite Prepetition Term Loan Lenders, and the Prepetition ABL Agent (solely to the extent the interests of the Prepetition ABL Secured Parties are adversely affected by such amendment, modification or extension) and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Secured Parties or any of the Prepetition Secured Parties. In the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, such modification, amendment, or vacatur shall not affect the validity, perfection, priority, allowability, enforceability, or non-avoidability of any advances, payments, or use of cash whether previously or hereunder, or lien, claim, or priority authorized or created hereby. Based on the findings set forth in this Interim Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility contemplated by this

Interim Order, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to the protections provided in section 364(e) of the Bankruptcy Code, and no such reversal, modification, vacatur, or stay shall affect (i) the validity, priority, or enforceability of any DIP Protections and the Prepetition Secured Parties' Adequate Protection granted or incurred prior to the actual receipt of written notice by the DIP Agent, the Prepetition Term Loan Agent, or the Prepetition ABL Agent, as the case may be, of the effective date of such reversal, modification, vacatur, or stay or (ii) the validity or enforceability of any lien or priority authorized or created hereby or pursuant to the DIP Loan Documents with respect to any DIP Obligations and the Prepetition Secured Parties' Adequate Protection. Notwithstanding any such reversal, modification, vacatur, or stay, any use of Cash Collateral or any DIP Obligations or Prepetition Secured Parties' Adequate Protection incurred or granted by the Debtors prior to the actual receipt of written notice by the DIP Agent, the Prepetition Term Loan Agent, or the Prepetition ABL Agent, as applicable, of the effective date of such reversal, modification, vacatur, or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to all of the DIP Protections and Prepetition Secured Parties' Adequate Protection, as the case may be, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted in section 364(e) of the Bankruptcy Code, this Interim Order, and pursuant to the DIP Loan Documents with respect to all uses of Cash Collateral and all DIP Obligations and Prepetition Secured Parties' Adequate Protection.

(b) Dismissal. If any order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance

with sections 105 and 349 of the Bankruptcy Code), to the fullest extent permitted by law, that (i) the DIP Protections and the Prepetition Secured Parties' Adequate Protection shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations have been Paid in Full, the Prepetition Term Loan Obligations have been Paid in Full, and the Prepetition ABL Obligations have been Paid in Full in cash or otherwise satisfied in full (and that all DIP Protections and the Prepetition Secured Parties' Adequate Protection shall, notwithstanding such dismissal, remain binding on all parties in interest), and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Secured Parties' Adequate Protection.

(c) Survival of Interim Order. The provisions of this Interim Order and the DIP Loan Documents, any actions taken pursuant hereto or thereto, and all of the DIP Protections, the Prepetition Secured Parties' Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization in any Case, converting any Case to a case under chapter 7, dismissing any of the Cases, withdrawing of the reference of any of the Cases or any Successor Cases or providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court, or terminating the joint administration of these Cases or by any other act or omission except as otherwise provided therein. The terms and provisions of this Interim Order, including all of the DIP Protections, the Prepetition Secured Parties' Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties, shall continue in full force and effect notwithstanding the entry of any such order, and such DIP Protections and

Prepetition Secured Parties' Adequate Protection shall continue in these proceedings and in any Successor Cases, and shall maintain their respective priorities as provided by this Interim Order. Subject to the provisions of this Interim Order and the DIP Loan Documents that permit the treatment of the DIP Obligations under the DIP Facility pursuant to a chapter 11 plan with respect to any of the Debtors, the DIP Obligations shall not be discharged by the entry of an order confirming a chapter 11 plan, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code, subject to entry of the Final Order.

20. **Insurance Policies**. Upon entry of this Interim Order, the DIP Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition ABL Secured Parties shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees on each insurance policy maintained by the Debtors which in any way relates to the Collateral, subject in all respects to the Intercreditor Agreement and the relative priorities set forth therein and in this Interim Order.

21. **Other Rights and Obligations**.

(a) Expenses. As and to the extent provided in the DIP Loan Documents, and to the extent set forth in the Approved Budget, the applicable Debtors will pay all reasonable fees of the DIP Agent and all reasonable expenses incurred by the DIP Agent and DIP Lenders (including, without limitation, the reasonable fees and disbursements of all counsel for the DIP Agent and DIP Lenders and any internal or third-party appraisers, consultants, and auditors advising the DIP Agent).

(b) Notice of Professional Fees. Professionals for the DIP Secured Parties and the Prepetition Secured Parties (collectively, the "**Lender Professionals**") shall not be required to comply with the U.S. Trustee fee rules or guidelines or submit invoices to the Court, U.S. Trustee,

any Committee or any other party-in-interest absent further court order. Copies of summary invoices shall be submitted to the Debtors, the U.S. Trustee and counsel for any Committee by such Lender Professionals; provided, however, that such summary invoices shall contain time records. The summary invoices shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses; provided, however, that such summary invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such summary invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine. If the Debtors, U.S. Trustee, or counsel for any Committee object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection, the Debtors, U.S. Trustee, or the Committee, as the case may be, shall file with the Court and serve on such Lender Professionals an objection (the "**Fee Objection**") limited to the issue of the reasonableness of such fees and expenses within ten (10) days of receipt of such invoices. Any hearing on an objection to payment of any fees, costs, and expenses set forth in a professional fee invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms and conditions of this Interim Order the undisputed fees, costs, and expenses reflected on any invoice to which a Fee Objection has been timely filed. The Debtors shall indemnify the DIP Agent and the DIP Lenders (and other applicable parties) to the extent set forth in the DIP Loan Documents, including, without limitation, as provided in Section 9.6 of the DIP Credit Agreement. All such unpaid fees, costs, expenses, charges, and indemnities of the DIP Agent that have not been disallowed by this Court on the basis of an objection filed by the U.S. Trustee or the Committee (or any subsequent trustee

of the Debtors' estates) in accordance with the terms hereof shall constitute DIP Obligations and shall be secured by the DIP Collateral as specified in this Interim Order.

(c) Binding Effect. Subject to Paragraph 8 above, the provisions of this Interim Order, including all findings herein, and the DIP Loan Documents shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any Committee, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), whether in any of the Cases, in any Successor Cases, or upon dismissal of any such Case or Successor Case; provided, however, that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Case or Successor Case.

(d) No Waiver. Neither the failure of the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the Prepetition Secured Loan Documents, or otherwise (or any delay in seeking or exercising same), nor the failure of the DIP Secured Parties to seek relief or otherwise exercise their respective rights and remedies under this Interim Order, the DIP Loan Documents, or otherwise (or any delay in seeking or exercising same), shall constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Nothing contained in this Interim Order (including, without limitation, the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to any Prepetition Secured Party or any DIP Secured Party,

including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract, or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). Except as prohibited by this Interim Order, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, the ability of the Prepetition Secured Parties or the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of the Cases to cases under chapter 7, dismissal of the Cases, or the appointment of a trustee in the Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any chapter 11 plan or plans with respect to any of the Debtors, or (iii) except as expressly provided herein, exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties, respectively. Except to the extent otherwise expressly provided in this Interim Order, neither the commencement of the Cases nor the entry of this Interim Order shall limit or otherwise modify the rights and remedies of the Prepetition Secured Parties with respect to non-Debtor entities or their respective assets, whether such rights and remedies arise under the Prepetition Secured Loan Documents, applicable law, or equity. Nothing in this Interim Order or in any DIP Loan Document shall in any way modify the terms of the Intercreditor Agreement or the rights, and obligations of the parties thereunder. The Intercreditor Agreement shall continue to apply to the Prepetition Term Loan Obligations converted to DIP Obligations pursuant to the Roll-Up Revolving Loans.

(e) No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary. None of the DIP Agent or the DIP Lenders shall be, solely by reason of having made loans under the DIP Facility, shall (i) be deemed to be in control

of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (a such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute) or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

(f) No Marshaling. Subject to the entry of the Final Order, neither the DIP Secured Parties nor the Prepetition Secured Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as applicable.

(g) Amendments. The Debtors are authorized and empowered, without further notice and hearing or approval of this Court, to amend, modify, supplement, or waive any non-material provision of the DIP Loan Documents in accordance with the provisions thereof. No waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by or on behalf of all the Debtors and the DIP Agent (at the direction of Requisite DIP Lenders) and, except as provided herein, approved by this Court. Notwithstanding the foregoing, no waiver, modification or amendment of any of the provisions of this Interim Order or the DIP Loan Documents that would directly and adversely affect the rights or interests of the Prepetition Term Loan Secured Parties or the Prepetition ABL Secured Parties, as applicable, shall be effective unless also consented to in writing by the adversely affected Prepetition Term Loan Agent (at the direction of the Requisite Prepetition Term Loan Lenders) and/or the Prepetition ABL Agent (on behalf of the Prepetition ABL Secured Parties). Without limiting the foregoing, and for avoidance of doubt, a modification or amendment that increases the maximum principal amount of the DIP Facility and provides for the priming of the Prepetition ABL Liens shall be

deemed to adversely affect the Prepetition ABL Secured Parties such that the prior written consent of the Prepetition ABL Agent shall be required.

(h) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents and of this Interim Order, the provisions of this Interim Order shall govern and control. Notwithstanding anything to the contrary contained in any other orders of this Court, any payment made or to be made under such orders, any authorization contained in such orders, or any claim for which payment is authorized under such orders shall be subject to the requirements imposed on the Debtors under this Interim Order, the Budget, and the DIP Loan Documents.

(i) Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry.

(j) Reservation of Rights. Nothing in this Interim Order shall be deemed to constitute the consent of the DIP Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition ABL Secured Parties, and each of the foregoing expressly reserve the right to object, to entry of any Order of the Court that provides for the sale of all or substantially all of the assets of the Debtors to any party unless, in connection and concurrently with any such event, the proceeds of such sale are or will be sufficient to Pay in Full the DIP Obligations, the Prepetition Term Loan Obligations, the Prepetition Term Loan Secured Parties' Adequate Protection, the

Prepetition ABL Obligations, and the Prepetition ABL Secured Parties' Adequate Protection, and all of the foregoing are Paid in Full on the closing date of such sale.

(k) Headings. Paragraph headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in, interpreting this Interim Order.

22. **Final Hearing**

(a) Final Hearing Date and Time. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for [●], 2020 at [●] a.m./p.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the District of Delaware. The proposed Final Order shall be substantially the same as the Interim Order except that those provisions in the Interim Order that are subject to the entry of the Final Order shall be included in the Final Order without such qualification. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) Final Hearing Notice. Within three (3) Business Days of the entry of this Interim Order, the Debtors shall serve, by United States mail, first-class postage prepaid, (such service constituting adequate notice of the Final Hearing) (i) notice of the entry of this Interim Order and of the Final Hearing (the "**Final Hearing Notice**") and (ii) a copy of this Interim Order, on the parties having been given notice of the Interim Hearing and to any other party that has filed a request for notices with this Court and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than [●], 2020 at 4:00 p.m. (prevailing Eastern

time) (the "**Objection Deadline**"), which objections shall be served so that the same are received on or before such date by: (a) counsel for the Debtors, DLA Piper LLP (US), 1201 North Market Street, Suite 2100, Wilmington, Delaware 19801, Attn: Stuart Brown (staurt.brown@dlapiper.com); (b) counsel for the DIP Lender and the Prepetition Term Loan Lender, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: James Ktsanes (james.ktsanes@lw.com) and Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Brett M. Neve (brett.neve@lw.com); and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Andrew Magaziner (amagaziner@ycst.com) and Catherine C. Lyons (clyons@ycst.com); (c) counsel to the Prepetition ABL Agent, Greenberg Traurig, LLP, 2200 Ross Avenue, Suite 5200, Dallas, TX 75201, Attn: Nan B. Braley (braleyn@gtlaw.com) and Greenberg Traurig, LLP, 1007 North Orange Street, Suite 1200, Wilmington, DE 19801, Attn: Dennis A. Meloro (melorod@gtlaw.com); (d) counsel to the DIP Agent and the Prepetition Term Loan Agent, Seward & Kissel, LLP, One Battery Park Plaza, New York, NY 10004, Attn: John R. Ashmead (ashmead@sewkis.com) and Gregg S. Bateman (bateman@sewkis.com); (e) Office of the U.S. Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801, Attn: Linda J. Casey (linda.casey@usdoj.gov); and (f) counsel to any Committee, and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, in each case to allow actual receipt of the foregoing no later than the Objection Deadline.

23. **Retention of Jurisdiction**. The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Exhibit A

Initial Approved Budget

(see attached)

Comcar Industries, Inc.
DIP Cash Flow Forecast

Forecast Week Number	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**		
	FILING														
$ in thousands															
Week Ending:	**5/22/20**	**5/29/20**	**6/5/20**	**6/12/20**	**6/19/20**	**6/26/20**	**7/3/20**	**7/10/20**	**7/17/20**	**7/24/20**	**7/31/20**	**8/7/20**	**8/14/20**	**Total**	**Thereafter**
Receipts															
Total Operating Receipts	$ 2,669	$ 2,670	$ 2,670	$ 2,670	$ 2,658	$ 2,606	$ 2,599	$ 2,445	$ 2,092	$ 2,075	$ 1,989	$ 1,587	$ 1,616	$ 30,347	$ 6,397
Timing of Holdbacks	-	-	-	-	-	-	-	-	540	-	250	540	-	1,330	1,890
Total Receipts	2,669	2,670	2,670	2,670	2,658	2,606	2,599	2,445	2,632	2,075	2,239	2,127	1,616	31,676	8,287
Operating Disbursements															
Payroll and Benefits	(1,211)	(1,486)	(1,088)	(1,468)	(1,046)	(1,047)	(1,399)	(970)	(764)	(349)	(158)	(40)	(78)	(11,105)	-
Fuel and Maintenance	(700)	(481)	(602)	(602)	(602)	(602)	(602)	(220)	(110)	(55)	-	-	-	(4,574)	-
Rent	(62)	-	(127)	-	-	-	(127)	-	-	-	-	-	-	(316)	-
Insurance	(913)	(85)	(1,172)	(150)	(170)	(110)	(377)	(146)	(170)	(95)	(95)	(71)	(35)	(3,588)	-
Other	(213)	(339)	(270)	(215)	(342)	(115)	(578)	(211)	(170)	(85)	(123)	(35)	(35)	(2,730)	-
Total Operating Disbursements	(3,099)	(2,392)	(3,258)	(2,435)	(2,160)	(1,874)	(3,082)	(1,547)	(1,214)	(584)	(376)	(146)	(148)	(22,314)	-
Non-Operating Disbursements															
DIP Interest and Fees	-	-	(61)	-	-	-	(125)	-	-	-	-	(62)	-	(248)	(450)
Utility Deposits	(13)	(13)	(13)	(13)	-	-	-	-	-	-	-	-	-	(50)	-
Critical Vendor	(250)	(188)	(188)	(125)	-	-	-	-	-	-	-	-	-	(750)	-
KERP/KEIP	-	-	-	-	-	-	(258)	-	(149)	-	(376)	-	(896)	(1,679)	(324)
Wind Down Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(800)
Professional Fee Escrow Funding	-	-	-	-	-	-	-	(350)	(350)	(328)	(328)	(328)	(648)	(2,330)	(2,890)
Total Non-Operating Disbursements	(263)	(200)	(261)	(138)	-	-	(382)	(350)	(499)	(328)	(703)	(390)	(1,543)	(5,057)	(4,464)
Net Cash Flow	**$ (692)**	**$ 78**	**$ (849)**	**$ 98**	**$ 498**	**$ 732**	**$ (865)**	**$ 548**	**$ 919**	**$ 1,163**	**$ 1,160**	**$ 1,592**	**$ (76)**	**$ 4,306**	**$ 3,823**
DIP Facility															
Beginning Balance	12,867	13,367	13,367	14,245	14,245	14,245	14,245	9,719	9,719	5,527	4,364	3,204	1,612	12,867	1,688
Draw/(Paydown)	500	-	877	-	-	-	(4,525)	-	(4,192)	(1,163)	(1,160)	(1,592)	76	(11,179)	(1,688)
Ending Balance	13,367	13,367	14,245	14,245	14,245	14,245	9,719	9,719	5,527	4,364	3,204	1,612	1,688	1,688	-
Last Out Facility															
Beginning Balance	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Draw/(Paydown)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,500)
Ending Balance	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-
Funding Account															
Beginning Balance	455	1,006	1,084	1,112	1,210	1,708	2,440	1,574	2,123	800	800	800	800	455	800
Inflow/(Outflow)	551	78	28	98	498	732	(865)	548	(1,323)	0	0	-	-	345	(365)
Ending Balance	1,006	1,084	1,112	1,210	1,708	2,440	1,574	2,123	800	800	800	800	800	800	435
Float	500	500	500	500	500	500	300	300	300	300	300	300	300	300	300
Book Cash	**$ 506**	**$ 584**	**$ 612**	**$ 710**	**$ 1,208**	**$ 1,940**	**$ 1,274**	**$ 1,823**	**$ 500**	**$ 500**	**$ 500**	**$ 500**	**$ 500**	**$ 500**	**$ 135**

Exhibit B

DIP Credit Agreement

(see attached)

SENIOR SECURED PRIMING AND SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of

May [____], 2020

among

COMCAR INDUSTRIES, INC.,
as a Debtor, a Debtor-in-Possession and a Borrower,

Certain of its Subsidiaries,
each as a Debtor, a Debtor-in-Possession and a Subsidiary Borrower,

The Lenders Party Hereto

and

U.S. BANK NATIONAL ASSOCIATION,
as Disbursing Agent and Collateral Agent

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SENIOR SECURED PRIMING AND SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of May [___], 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), among COMCAR INDUSTRIES, INC., a Florida corporation, as a borrower, a debtor and a debtor-in-possession (the "Company"), the Subsidiaries of the Company identified on the signature pages hereto as Borrowers and any other Subsidiaries of the Company which may become Borrowers hereunder pursuant to Section 5.14, each as a borrower, a debtor and a debtor-in-possession (collectively referred to as the "Subsidiary Borrowers") (hereinafter, the Company and the Subsidiary Borrowers are collectively referred to as the "Borrowers" or individually referred to as a "Borrower"), the Lenders party hereto, and U.S. BANK NATIONAL ASSOCIATION, as disbursing agent (together with its successors and assigns in such capacity, the "Disbursing Agent"), and as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, on May [_], 2020 (the "Petition Date"), the Company and all of the Subsidiary Borrowers commenced Chapter 11 Case Nos. [__] through [__], as administratively consolidated at Chapter 11 Case No. [__] (each a "Chapter 11 Case" and collectively, the "Chapter 11 Cases") by filing separate voluntary petitions for reorganization under Chapter 11, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, from and after the Petition Date, the Borrowers are continuing to operate their business and manage their properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers have requested, and the Lenders have agreed to provide to the Borrowers, a $13,666,386.40 senior secured, superpriority revolving loan credit facility subject to the terms and conditions set forth in this Agreement, the proceeds of which will be used in accordance with Section 5.08 hereof; provided that, until the Final DIP Order (as defined below) shall have been entered by the Bankruptcy Court, the aggregate amount of such facility that is made available to the Borrowers shall not exceed the aggregate principal amount thereof that is permitted to be incurred by the Borrowers by the Interim Order (as defined below);

WHEREAS, the Borrowers, U.S. Bank National Association, as the disbursing agent and the collateral agent (in such capacity, the "Pre-Petition Term Agent"), and the Pre-Petition Term Lenders (as defined below) are parties to that certain Second Amended and Restated Credit Agreement, dated as of November 16, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of July 31, 2019, as amended by that certain Second Amendment to Credit Agreement and Waiver, dated as of April 6, 2020, and as further amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "Pre-Petition Term Credit Agreement");

WHEREAS, the Borrowers, Sterling National Bank (as successor-in-interest to NewStar Business Credit, LLC), as administrative agent (in such capacity, the "Pre-Petition ABL Agent"), and the Pre-Petition ABL Lenders (as defined below) are parties to that certain Loan and Security Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "Pre-Petition ABL Credit Agreement");

WHEREAS, the Pre-Petition ABL Agent and the Pre-Petition Term Agent are parties to that certain Amended and Restated Subordination and Intercreditor Agreement, dated as of November 16, 2016 (as amended by that certain First Amendment to Subordination and Intercreditor Agreement, dated as of July 31, 2019, as amended by that certain Second Amendment to Subordination and Intercreditor Agreement, dated as of December 17, 2019, as amended by that Third Amendment to Subordination and Intercreditor Agreement dated as of March 3, 2020, as amended by that certain Fourth Amendment to Subordination and Intercreditor Agreement, dated as of April 6, 2020, and as further amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "Pre-Petition Intercreditor Agreement"), which governs the respective rights and priorities of the Pre-Petition ABL Secured Parties (as defined below) and the Pre-Petition Term Secured Parties (as defined below) with respect to the Collateral (as defined therein);

WHEREAS, pursuant to the Interim Order (as defined below), the Pre-Petition ABL Agent has consented to the terms of this Agreement and the other Loan Documents and agreed to accept payment of $[11,534,015.58][1] with the proceeds of the initial DIP Revolving Loans (as defined below) on the Closing Date (as defined below) in exchange for the permanent reduction of the Revolving Credit Limit and payment of outstanding Obligations (each as defined in the Pre-Petition ABL Credit Agreement) to an amount not to exceed $2,500,000 as of the paydown date and certain other terms and conditions, as more fully described in the Interim Order; and

WHEREAS, certain of the Borrowers and Centerstate Bank, N.A. (as successor by merger to Platinum Bank) ("Pre-Petition Real Estate Lender"), are parties to that certain Loan Agreement, dated as of December 18, 2014 (as amended by that certain First Amendment, dated February 14, 2020, and as further amended or otherwise modified on or prior to the Petition Date, the "Pre-Petition Real Estate Credit Agreement"), pursuant to which such Borrowers have granted the Pre-Petition Real Estate Lender first-priority liens on certain real property owned by such Borrowers that are located in Florida that also secure the Pre-Petition Term Obligations (as defined below) under the Pre-Petition Term Credit Agreement.

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

ARTICLE I

Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

[1] NTD: To be the amount that results in $2.5MM outstanding under the Pre-Petition ABL Credit Agreement as of the date of paydown.

"ABR", when used in reference to any DIP Revolving Loan or Borrowing, refers to whether such DIP Revolving Loan, or the DIP Revolving Loans comprising such Borrowing, is bearing interest at a rate determined by reference to the Alternate Base Rate.

"Account" shall have the meaning set forth in Article 9 of the UCC.

"Account Control Agreement" means, with respect to any Deposit Account of a Borrower, an account control agreement in form and substance acceptable to the Collateral Agent.

"Account Debtor" means any Person obligated on an Account.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) (i) the LIBO Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate and (b) 1.00%.

"Affiliate" means, with respect to a specified 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.

"Agency Fee Letter" means that certain Loan Agency Services letter agreement executed and delivered by the Company in favor of the Agents, as amended, modified or replaced from time to time, the form and substance of which is reasonably satisfactory to the Agents.

"Agents" means the Disbursing Agent and the Collateral Agent.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1%, (c) the Adjusted LIBO Rate (after giving effect to any Adjusted LIBO Rate "floor") for a one month interest period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, and (d) 2.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate, or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate, or the Adjusted LIBO Rate, respectively.

"Applicable Percentage" with respect to any Lender means the percentage obtained by dividing (a) such Lender's DIP Revolving Loan Commitment, by (b) the total DIP Revolving Loan Commitments, provided that if the total DIP Revolving Loan Commitments have been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the DIP Revolving Loans and the denominator shall be the aggregate unpaid principal amount of the DIP Revolving Loans.

"Applicable Rate" means, for any day, with respect to any ABR Loan or Eurodollar Loan, as the case may be, the applicable rate per annum set forth below under the caption "ABR Spread" or "Eurodollar Spread", as the case may be:

ABR Spread	Eurodollar Spread

8.50%	9.50%

"Approved Budget" means the aggregate, without duplication, of all items that are set forth in the Initial Approved Budget and any Supplemental Approved Budget.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), substantially in the form of Exhibit A.

"Availability" means, as of any date of determination, the amount by which (a) the Maximum DIP Revolving Loan Balance exceeds (b) the aggregate outstanding principal balance of DIP Revolving Loans; provided, that at all times prior to the entry of the Final DIP Order by the Bankruptcy Court, Availability shall mean the lesser of (a) the amount calculated above and (b) the amount permitted by the Interim Order.

"Availability Certificate" means a duly completed certificate of the Company on behalf of the Borrowers in substantially the form of Exhibit E.

"Avoidance Actions" shall have the meaning set forth in the DIP Orders.

"Bankruptcy Code" has the meaning assigned to such term in the preamble to this Agreement.

"Bankruptcy Court" has the meaning assigned to such term in the preamble to this Agreement.

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Required Lenders and the Borrowers giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. dollar-denominated syndicated credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Required Lenders and the Borrowers giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement

of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar- denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Required Lenders decide may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Disbursing Agent in a manner substantially consistent with market practice (or, if the Required Lenders decide that adoption of any portion of such market practice is not administratively feasible or if the Required Lenders determine that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Required Lenders decide is reasonably necessary in connection with the administration of this Agreement), provided that any such changes shall be administratively feasible for the Disbursing Agent.

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the LIBO Rate:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of

(a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBO Rate permanently or indefinitely ceases to provide the LIBO Rate; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the LIBO Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the LIBO Rate announcing that such administrator has ceased or will cease to provide the LIBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBO Rate, a resolution authority with jurisdiction over the administrator for the LIBO Rate or a court or an entity with similar insolvency or resolution authority over

the administrator for the LIBO Rate, which states that the administrator of the LIBO Rate has ceased or will cease to provide the LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate announcing that the LIBO Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Required Lenders by notice to the Borrowers, the Disbursing Agent and the Lenders.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with the Section titled "Effect of Benchmark Transition Event" and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to the Section titled "Effect of Benchmark Transition Event."

"Beneficiary" means each of the Disbursing Agent, the Collateral Agent and the Lenders.

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

"Borrower" and "Borrowers" has the meaning assigned to such terms in the preamble to this Agreement.

"Borrowing" means a DIP Revolving Loan made on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Company on behalf of the Borrowers for a DIP Revolving Loan in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"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 the Company and its Subsidiaries prepared in accordance with GAAP.

"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.

"Carve-Out" shall have the meaning set forth in the DIP Orders.

"Cash Collateral" shall have the meaning set forth in the DIP Orders.

"Certificate of Title" and "Certificates of Title" has the meaning assigned to such terms in Section 3.05(c).

"Change in Control" means (a) B2 FIE VII LLC and its affiliates shall cease to own, free and clear of all Liens or other encumbrances, 51% of the outstanding voting Equity Interests of the Company on a fully diluted basis; or (b) the Company shall cease to own, free and clear of all Liens or other encumbrances (other than Liens securing the Obligations and Liens securing the Pre-Petition Loan Documents and other Liens permitted by Section 6.02), directly or indirectly, 100% of the outstanding voting Equity Interests of each of the other Borrowers on a fully diluted basis, except for dispositions, sales or other liquidations of any Borrower permitted by this Agreement.

"Change in Law" means (a) the adoption of any law, rule or regulation after the Closing Date, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or compliance by any Lender (or, for purposes of Section 2.11(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided that notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Chapter 11 Case" and "Chapter 11 Cases" have the meaning assigned to such terms in the preamble to this Agreement.

"Chapter 11 Events and Circumstances" means, collectively, (i) the filing of the Chapter 11 Cases (and any defaults under prepetition agreements, so long as the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code or such agreements are

voided or invalidated by the Bankruptcy Court), (ii) any other event specifically described in a [declaration] in support of the Chapter 11 petition and first-day motion dated [●], and (iii) the existence of any claim or liability that is pre-petition, unsecured and junior in priority to the Obligations.

"Closing Date" means the date on which all conditions precedent set forth in Section 4.01 are satisfied or waived by the Disbursing Agent and all Lenders.

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

"Collateral" means any and all property owned, leased or operated by any Loan Party and any and all other property of any Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of Collateral Agent, on behalf of itself, the Disbursing Agent and the Lenders, to secure the Secured Obligations. Without limiting the generality of the foregoing, "Collateral" shall include all rights of a Loan Party under section 506(c) of the Bankruptcy Code (solely upon entry of the Final DIP Order), all "property of the estate" (within the meaning of the Bankruptcy Code) of a Loan Party of any kind or nature, real or personal, tangible, intangible or mixed, and all rents, products, substitutions, accessions, profits, replacements and cash and non-cash proceeds of all of the foregoing and all cash and non-cash proceeds of the Avoidance Actions (it being understood that the proceeds of the Avoidance Actions shall only be included as Collateral upon entry of the Final DIP Order).

"Collateral Agent" has the meaning assigned to such term in the preamble.

"Company" has the meaning assigned to such term in the preamble to this Agreement.

"Compliance Certificate" has the meaning assigned to such term in Section 5.01(c).

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

"Controlled Account" means any Deposit Account that is subject to an Account Control Agreement.

"Credit Bid Transaction" has the meaning assigned to such term in Section 9.24.

"CWI" means Commercial Warehousing, Inc., a Florida corporation.

"CWI Sale-Leaseback Transaction" means the sale by one or more Borrowers of certain of its trailers to CWI free and clear of all Liens of the Collateral Agent, Disbursing Agent, and the Lenders for a purchase price of not less than $9,000,000 nor more than $10,000,000 and the subsequent lease back of the trailers from CWI pursuant to that certain Master Lease Agreement dated August 13, 2015 between CWI and CTTS Leasing, LLC.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Deferred Compensation Plan and Trust" means the non-qualified deferred compensation plan maintained by the Borrowers which permits contributions to be made on behalf of certain employees of the Borrowers that were not permitted to be made under the Borrowers' tax-qualified 401(k) plan as a result of limitations imposed by the Code, and the grantor trust (within the meaning of Subpart E, Part I, Subchapter J, Subtitle A of the Code) related to such plan. The reference in Section 6.01(k) to the "Deferred Compensation Plan and Trust" shall refer to such plan and trust as they may be in effect from time to time; provided that the provisions of such plan and trust have provisions relating to eligibility to participate and the rate of employee and employer contributions which may be made to such Deferred Compensation Plan and Trust which are consistent with their respective provisions in effect on July 3, 2014; and provided, further, that the provisions of such Deferred Compensation Plan and Trust in effect on July 3, 2014 may be amended (i) to comply with changes in law (including, without limitation, amendments adopted to permit the plan and trust to operate, and to provide tax consequences to employees and the Borrowers, in the manner originally intended), (ii) as necessary or desirable as a result of amendments made to the Borrowers' 401(k) plan that are generally applicable to the Borrowers' employees in such 401(k) plan and (iii) as reasonably determined by the Borrowers to be necessary to reflect and respond to the Borrowers' business objectives, competitive business environment and need to attract and retain key employees.

"Deposit Account" shall have the meaning set forth in Article 9 of the UCC.

"DIP Commitment Schedule" means the Schedule attached hereto identified as such.

"DIP Orders" means the Interim Order and the Final DIP Order, as applicable, based on which such order is then in effect.

"DIP Revolving Loan Commitment" means as to any Lender, the aggregate commitment of such Lender to make DIP Revolving Loans, as set forth on the DIP Commitment Schedule or in the most recent Assignment and Assumption executed by such Lender, in each case, as such amount may be reduced or increased from time to time pursuant to this Agreement.

"DIP Revolving Loan Commitment Increase Amount" shall have the meaning assigned to such term in Section 2.24.

"DIP Revolving Loans" means (i) the loans and advances made by the Lenders pursuant to this Agreement, including (i) the initial DIP Revolving Loans made to the Borrowers on the Closing Date pursuant to Section 2.01, (ii) any DIP Revolving Loans made to the Borrowers after the Closing Date pursuant to Section 2.01 and (iii) following the Roll-Up Effective Time, the Roll-Up Revolving Loans that are deemed to be made by the Lenders hereunder pursuant to Section 2.24.

"Disbursing Agent" has the meaning assigned to such term in the preamble.

"Disclosed Matters" means the actions, suits and proceedings and the environmental matters disclosed in Schedule 3.06.

"Document" shall have the meaning set forth in Article 9 of the UCC.

"dollars" or "$" refers to lawful money of the United States of America.

"Draw Termination Date" has the meaning assigned to such term in Section 2.01(b).

"Early Opt-in Election" means the occurrence of:

(1) a notification by the Required Lenders to the Disbursing Agent (with a copy to the Borrowers) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section titled "Effect of Benchmark Transition Event," are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBO Rate, and

(2) the election by the Required Lenders to declare that an Early Opt-in Election has occurred and the provision by the Required Lenders of written notice of such election to the Disbursing Agent.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Person directly 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 into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" shall have the meaning set forth in Article 9 of the UCC and for clarification does not include Rolling Stock.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 or 303 of ERISA and Section 412 or 430 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the filing pursuant to Section 412 of the Code or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (c) the incurrence by any Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (d) a determination that any Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 303 of ERISA or Section 430 of the Code) or the receipt by any Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (e) the adoption of any amendment to a Plan that would require the provision of security pursuant to Section 436(f) of the Code; (f) the incurrence by any Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the receipt by any Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA; or (h) the occurrence of a "prohibited transaction" with respect to which the Company or any of its Subsidiaries is a "disqualified person" (within the meaning of Section 4975 of the Code) or with respect to which the Company or any such Subsidiary could otherwise be liable.

"Eurodollar", when used in reference to any DIP Revolving Loan or Borrowing, refers to whether such DIP Revolving Loan, or the DIP Revolving Loans comprising such Borrowing, is bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Taxes" means, with respect to the Disbursing Agent, the Collateral Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which such Borrower is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by any Borrower under Section 2.15(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender's failure to comply with Section 2.13(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from such Borrower with respect to such withholding tax pursuant to Section 2.13(a).

"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) and any current or future Treasury regulations or other official interpretations thereof (including any Revenue Ruling, Revenue Procedure, Notice or similar official guidance issued by the Internal Revenue Service which may be relied upon by taxpayers under the Code, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code).

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Disbursing Agent from three Federal funds brokers of recognized standing selected by it.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"Final DIP Order" means an order of the Bankruptcy Court with respect to the Loan Parties after a final hearing, in form and substance acceptable to the Required Lenders and the Agents in their sole discretion (it being understood that an order entered by the Bankruptcy Court substantially in the form of the Interim Order, granting such additional relief necessary with respect to the Roll-Up Revolving Loans and/or any Guarantee or Collateral in respect thereof, with only such other modifications as are satisfactory in form and substance to the Required Lenders (and the Agents to the extent their consent to any such modification would be required pursuant to Section 9.02(b)) in their sole discretion shall, if entered by the Bankruptcy Court, be deemed acceptable to the Required Lenders and the Agents), which order is in effect and not stayed, together with all extensions, supplements, modifications and amendments thereto, in each case in form and substance acceptable to the Required Lenders (and the Agents to the extent their consent to any such modification would be required pursuant to Section 9.02(b)), in their sole discretion, which, among other things, provides that the relief requested in the motions seeking approval of the Loan Documents and the Interim Order and Final DIP Order and granted on an interim basis in the Interim Order is granted on a final basis (including any additional relief required by the Bankruptcy Court or agreed to by the Required Lenders) and provides for the roll-up of the Pre-Petition Incremental Term Obligations as contemplated herein, all on a final basis.

"Final Order" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice, or as to which an appeal or motion for reargument

or rehearing is pending, but no stay of the order is in effect; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order shall not preclude such order from being a Final Order.

"Financial Officer" means the chief financial officer, principal accounting officer, chief restructuring officer, treasurer or controller of the Company.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which a Borrower is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Funding Account" means the Deposit Account of a Borrower set forth on Schedule 1.01A.

"GAAP" means generally accepted accounting principles in the United States of America applied on a consistent basis.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state 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" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guaranteed Obligations" has the meaning assigned to such term in Section 2.18.

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

"Indebtedness" 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 (excluding accounts payable incurred in the ordinary course of business that are not overdue by more than 90 days unless such accounts payable are being contested in good faith), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness 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 Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness 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) obligations under any liquidated earn-out and (l) any other Off-Balance Sheet Liability. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Initial Approved Budget" has the meaning assigned to such term in Section 4.01(o).

"Interest Election Request" means a request by the Company on behalf of the Borrowers to convert or continue a Loan in accordance with Section 2.04.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each calendar month and the Maturity Date and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one month thereafter; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Order" means the order of the Bankruptcy Court with respect to the Loan Parties, in substantially the form of Exhibit F hereto, with such extensions, amendments,

modifications or supplements acceptable to the Required Lenders (and the Agents to the extent their consent to any such modification would be required pursuant to Section 9.02(b)) in their sole discretion, which order is in effect and not stayed.

"Interim Period Outside Date" shall have the meaning set forth in the DIP Orders.

"Interpolated Rate" means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Disbursing Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

"Joinder Agreement" has the meaning assigned to such term in Section 5.14.

"KEIP" has the meaning assigned to such term in Section 6.15.

"Lenders" means (i) the Persons listed on the DIP Commitment Schedule attached hereto and (ii) any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars for a period equal in length to such Interest Period) as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Required Lenders in their reasonable discretion) (in each case, the "LIBO Screen Rate") at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period; provided that, if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; provided, further, that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") then the LIBO Rate shall be the Interpolated Rate; provided that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Notwithstanding the above, to the extent that "LIBO Rate" or "Adjusted LIBO Rate" is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of Alternate Base Rate.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the

foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan Documents" means this Agreement, any promissory notes issued pursuant to the Agreement, the Agency Fee Letter, the DIP Orders, any perfection certificates, and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor of, the Disbursing Agent, the Collateral Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Disbursing Agent, the Collateral Agent or any Lender in connection with the Agreement or the transactions contemplated thereby. Any reference in the Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

"Loan Parties" means the Borrowers.

"Loans" means the DIP Revolving Loans.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or financial condition of the Company and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its obligations under the Loan Documents to which it is a party, (c) the Collateral, or the Collateral Agent's Liens (on behalf of itself, the Disbursing Agent and the Lenders) on the Collateral or the priority of such Liens, or (d) the rights of or benefits available to the Disbursing Agent, the Collateral Agent or the Lenders thereunder.

"Material Indebtedness" means Pre-Petition Indebtedness and any other Indebtedness (other than the Obligations hereunder), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding $1,000,000. For purposes of determining Material Indebtedness, the "obligations" of the Company or any Subsidiary of the Company in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means the earlier to occur of: (a) August [___], 2020[2]; (b) the effective date of a plan of reorganization in the Chapter 11 Cases, (c) the Termination Declaration Date, (d) the date of the consummation of the sale of all or substantially all of the assets or Equity Interests of the Loan Parties pursuant to Section 363 of the Bankruptcy Code; and (e) the date all Obligations are indefeasibly paid in full in cash and this Agreement and the other Loan Documents are terminated.

[2] NTD: to be three months from the Closing Date.

"Maximum DIP Revolving Loan Balance" has the meaning assigned to such term in Section 2.01(b).

"Moody's" means Moody's Investors Service, Inc.

"Motor Vehicle Laws" means all federal, state and local laws, regulations, rules and judicial or agency determinations and orders applicable to the ownership and/or operation of vehicles (including the Rolling Stock), or the business of the transportation of goods by motor vehicle, including laws, regulations, rules and judicial or agency determinations and orders promulgated or administered by the Federal Highway Administration, the Federal Motor Carrier Safety Administration, the National Highway Traffic Safety Administration, the Surface Transportation Board and other state and local Governmental Authorities with respect to vehicle safety and registration and motor carrier insurance, financial assurance, credit extension, contract carriage, tariff and reporting requirements.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means, with respect to any event, (a) the cash proceeds received in respect of such event including (i) any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, net of (b) the sum of (i) all reasonable fees, commissions and out-of-pocket expenses paid in connection with such event, (ii) in the case of a sale, transfer or other disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a condemnation or similar proceeding), the amount of all payments required to be made as a result of such event to repay Indebtedness secured by a Lien on such asset that is senior to the Lien of the Collateral Agent on such asset unless (A) there are no obligations outstanding under the documents governing such Indebtedness that are then due and payable and all such Indebtedness then due and payable shall have been paid in full in cash or (B) the lender or lenders holding such Indebtedness have waived the corresponding prepayment under and in accordance with the documents governing such Indebtedness and (iii) the amount of all taxes paid (or reasonably estimated to be payable) and the amount of any reserves established to fund contingent liabilities reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to such event (as determined reasonably and in good faith by a Financial Officer).

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(d).

"Obligations" means all unpaid principal of and accrued and unpaid interest on the DIP Revolving Loans, all accrued and unpaid fees, all prepayment premiums and all expenses, reimbursements, indemnities, obligations, liabilities and indebtedness of every kind, nature and description owing by any Loan Party to the Disbursing Agent, the Collateral Agent, any Lender or any indemnified party arising under the Loan Documents, whether direct or indirect, absolute or

contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether now existing or hereafter arising, whether arising after the commencement of any bankruptcy proceeding involving a Loan Party (and including, without limitation, the payment of interest which would accrue and become due but for the commencement of such bankruptcy proceeding, whether or not such interest is allowed or allowable in whole or in part in any such bankruptcy proceeding).

"OFAC" has the meaning assigned to such term in Section 3.21(a).

"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 sheets of such Person; provided, however, that the foregoing shall not be deemed to include operating leases.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

"Participant" has the meaning assigned to such term in Section 9.04.

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

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Encumbrances" means:

(a) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords' and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.04; provided that in any such case an adequate reserve is being maintained by the applicable Loan Party for the payment of the same;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property and other title exceptions imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of any Borrower or any of its Subsidiaries;

(g) pledges and deposits of cash or cash equivalents made to or for the benefit of any Governmental Authority in connection with the Borrowers' self-insurance programs (which pledges and deposits existing on the date of this Agreement shall be listed on Schedule 1.01P); and

(h) customary rights of set-off, revocation, refund, or chargeback under deposit agreements or under the UCC or common law of banks or other financial institutions where any Borrower maintains deposits (other than deposits intended as cash collateral) in the ordinary course of business and permitted by any applicable deposit account control agreement;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Expenses" means reasonable legal, accounting, collateral examination, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and other reasonable out-of-pocket expenses of the Agents and any Lender in connection with the Chapter 11 Cases, this Agreement, the Loan Documents, and all documents related thereto, and all costs and expenses of the Agents and any Lender (including reasonable, documented attorney expenses in accordance herewith) in connection with the enforcement of remedies under the Loan Documents to be reimbursed on a current basis by the Loan Parties from the proceeds of Loans hereunder. For avoidance of doubt, all fees and expenses in the immediately preceding sentence shall be reimbursed without regard to the amounts set forth in the Approved Budget with respect thereto.

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 364 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above; and

(e) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

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

"Petition Date" has the meaning assigned to such term in the preamble hereof.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Company or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Post-Petition" means the time period beginning immediately upon the filing of the Chapter 11 Cases and ending upon the closing of the Chapter 11 Cases.

"Pre-Petition ABL Agent" has the meaning assigned to such term in the preamble hereof.

"Pre-Petition ABL Credit Agreement" has the meaning assigned to such term in the preamble hereof.

"Pre-Petition ABL Lenders" means the "Lenders" as defined in the Pre-Petition ABL Credit Agreement.

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

"Pre-Petition ABL Obligations" means, collectively, all "Obligations" outstanding under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition ABL Secured Parties" means, collectively, the "Lender Parties" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Agents" means, collectively, the Pre-Petition ABL Agent and the Pre-Petition Term Agent.

"Pre-Petition Incremental Term Obligations" means $1,333,613.60 of the Pre-Petition Term Obligations incurred by the Borrowers under the Pre-Petition Term Credit Agreement owing to each Secured Party at the Roll-Up Effective Time.

"Pre-Petition Indebtedness" means any and all Indebtedness of the Loan Parties incurred prior to, and outstanding as of, the Petition Date.

"Pre-Petition Intercreditor Agreement" has the meaning assigned to such term in the preamble hereof.

"Pre-Petition Lenders" means, collectively, the Pre-Petition ABL Lenders, the Pre-Petition Term Lenders and the Pre-Petition Real Estate Lender.

"Pre-Petition Loan Documents" means, collectively, the Pre-Petition ABL Loan Documents Agreement, the Pre-Petition Term Loan Documents and the Pre-Petition Real Estate Loan Documents.

"Pre-Petition Obligations" means, collectively, the Pre-Petition Term Obligations, the Pre-Petition ABL Obligations and all obligations outstanding under the Pre-Petition Real Estate Credit Agreement.

"Pre-Petition Payments" means any payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of any Pre-Petition Indebtedness or other obligations or claims (including trade payables and payments in respect of reclamation and/or Section 503(b)(9) claims) of the Loan Parties.

"Pre-Petition Prior Liens" shall have the meaning set forth in the DIP Orders.

"Pre-Petition Real Estate Credit Agreement" has the meaning assigned to such term in the preamble hereof.

"Pre-Petition Real Estate Intercreditor Agreement" means that certain Intercreditor Agreement by and among the Pre-Petition Real Estate Lender, as successor to Platinum Bank, and the Pre-Petition Term Agent, dated as of July 3, 2014.

"Pre-Petition Real Estate Lender" has the meaning assigned to such term in the preamble hereof.

"Pre-Petition Real Estate Loan Documents" means, collectively, the "Loan Documents" under and as defined in the Pre-Petition Real Estate Credit Agreement.

"Pre-Petition Secured Parties" means, collectively, the Pre-Petition Term Secured Parties, the Pre-Petition ABL Secured Parties and the Pre-Petition Real Estate Lender.

"Pre-Petition Term Agent" has the meaning assigned to such term in the preamble hereof.

"Pre-Petition Term Credit Agreement" has the meaning assigned to such term in the preamble hereof.

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

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

"Pre-Petition Term Obligations" means, collectively, all "Obligations" outstanding under and as defined in the Pre-Petition Term Credit Agreement.

"Pre-Petition Term Secured Parties" means the "Secured Parties" under and as defined in the Pre-Petition Term Loan Documents.

"Prepayment Event" means:

(a) any sale, transfer or other disposition (including pursuant to a sale and leaseback transaction) of (i) any Borrower's property or asset, other than dispositions described in Sections 6.05(b), 6.05(c), 6.05(d), 6.05(e), 6.05(g), 6.05(h), 6.05(i), 6.05(j), and 6.05(k) or (ii) any Loan Party's real property; or

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any Loan Party's property or asset; or

(c) the incurrence by any Borrower of any Indebtedness, other than Indebtedness permitted under Section 6.01 or permitted by the Required Lenders pursuant to Section 9.02.

"Prime Rate" means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Disbursing Agent or any Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

"Qualified Bid Deadline" shall have the meaning set forth in the DIP Orders.

"Qualified Purchaser" means a Person (i) designated by the Required Lenders as a "Qualified Purchaser" in connection with any Credit Bid Transaction, (ii) whose Equity Interests are owned pro rata by the Lenders (based upon the obligations owing to such Lenders and utilized to consummate such Credit Bid Transaction and the obligations owing to all Lenders and utilized to consummate such Credit Bid Transaction) and (iii) whose actions are controlled by the Required Lenders.

"Register" has the meaning assigned to such term in Section 9.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

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

"Required Lenders" means, at any date of determination, Lenders having Loans and unused DIP Revolving Loan Commitments representing 100% of the sum of all Loans outstanding and unused DIP Revolving Loan Commitments at such time; provided, however, that to the extent that any of the Lenders is not B2 FIE VIII LLC ("B2 FIE") and/or one or more of its Affiliates, Required Lenders shall mean Lenders holding Loans and unused DIP Revolving Loan Commitments representing more than 50% of the sum of all Loans outstanding and unused DIP Revolving Loan Commitments at such time; provided, further, that unless the Disbursing Agent has received written notice from B2 FIE that one or more of its Affiliates is a Lender, the Disbursing Agent shall be entitled to conclusively assume that no Lender is an Affiliate of B2 FIE.

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

"Reserves" means reserves established by the Required Lenders after the delivery of a Carve-Out Trigger Notice (as defined the DIP Orders) to ensure the payment of the Carve-Out to the extent set forth in the DIP Orders.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any of its Subsidiaries to the holder of such Equity Interest, or any payment (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 such Equity Interests in the Company or any of its Subsidiaries or any option, warrant or other right to acquire any such Equity Interests in the Company or any of its Subsidiaries.

"Roll-Up Effective Time" means the moment in time immediately following the entry of the Final DIP Order by the Bankruptcy Court approving the roll-up of the Pre-Petition Incremental Term Obligations as contemplated therein and herein.

"Roll-Up Revolving Loans" has the meaning assigned to such term in Section 2.24.

"Rolling Stock" means all trucks, trailers, tractors, service vehicles, automobiles and other mobile equipment.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"Sale Motion" has the meaning assigned to such term in Section 5.18.

"Sale Order" has the meaning assigned to such term in Section 5.18.

"Secured Obligations" means all Obligations.

"Secured Party" means the Agents, each Lender, each other Indemnitee and each other holder of any Obligation of a Loan Party.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Disbursing Agent or any Lender is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Company or any other Borrower, as applicable.

"Subsidiary Borrower" has the meaning assigned to such term in the preamble to this Agreement.

"Supplemental Approved Budget" means, in respect of the Initial Approved Budget, supplemental or replacement budgets delivered in accordance with Section 5.01(j) and approved in writing by the Required Lenders as provided in the DIP Orders (covering any time period covered by a prior budget or covering additional time periods).

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

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Termination Declaration" has the meaning assigned to such term in the last paragraph of Article VII.

"Termination Declaration Date" has the meaning assigned to such term in the last paragraph of Article VII.

"Termination Event" shall have the meaning set forth in the DIP Orders.

"Transactions" means the execution, delivery and performance by the Borrowers of this Agreement, the borrowing of Loans hereunder, the Chapter 11 Cases, the guaranteeing of the Guaranteed Obligations and the granting of the security interests and the provision of the Collateral pursuant to the terms of this Agreement and the DIP Orders and the payment of fees and expenses in connection with the foregoing.

"Type", when used in reference to any DIP Revolving Loan or Borrowing, refers to whether the rate of interest on such DIP Revolving Loan, or on the DIP Revolving Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" means the Uniform Commercial Code as in effect from time to time in the state of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"Unliquidated Obligations" means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (i) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (ii) any other obligation (including any guarantee) that is contingent in nature at such time; or (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

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

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.03 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company on behalf of the Borrowers notifies the Disbursing Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Disbursing Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. For avoidance of doubt, the leases of property from CWI or any of its Subsidiaries under sale-leaseback transactions shall be considered operating leases, and the payments thereunder shall be considered rent, and all obligations thereunder shall not be considered Indebtedness, notwithstanding any contrary treatment under applicable tax or GAAP requirements.

SECTION 1.04 Classification of Loans and Borrowings.

For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan"). Borrowings also may be classified and referred to by Type (e.g., a "Eurodollar Borrowing").

ARTICLE II

The Credits

SECTION 2.01 DIP Revolving Loans.

(a) Subject to the terms and conditions set forth herein, each Lender agrees to make initial DIP Revolving Loans to the Borrowers on the Closing Date in an aggregate principal amount for all Lenders equal to $12,034,015.58.

(b) Subject to the terms and conditions set forth herein, at any time and from time to time during the period commencing on the first Business Day following the Closing Date and until the date that is three Business Days prior to the Maturity Date (the "Draw Termination Date"), each Lender shall, subject to the terms and conditions set forth herein, make additional DIP Revolving Loans to the Borrowers in an aggregate principal amount not to exceed such Lender's unused DIP Revolving Loan Commitment; provided, that the Borrowers shall not request any DIP Revolving Loans unless the Borrowers have reasonably determined that the sum of (i) the principal amount of the DIP Revolving Loans being requested, plus (ii) the cash that the Borrowers have on hand as of the date of such request as reflected on the books and records of the Borrowers (but not including any professional fees permitted under the Approved Budget funded to an escrow account), plus (iii) the cash receipts that the Borrowers reasonably expect to receive during the five (5) Business Day period following the date of such request, does not exceed the sum of (i) the cash disbursements that the Borrowers reasonably expect to make during the next five (5) Business Day period plus (ii) $500,000. The "Maximum DIP Revolving Loan Balance" from time to time will be (i) at any time prior to the effectiveness of the Final DIP Order, the lesser of (a) the DIP Revolving Loan Commitment then in effect and (b) $12,912,000 (or, following the Roll-Up Effective Time, $14,245,000) in each case less Reserves, and (ii) from and after the effectiveness of the Final DIP Order, the DIP Revolving Loan Commitment then in effect less Reserves.

(c) Each Borrowing of DIP Revolving Loans after the Closing Date shall be in a minimum principal amount of $100,000 or in such lesser amount as may be agreed to by the Lenders.

(d) Subject to the terms and conditions of this Agreement, amounts borrowed under this Section 2.01 may be repaid and reborrowed from time to time.

SECTION 2.02 Loans and Borrowings.

(a) Each DIP Revolving Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective DIP Revolving Loan Commitments.

(b) Subject to Section 2.10, each DIP Revolving Loan shall be comprised entirely of ABR Loans or Eurodollar Loans as the Company, on behalf of the Borrowers, may request in accordance herewith.

(c) Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of seven Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Company, on behalf of the Borrowers, shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for DIP Revolving Loans. To request a DIP Revolving Loan, the Company on behalf of the Borrowers shall notify the Disbursing Agent and the Lenders of such request either in writing (delivered by hand or facsimile) in a form approved by the Disbursing Agent and signed by the Company not later than 1:00 p.m., New York time, two Business Days (or such shorter period, which shall be at least one Business Day before the date of the proposed Borrowing, as may be approved by the Lenders) before the date of the proposed Borrowing; provided that the Borrowers shall not make such request more than once per calendar week unless otherwise agreed to by the Lenders. Each such written Borrowing Request shall specify the following information:

(i) the aggregate amount of the requested Borrowing and the wire instructions for the Funding Account;

(ii) the date of such Borrowing, which shall be a Business Day and must be on or prior to the Draw Termination Date;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(iv) in the case of any Loans made after the Closing Date, that the conditions set forth in Section 4.02 have been satisfied as of the date of such notice.

Notwithstanding anything to the contrary contained in this Agreement, each DIP Revolving Loan shall be funded to the Funding Account. If no election as to the Type of DIP Revolving Loan is specified, then the requested DIP Revolving Loan shall be an ABR Borrowing. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Disbursing Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04 Interest Elections.

(a) Each DIP Revolving Loan initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Loan, shall have an initial Interest Period of one month. Thereafter, a Financial Officer of the Company may elect to convert such Borrowing to a different Type or to continue such Borrowing. A Financial Officer of the Company may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the DIP Revolving Loans comprising such Borrowing, and the DIP Revolving Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section 2.04, the Company on behalf of the Borrowers shall notify the Disbursing Agent of such election by facsimile or electronic transmission no later than 1:00 p.m., New York time (i) three Business Days prior to the effectiveness of such election in the case of the conversion into, or continuation of, a Eurodollar Loan or (ii) one Business Day prior to the effectiveness of such election in the case of the conversion into, or continuation of, an ABR Loan. Each such Interest Election Request shall be irrevocable and shall be in the form of Exhibit B hereto and signed by a Financial Officer of the Company.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clause (iii) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day; and

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing.

(d) Promptly following receipt of an Interest Election Request, the Disbursing Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrowers fail to deliver a timely Interest Election Request with respect to a Eurodollar Loan prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Disbursing Agent, at the request of the Required Lenders, so notifies the Borrowers, then, so long as an Event of Default is continuing (i) no outstanding DIP Revolving Loan may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Loan shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.05 Termination of Commitments.

(a) The Borrowers may at any time upon at least two (2) Business Days' (or such shorter period as is reasonably acceptable to the Required Lenders) prior written notice by the Borrowers to the Disbursing Agent and the Lenders permanently reduce the DIP Revolving Loan Commitments hereunder; provided that such reductions shall be in an amount greater than or equal to $500,000.

(b) The DIP Revolving Loan Commitments shall be permanently reduced in accordance with Section 2.24(c).

(c) To the extent a prepayment of the DIP Revolving Loans is required pursuant to Section 2.07(b) below as a result of a Prepayment Event described in clause (c) of the definition thereof, the DIP Revolving Loan Commitments shall be automatically and permanently reduced by an amount that is equal to the amount of such required prepayment amount.

(d) Unless previously terminated, the DIP Revolving Loan Commitments shall permanently terminate at 5:00 p.m., New York time, on the Draw Termination Date.

(e) All reductions of the DIP Revolving Loan Commitments shall be allocated pro rata among all Lenders with a DIP Revolving Loan Commitment.

SECTION 2.06 Repayment of Loans; Evidence of Debt.

(a) To the extent, as of any date, the aggregate outstanding principal amount of DIP Revolving Loans exceeds the Maximum DIP Revolving Loan Balance as of such date, the Borrowers shall immediately (and no later than one Business Day following such date) repay an amount of DIP Revolving Loans that is equal to the amount of such excess without a corresponding permanent reduction to the amount of the DIP Revolving Loan Commitment. The DIP Revolving Loans, together with all amounts owed hereunder with respect thereto, shall be repaid no later than the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice a record or records evidencing the indebtedness of the Borrowers to such Lender resulting from each DIP Revolving Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Disbursing Agent shall maintain records in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Disbursing Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the records maintained pursuant to paragraph (b) or (c) of this Section 2.06 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Disbursing Agent to maintain such records or any error therein shall not in any manner affect the obligation of the Borrowers to repay the DIP Revolving Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that DIP Revolving Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Required Lenders. Thereafter, the DIP Revolving Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.07 Prepayment of DIP Revolving Loans.

(a) The Borrowers may, at their option, prepay, at any time during the term of this Agreement, all or any portion of any of the DIP Revolving Loans without premium or penalty and with or without a corresponding permanent reduction of the DIP Revolving Loan Commitments (as may be elected by the Borrowers in accordance with Section 2.05 above) upon irrevocable notice delivered to the Disbursing Agent (i) in the case of prepayment of a Eurodollar Loan, not later than 12:00 p.m., New York time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Loan, not later than 12:00 p.m., New York time, one Business Day prior to the date of prepayment, which notice shall specify the date and amount of such prepayment. Upon receipt of any such notice the Disbursing Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of DIP Revolving Loans shall be in an aggregate principal amount of $250,000 or an integral multiple of $100,000 in excess thereof.

(b) In the event and on each occasion that any Net Proceeds are received by or on behalf of any Borrower in respect of any Prepayment Event, the Borrowers shall (A) immediately in the case of any Prepayment Event described in clause (c) of the definition thereof and (B) no later than three Business Days after such Net Proceeds are received by any Borrower in the case of any Prepayment Event described in clause (a) or (b) of the definition thereof, prepay the DIP Revolving Loans, without premium or penalty, as set forth in Section 2.07(c) below in an aggregate amount equal to 100% of such Net Proceeds. Any such prepayments pursuant to subclause (A) of the immediately preceding sentence shall be made with a corresponding permanent reduction to the amount of the DIP Revolving Loan Commitment and any such prepayments pursuant to subclause (B) of the immediately preceding sentence shall be made without a corresponding permanent reduction to the amount of the DIP Revolving Loan Commitment.

(c) All such amounts payable pursuant to Section 2.07 as a result of a Prepayment Event shall be applied to the outstanding principal amount of the DIP Revolving Loans until paid in full.

SECTION 2.08 Fees.

(a) On the Closing Date, the Borrowers shall pay to the Disbursing Agent, for the account of each Lender party to this Agreement on the Closing Date, a closing fee in an amount equal to three percent (3.00%) of the aggregate principal amount of DIP Revolving Loan Commitments on the Closing Date. Such closing fee shall, in lieu of being paid in cash, be paid-in-kind on the Closing Date by the Borrowers by capitalizing such fee and adding it to the principal amount of the DIP Revolving Loans owing to each such Lender hereunder. For the avoidance of doubt, no closing fee shall be payable on the DIP Revolving Loan Commitment Increase Amount.

(b) On the last day of each calendar month and the Maturity Date, the Borrowers shall pay in immediately available funds to the Disbursing Agent, for the account of each Lender party to this Agreement as of such date, an unused commitment fee in an amount equal to one and one half percent (1.50%) of the average daily balance of the unused portion of the DIP Revolving Loan Commitment of such Lender during the preceding calendar month (or (i) in the case of the first such payment following the Closing Date, the period beginning on the

Closing Date through the last day of the first calendar month ending after the Closing Date and (ii) in the case of any payment due on the Maturity Date, the period beginning on the first day of the month during which the Maturity Date occurs through the Maturity Date). Such fee shall be payable monthly in arrears and shall accrue at all times from and after the execution and delivery of this Agreement.

(c) The Borrowers jointly and severally agree to pay to each of the Disbursing Agent and the Collateral Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and such Persons.

(d) Once paid, all fees described in this Section 2.08 will be in all respects fully earned and thereafter non-refundable and non-creditable.

SECTION 2.09 Interest.

(a) The DIP Revolving Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The DIP Revolving Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate plus the Applicable Rate.

(c) Interest on the DIP Revolving Loans (including, without duplication, interest on the amount of the closing fee that has been capitalized and added to the principal amount of the DIP Revolving Loans on the Closing Date in accordance with Section 2.08(a) above) shall be payable in cash.

(d) Notwithstanding the foregoing, during any Event of Default all Obligations shall, to the extent permitted by applicable law, bear interest, after as well as before judgment, at a per annum rate equal to 2.00% in excess of the then-applicable interest rate described in Section 2.09(a).

(e) Accrued interest on each DIP Revolving Loan shall be payable in arrears on each Interest Payment Date for such DIP Revolving Loan and upon the Maturity Date; provided that (i) interest accrued pursuant to paragraph (d) of this Section 2.09 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Disbursing Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.10 Alternate Rate of Interest. Subject to Section 9.20, if prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Disbursing Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(b) the Disbursing Agent is notified in writing by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their DIP Revolving Loans (or its DIP Revolving Loan) included in such Borrowing for such Interest Period;

then the Disbursing Agent shall give notice thereof to the Borrowers and the Lenders by facsimile or electronic transmission as promptly as practicable thereafter and, until the Disbursing Agent, at the direction of the Required Lenders, notifies the Borrowers that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any DIP Revolving Loan to, or continuation of any DIP Revolving Loan as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Loan, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.11 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(ii) impose on any Lender or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such 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 otherwise), then the Borrowers will pay to such Lender, such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law 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 or the DIP Revolving Loans 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 the Borrowers will pay to such Lender, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in paragraph (a) or (b) of this Section

2.11 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section 2.11 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.12 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrowers pursuant to Section 2.15, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.13 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrowers hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrowers shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.13) the Disbursing Agent or the applicable Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made,

(ii) the Borrowers shall make such deductions and (iii) the Borrowers shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrowers shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrowers shall indemnify the Disbursing Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Disbursing Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrowers hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.13) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by a Lender, or by the Disbursing Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrowers to a Governmental Authority, the applicable Borrower shall deliver to the Disbursing Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Required Lenders.

(e) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Company (with a copy to the Disbursing Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrowers as will permit such payments to be made without withholding or at a reduced rate.

(f) If the Disbursing Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section 2.13, it shall pay over such refund to the Company, for the account of the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 2.13 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Disbursing Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrowers, upon the request of the Disbursing Agent or such Lender, agree to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Disbursing Agent or such Lender in the event the Disbursing Agent or such Lender is required to repay such refund to such Governmental Authority. This Section 2.13 shall not be construed to require the Disbursing Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrowers or any other Person.

(g) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Company (with a copy to the Disbursing Agent) at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Disbursing Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company or the Disbursing Agent as may be necessary for the Company and the Disbursing 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 Section 3.03(g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

SECTION 2.14 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.11, 2.12 or 2.13, or otherwise) prior to 2:00 p.m., New York time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Disbursing Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Disbursing Agent at 214 N. Tryon Street, 26th Floor, Charlotte, North Carolina 28202, except that payments pursuant to Sections 2.11, 2.12, 2.13 and 9.03 shall be made directly to the Persons entitled thereto. The Disbursing Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Any proceeds of Collateral received by the Collateral Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrowers) or (B) a mandatory prepayment (which shall be applied in accordance with Section 2.07) or (ii) after an Event of Default has occurred and is continuing and the Required Lenders so direct, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements then due to the Disbursing Agent or the Collateral Agent from the Borrowers, second, to pay any fees or expense reimbursements then due to the Lenders, ratably, from the Borrowers, third, to prepay principal on the DIP Revolving Loans, fourth, to pay cash interest then due and payable on the DIP Revolving Loans, and fifth, to the payment of any other Secured Obligation due to the Disbursing Agent, the Collateral Agent or any Lender by the Borrowers. Notwithstanding anything to the contrary contained in this Agreement, unless so directed in writing by the Borrowers, or unless a Default is in existence, neither the Disbursing Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan, except (a) on the expiration date of the Interest Period applicable to any such Eurodollar Loan or (b) in the event, and only to the extent, that there are no outstanding

ABR Loans and, in any event, the Borrowers shall pay the break funding payment required in accordance with Section 2.12. The Disbursing Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of, or interest or premium on, any of its DIP Revolving Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its DIP Revolving Loans and accrued interest and premium thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the DIP Revolving Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest and premium on their respective DIP Revolving Loans; 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 paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its DIP Revolving Loans to any assignee or participant, other than to the Borrowers or any Subsidiary of a Borrower or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(d) Unless the Disbursing Agent shall have received written notice from the Borrowers prior to the date on which any payment is due to the Disbursing Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Disbursing Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may (without obligation), in reliance upon such assumption, distribute to the Lenders, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders, severally agrees to repay to the Disbursing Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Disbursing Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Disbursing Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it hereunder, then the Disbursing Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Disbursing Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid.

SECTION 2.15 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.11, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.13, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its DIP Revolving Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.11 or 2.13, 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 (and the Borrowers hereby jointly and severally agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment).

(b) If any Lender requests compensation under Section 2.11, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.13, the Borrowers may, at their sole expense and effort, require any such Lender (herein, a "Departing Lender"), upon notice to the Departing Lender and the Disbursing Agent, to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights 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 the Departing Lender shall have received payment of an amount equal to the outstanding principal of its DIP Revolving 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 the Borrowers (in the case of all other amounts); provided further, that in no case will Borrowers be required to pay any prepayment premium upon or in connection with the replacement of a Departing Lender. A Departing Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

SECTION 2.16 Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, the Disbursing Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Disbursing Agent or such Lender. The provisions of this Section 2.16 shall be and remain effective notwithstanding any contrary action which may have been taken by the Disbursing Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.16 shall survive the termination of this Agreement.

SECTION 2.17 Grant of Lien; Super Priority Nature of Obligations and Lenders' Liens.

(a) Grant of Lien. Each Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent

for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such Borrower, all as further provided in the DIP Orders.

(b) Superpriority Claims. Each Borrower hereby covenants, represents and warrants that, upon entry of the Interim Order (and the Final DIP Order, as applicable), the Obligations will have superpriority administrative expense status to the extent, and subject to the priorities and limitations expressly set forth in the DIP Orders.

SECTION 2.18 Guaranty. To induce the Lenders to make the DIP Revolving Loans and each other Secured Party to make credit available to or for the benefit of each Borrower, each Borrower hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document (including the DIP Orders), of all the Obligations of each other Borrower whether existing on the date hereof or hereinafter incurred or created (the "Guaranteed Obligations"). The guaranty by each Borrower set forth in this Section 2.18 constitutes a guaranty of payment and not of collection and shall in no way contravene or otherwise limit the obligations of such Borrower pursuant to Section 9.17 hereof.

SECTION 2.19 Contribution. To the extent that a Loan Party shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by such Loan Party and its Subsidiaries from the DIP Revolving Loans and other Obligations and (b) the amount such Loan Party would otherwise have paid if such Loan Party had paid the aggregate amount of the Guaranteed Obligations (excluding the amount thereof repaid by such Loan Party that received the benefit of the funds advanced that constituted Guaranteed Obligations) in the same proportion as such Loan Party's net worth on the date enforcement is sought hereunder bears to the aggregate net worth of all Loan Parties on such date, then such Loan Party shall be reimbursed by such other Loan Parties for the amount of such excess, pro rata, based on the respective net worth of such other Loan Parties on such date.

SECTION 2.20 Authorization; Other Agreement. The Secured Parties are hereby authorized, without notice to or demand upon any Loan Party and without discharging or otherwise affecting the obligations of any Loan Party hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

(a) (i) subject to compliance, if applicable, with Section 9.02, modify, amend, supplement or otherwise change, (ii) accelerate or otherwise change the time of payment or (iii) waive or otherwise consent to noncompliance with, any Guaranteed Obligation or any Loan Document;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Documents;

(c) refund at any time any payment received by any Secured Party in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guaranty therefor in any manner, (ii) receive, take and hold additional Collateral to secure any Guaranteed Obligation, (iii) add, release or substitute any one or more other Loan Parties, makers or endorsers of any Guaranteed Obligation or any part thereof and (iv) otherwise deal in any manner with any Borrower, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations.

SECTION 2.21 Guaranty Absolute and Unconditional. Each Loan Party hereby waives and agrees not to assert any defense, whether arising in connection with or in respect of any of the following or otherwise, and hereby agrees that its guaranty obligations under this Agreement are irrevocable, absolute and unconditional and shall not be discharged as a result of or otherwise affected by any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Agreement, in each case except as otherwise agreed in writing by the Required Lenders):

(a) the invalidity or unenforceability of any obligation of any Loan Party under any Loan Document or any other agreement or instrument relating thereto (including any amendment, consent or waiver thereto), or any security for, or other guaranty of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from any Loan Party or other action to enforce the same or (ii) any action to enforce any Loan Document or any Lien thereunder;

(c) the failure by any Person to take any steps to perfect and maintain any Lien on, or to preserve any rights with respect to, any Collateral;

(d) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation or dissolution by or against any Loan Party or any Loan Party's other Subsidiaries or any procedure, agreement, order, stipulation, election, action or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(e) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an Event of Default by any Secured Party to proceed separately against any Collateral in accordance with such Secured Party's rights under any applicable Requirement of Law; or

(f) any other defense, setoff, counterclaim or any other circumstance that might otherwise constitute a legal or equitable discharge of a Loan Party or any other Subsidiary of a Loan Party, in each case other than the payment in full of the Guaranteed Obligations.

SECTION 2.22 Waivers. Each Loan Party hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff or counterclaim based on diligence, promptness, presentment, requirements for any demand or notice hereunder including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of the Loan Parties. Each Loan Party further unconditionally and irrevocably agrees not to (x) enforce or otherwise exercise any right of subrogation or any right of reimbursement or contribution or similar right against any other Loan Party by reason of any Loan Document or any payment made thereunder or (y) assert any claim, defense, setoff or counterclaim it may have against any other Loan Party or set off any of its obligations to such other Loan Party against obligations of such Loan Party to such Loan Party. No obligation of any Loan Party hereunder shall be discharged other than by complete performance.

SECTION 2.23 Reliance. Each Loan Party hereby assumes responsibility for keeping itself informed of the financial condition of each other Loan Party and any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and each Loan Party hereby agrees that no Secured Party shall have any duty to advise any Loan Party of information known to it regarding such condition or any such circumstances. In the event any Loan Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Loan Party, such Secured 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 Secured 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 Loan Party.

SECTION 2.24 Roll-Up . Effective upon the occurrence of the Roll-Up Effective Time, without any further action by any party to this Agreement, the Bankruptcy Court or any other Person, to the extent set forth in the Final DIP Order, (i) all Pre-Petition Incremental Term Obligations owing to each Secured Party at the Roll-Up Effective Time shall be rolled-up into and constitute Obligations hereunder and shall be deemed to be DIP Revolving Loans made by the Lenders hereunder (such amounts, collectively, the "Roll-Up Revolving Loans") and shall constitute a portion of the outstanding amount of the Obligations owing to the Secured Parties hereunder, and (ii) the DIP Revolving Loan Commitments of the Lenders shall be increased by an amount equal to the Roll-Up Revolving Loans (the "DIP Revolving Loan Commitment Increase Amount"). For the avoidance of doubt, any Roll-Up Revolving Loans shall constitute usage of the DIP Revolving Loan Commitments under this Agreement from and after the Roll-Up Effective Time until paid in full pursuant to the terms of this Agreement.

ARTICLE III

Representations and Warranties

Each Borrower represents and warrants to the Lenders as of the date hereof and on each Borrowing date that:

SECTION 3.01 Organization; Powers. Each of the Borrowers is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability. The Transactions are within each Borrower's corporate or limited liability company powers and have been duly authorized by all necessary corporate, limited liability company and, if required, stockholder action. Subject to the entry by the Bankruptcy Court of the Interim Order (or the Final DIP Order) when applicable, the Loan Documents to which each Borrower is a party have been duly executed and delivered by such Borrower and constitute a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except entry by the Bankruptcy Court of the Interim Order (or the Final DIP Order) when applicable, (b) will not violate any material Requirement of Law applicable to any Borrower, (c) will not violate or result in a default under any indenture, agreement or other instrument involving obligations in excess of $1,000,000 in the aggregate binding upon any Borrower or its assets, or give rise to a right thereunder to require any payment to be made by any Borrower, except for Defaults and Events of Default resulting from obligations with respect to which the Bankruptcy Code prohibits the Loan Parties from complying or permits the Loan Parties not to comply, and (d) will not result in the creation or imposition of any Lien on any asset of any Borrower, except Liens created pursuant to the Loan Documents.

SECTION 3.04 Financial Condition; No Material Adverse Change.

(a) The Company has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2018, reported on by the Company's independent public accountants, and (ii) as of and for the fiscal quarter March 27, 2020, certified by a Financial Officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since December 31, 2018, no event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, other than the Chapter 11 Events and Circumstances; provided, that, for purposes of this Section 3.04(b), a "Material Adverse Effect" under clause (a) of the definition thereof shall not include effects, events, occurrences, facts, conditions or changes directly related to the COVID-19 pandemic.

SECTION 3.05 Properties.

(a) Schedule 3.05(a) sets forth the address of each parcel of real property (each "Real Property" and, collectively, "Real Properties") that is owned or leased by each Borrower as of the Closing Date. Each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect, and no default by (i) any Borrower, or (ii) to any Borrower's knowledge, any other Person, to any such lease or sublease exists (other than as disclosed under the Chapter 11 Events and Circumstances, as separately disclosed in writing to the Lenders or as arising under any lease or sublease that the applicable Borrower has rejected under Section 365 of the Bankruptcy Code not in prohibition of this Agreement or the DIP Orders). Each of the Borrowers has good, valid and marketable title to, or valid leasehold interests in, all its real and personal property, free of all Liens other than those permitted by Section 6.02.

(b) Each Real Property is zoned in all material respects to permit the uses for which such Real Property is currently being used. The present uses of each Real Property and the current operations conducted thereon do not violate in any material respect any provision of any applicable building codes, subdivision regulations, fire regulations, health regulations or building and zoning by-laws, except to the extent that such violations could not reasonably be expected to result in a Material Adverse Effect.

(c) Except for exceptions to the following that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there is no pending or threatened condemnation or eminent domain proceeding with respect to, or that could affect any of the Real Properties.

(d) Each Borrower owns, or is licensed to use, all registered trademarks, material non-registered trademarks, registered tradenames, material non-registered tradenames, registered copyrights, patents and other registered or material non-registered intellectual property necessary to its business as currently conducted, a correct and complete list of which is set forth on Schedule 3.05(b) as of the Closing Date, and the use thereof by the Borrowers does not infringe in any material respect upon the rights of any other Person, and the Borrowers' rights thereto are not subject to any licensing agreement or similar arrangement.

(e) All Rolling Stock of the Borrowers (other than Rolling Stock with an aggregate value of less than $750,000) which, under applicable law (including any Motor Vehicle Law), is required to be registered is properly registered in the name of a Borrower, and all such Rolling Stock of the Borrowers, the ownership of which, under applicable law (including any Motor Vehicle Law), is evidenced by a certificate of title or ownership (collectively, the "Certificates of Title" and, individually, a "Certificate of Title"), is properly titled in the name of a Borrower. As of the Closing Date, the Rolling Stock listed on Schedule 3.05(c) constitutes all

of the Rolling Stock owned by the Borrowers and the Rolling Stock not subject to a Certificate of Title under applicable law (including any Motor Vehicle Law) is noted therein.

SECTION 3.06 Litigation and Environmental Matters.

(a) Other than the Chapter 11 Case, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Borrower, threatened against or affecting the Borrowers (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve this Agreement, any other Loan Document, the Transactions or any Pre-Petition Loan Document (other than objections or pleadings that may have been filed in the Chapter 11 Case with respect to the Loan Parties seeking authorization to enter into the Loan Documents and incur Obligations under this Agreement).

(b) Except for the Disclosed Matters, (i) no Borrower has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability which individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect and (ii) and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no Borrower (1) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, except where failure or non-compliance is permitted by the Bankruptcy Code, or (2) has become subject to any Environmental Liability.

SECTION 3.07 Compliance with Laws and Agreements. Each Borrower is in compliance with all Requirements of Law (including any Motor Vehicle Law) applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except (i) where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; or (ii) arising under any agreement that the applicable Borrower has rejected under Section 365 of the Bankruptcy Code not in prohibition of this Agreement or the DIP Orders; or (iii) for Defaults and Events of Default resulting from obligations with respect to which failure to comply or non-compliance is permitted by the Bankruptcy Code. No Default has occurred and is continuing except as arising from the Chapter 11 Events and Circumstances or for Defaults resulting from obligations with respect to which the Bankruptcy Code prohibits the Loan Parties from complying or permits the Loan Parties not to comply.

SECTION 3.08 Investment Company Status. No Borrower is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09 Taxes. Except as permitted under the Bankruptcy Code and as separately disclosed in writing to the Lenders, each Borrower has timely filed or caused to be filed all federal and all material Tax returns and reports required to have been filed and has paid or caused to be paid all material Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which such Borrower has set

aside on its books adequate reserves. No material tax liens have been filed prior to Closing Date, and no claims are being asserted with respect to any such taxes.

SECTION 3.10 ERISA. Except as a result of the Chapter 11 Events and Circumstances, no ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accrued benefit obligations under each Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefit obligations by a material amount. Neither the Borrower nor any of its ERISA Affiliates contributes to, or has any liability with respect to, any Multiemployer Plan or has any contingent liability with respect to any post-retirement welfare benefit under a Plan that is subject to ERISA, other than liability for continuation coverage described in Part 6 of Title I of ERISA. Except for the Deferred Compensation Plan and Trust, no Borrower has entered into or established a grantor trust, within the meaning of Subpart E, Part I, Subchapter J, Subtitle A of the Code, for the purpose of funding nonqualified deferred compensation benefits, including, without limitation, any grantor trust designed to comply with the requirements of Internal Revenue Service Revenue Procedure 92-64, 1992-2 C.B. 422 (August 17, 1992) or any successor guidance promulgated by the Internal Revenue Service.

SECTION 3.11 Disclosure. The Borrowers have disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which any of them or any of their respective Subsidiaries is subject, and all other matters known to them, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No reports, financial statements, certificates or other information furnished by or on behalf of any Borrower to the Disbursing Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact by a Borrower or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered and, if such projected financial information was delivered prior to the Closing Date, as of the Closing Date.

SECTION 3.12 Material Agreements. All material agreements and contracts to which any Borrower is a party or is bound as of the Closing Date and, which involve the payment or receipt by a Borrower or the Borrowers collectively of more than $1,500,000 or the breach or termination of which could reasonably be expected to result in a Material Adverse Effect, are listed on Schedule 3.12 ("Material Agreements"). No Borrower is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Material Agreement to which it is a party, except for: (i) Defaults and Events of Default resulting from obligations with respect to which the Bankruptcy Code prohibits the Loan Parties from complying or permits the Loan Parties not to comply; or (ii) defaults under Pre-Petition Loan Documents, so long as the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code or defaults under Material Agreements which are voided or invalidated by the Bankruptcy Court.

SECTION 3.13 [Reserved].

SECTION 3.14 Insurance. Schedule 3.14 sets forth a description of all insurance maintained by or on behalf of the Borrowers as of the Closing Date. As of the Closing Date, all premiums due and invoiced in respect of such insurance have been paid. The Borrowers believe that the insurance maintained by or on behalf of the Borrowers and their respective Subsidiaries is adequate (such insurance includes insurance with respect to liability for bodily injury and property damage resulting from the operation of the Rolling Stock by the Borrowers in amounts (and to the extent) customary with companies in the same or similar business and in accordance with applicable law).

SECTION 3.15 Capitalization and Subsidiaries. Schedule 3.15 sets forth (a) a correct and complete list of the name and relationship to the Borrowers of each and all of the Borrowers' Subsidiaries, (b) a true and complete listing of each class of each of the Borrowers' (other than the Company's) authorized Equity Interests, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 3.15, and (c) the type of entity of the Borrowers and each of their respective Subsidiaries. All of the issued and outstanding Equity Interests owned by any Borrower have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable.

SECTION 3.16 Security Interest in Collateral. Upon the issuance and entry of the Interim Order by the Bankruptcy Court, the Interim Order, the provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral (including all Real Property) in favor of the Collateral Agent, for the benefit of the Secured Parties, and such Liens shall constitute perfected and continuing Liens with the priority set forth in Section 2.17(b) on the Collateral, securing the Secured Obligations, enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral (including, effective only upon entry of the Final DIP Order, proceeds of Avoidance Actions) other than with respect to the Carve-Out and the Pre-Petition Prior Liens (which includes first priority liens granted to Pre-Petition Real Estate Lender pursuant to the Pre-Petition Real Estate Credit Agreement subject in all respects to the Pre-Petition Real Estate Intercreditor Agreement) as set forth in the DIP Orders. For avoidance of doubt, nothing herein shall in any way modify the terms of the Pre-Petition Real Estate Intercreditor agreement or the rights and obligations of the parties thereunder.

SECTION 3.17 Labor Disputes. As of the Closing Date, there are no strikes, lockouts or slowdowns against any Borrower pending or, to the knowledge of the Borrowers, threatened. Except as could not reasonably be expected to result in a Material Adverse Effect, the hours worked by and payments made to employees of the Borrowers have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters. All payments due from any Borrower, or for which any claim may be made against any Borrower, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Borrower.

SECTION 3.18 [Reserved].

SECTION 3.19 Common Enterprise. The successful operation and condition of each of the Borrowers is dependent on the continued successful performance of the functions of the group of the Borrowers as a whole and the successful operation of each of the Borrowers is dependent on the successful performance and operation of each other Borrower and each of the Borrower's access to sufficient working capital and liquidity through the use of Cash Collateral and the DIP Revolving Loans. Each Borrower expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Borrowers and (ii) the credit extended by the Lenders to the Borrowers hereunder, both in their separate capacities and as members of the group of companies. Each Borrower has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Borrower is within its purpose, will be of direct and indirect benefit to such Borrower, and is in its best interest.

SECTION 3.20 Location of Rolling Stock. The Rolling Stock of the Borrowers (i) is not stored with a bailee, warehouseman or similar party and (ii) is located only at, or in-transit between, locations in the continental United States of America, Canada and Mexico (including in "over the road use" or retained for the purpose of loading or unloading, fueling, repairs and maintenance, driver scheduling and compliance with hours of service, and other customary trucking uses); provided that, the Borrowers shall only permit trailers to enter Mexico.

SECTION 3.21 USA Patriot Act; Foreign Corrupt Practices Act.

(a) None of the Loan Parties is identified in any list of known or suspected terrorists published by any United States government agency including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control ("OFAC"). The Borrowers will not directly or indirectly use the proceeds of the DIP Revolving Loans or otherwise make available such proceeds to any person, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(b) No Borrower nor any director or officer, nor to the best knowledge of the Borrowers, any Loan Party that is not a Borrower, nor any agent, employee or other person acting, directly or indirectly, on behalf of any Loan Party, has, in the course of its actions for, or on behalf of, any Loan Party, directly or indirectly (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

SECTION 3.22 Absence of Foreign or Enemy Status. None of the Loan Parties is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.), as amended. None of the Loan Parties is in violation of, nor will the use of any of the DIP Revolving Loans violate, the Trading with the

Enemy Act, as amended, or any executive orders, proclamations or regulations issued pursuant thereto, including, without limitation, regulations administered by OFAC (31 C.F.R. Subtitle B, Chapter V).

SECTION 3.23 Holding Company. The Company does not engage in any material business activities other than owning the Equity Interests of its Subsidiaries, engaging in business activities (including employing personnel, contracting for goods and services, buying and selling assets, and incurring liabilities (in each case, including transactions with its Affiliates) in support of the consolidated operations of the Company and its Subsidiaries, and incurring liabilities arising under the Loan Documents and any documents governing Indebtedness permitted to be incurred by the Company under Section 6.01 hereof).

SECTION 3.24 Bankruptcy Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof and the proper notice, to the extent given or required to be given prior to the date hereof, was given for (x) the motions seeking approval of the Loan Documents and the Interim Order and Final DIP Order, (y) the hearings for the approval of the Interim Order, and (z) the hearings for the approval of the Final DIP Order.

(b) From and after the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final DIP Order, the Obligations will constitute allowed administrative expenses in the Chapter 11 Cases having priority over all administrative expenses and unsecured claims against the Loan Parties to the extent set forth in Section 2.17(b) and as further set forth in the DIP Orders.

(c) From and after the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order and the Final DIP Order, the Obligations will be secured by a valid and perfected first priority lien on all of the Collateral (including, effective only upon entry of the Final DIP Order, proceeds of Avoidance Actions), subject, as to priority only, to the Carve-Out and the Pre-Petition Prior Liens (which includes first priority liens granted to Pre-Petition Real Estate Lender pursuant to the Pre-Petition Real Estate Credit Agreement, subject in all respects to the Pre-Petition Real Estate Intercreditor Agreement), as set forth in the DIP Orders.

(d) The Interim Order (with respect to the period prior to entry of the Final DIP Order) or the Final DIP Order (with respect to the period on and after entry of the Final DIP Order), as the case may be, is in full force and effect has not been reversed, stayed, modified or amended without the Required Lenders' consent in their sole discretion.

ARTICLE IV

Conditions

SECTION 4.01 Closing Date. This Agreement and the obligations of the Lenders to make DIP Revolving Loans hereunder on the Closing Date shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Lenders (or their counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Lenders (which may include facsimile or electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of the Agency Fee Letter, any other Loan Documents and such other certificates, documents, instruments and agreements as the Lenders shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Lender pursuant to Section 2.06(e) payable to the order of each such requesting Lender.

(b) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Lenders shall have received (i) a certificate of each Loan Party, dated the Closing Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its board of directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the Financial Officers and any other officers of such Loan Party authorized to sign the Loan Documents to which it is a party, and (C) contain appropriate attachments, including a true and correct copy of its by-laws or operating or partnership agreement.

(c) No Default Certificate. The Lenders shall have received a certificate, signed by a Financial Officer of the Company for the Company and each other Loan Party certifying to the Disbursing Agent and the Lenders, on the Closing Date, (i) that no Default has occurred and is continuing, other than the Chapter 11 Events and Circumstances or for Defaults resulting from obligations with respect to which the Bankruptcy Code prohibits the Loan Parties from complying or permits the Loan Parties not to comply, (ii) that no litigation, inquiry, injunction or restraining order is pending, entered or threatened (other than the Chapter 11 Cases) that, in the reasonable opinion of the Required Lenders, could reasonably be expected to have a Material Adverse Effect on (A) the transactions contemplated by this Agreement, (B) the Borrowers to perform their obligations under the Loan Documents (except where non-performance is permitted by the Bankruptcy Code), (C) the rights and remedies of the Disbursing Agent and the Lenders under the Loan Documents, or (D) the perfection or priority of any security interests granted to the Collateral Agent under the Loan Documents, (iii) that the representations and warranties contained in this Agreement and the other Loan Documents are true and correct in all material respects (or, if the applicable representation and warranty is already qualified or modified by "materiality", "Material Adverse Effect" or similar materiality language shall be true and correct in all respects) as of such date (except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (or, if the applicable representation and warranty is already qualified or modified by "materiality", "Material Adverse Effect" or similar materiality language, were true and correct in all respects) as of such earlier date), and (iv) as to any other factual matters as may be reasonably requested by the Lenders.

(d) Fees. The Lenders and the Agents shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the Closing Date. All such amounts will be paid with proceeds of DIP Revolving Loans made on the Closing Date and will be reflected in the funding instructions given by the Borrowers to the Disbursing Agent on or before the Closing Date.

(e) Representations and Warranties. The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (or, if the applicable representation and warranty is already qualified or modified by "materiality", "Material Adverse Effect" or similar materiality language, shall be true and correct in all respects) on and as of the Closing Date (except to the extent such representations or warranties specifically relate to an earlier date in which case such representations and warranties shall have been true and correct in all material respects (or, if the applicable representation and warranty is already qualified or modified by "materiality", "Material Adverse Effect" or similar materiality language, shall have been true and correct in all respects) as of such earlier date).

(f) No Default. No Default shall have occurred and be continuing, other than the Chapter 11 Cases.

(g) Borrowing Request. The Disbursing Agent shall have received the Borrowing Request required under Section 2.03 hereof.

(h) Availability. No more than $12,034,015.58 of initial DIP Revolving Loans shall be advanced on the Closing Date, and after the funding of the initial DIP Revolving Loans on the Closing Date and payment of all costs and expenses in connection therewith, Availability shall be not less than $877,984.42.

(i) Litigation. There shall not exist any order, injunction or decree of any Governmental Authority (other than the Chapter 11 Cases) restraining or prohibiting the funding of the DIP Revolving Loans hereunder.

(j) Debtor-in-Possession. Each Loan Party shall be a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code.

(k) Interim Order. The Bankruptcy Court shall have entered the Interim Order, and such Interim Order shall be in full force and effect and shall not have been stayed, vacated, reversed, amended or otherwise modified without the prior written consent of the Required Lenders in their sole discretion.

(l) No Other Relief. No motion, pleading or application seeking relief affecting the provision of the financing contemplated hereunder shall have been filed in the Bankruptcy Court by any Loan Party without the prior written consent of the Required Lenders in their sole discretion.

(m) Cash Management Order. The Bankruptcy Court shall have entered a cash management order in form and substance acceptable to the Required Lenders in their sole discretion no later than three (3) days after the Petition Date, and such order shall be in full force and effect and shall not have been stayed, vacated, reversed, amended or otherwise modified without the prior written consent of the Required Lenders in their sole discretion.

(n) Payment of Pre-Petition Interest and Fees. The Required Lenders shall have received evidence reasonably satisfactory to the Required Lenders that the Loan Parties have paid in full all pre-petition interest and pre-petition fees that have accrued pursuant to the Pre-Petition

Loan Documents except for the interest and fees which remain unpaid and for which payment thereof is provided for in the Approved Budget.

(o) Initial Approved Budget. The Lenders shall have received the Initial Approved Budget (as defined in the Interim Order), attached as Exhibit A to the Interim Order (the "Initial Approved Budget").

(p) DIP Order Conditions. All other conditions to borrowing in the Interim Order shall have been satisfied.

For the purpose of determining satisfaction with the conditions specified in this Section 4.01, each Lender that has signed and delivered this Agreement shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 4.01 unless the Agents shall have received written notice from such Lender prior to the Closing Date specifying its objection thereto.

SECTION 4.02 DIP Revolving Loans Made after the Closing Date.

The obligation of each Lender to make any DIP Revolving Loans after the Closing Date shall be subject to, and to the satisfaction (or waiver in accordance with Section 9.02) of, each of the conditions precedent set forth below.

(a) Orders. (i) If such date is on or after the Interim Period Outside Date, the Bankruptcy Court shall have entered the Final DIP Order, (ii) if the Interim Order has expired, the Bankruptcy Court shall have entered the Final DIP Order, (iii) the Interim Order or the Final DIP Order, as the case may be, shall not have been vacated, stayed, reversed, modified or amended without the Required Lenders' consent (and the Agents' consent to the extent required pursuant to Section 9.02(b)) or shall otherwise be in full force and effect and (iv) the Interim Order or the Final DIP Order, as the case may be, in any respect shall not be the subject of a stay pending either appeal or a motion for reconsideration thereof.

(b) Outstanding Principal Amount. After giving effect to any such DIP Revolving Loans, the aggregate outstanding amount of the DIP Revolving Loans would not exceed the Maximum DIP Revolving Loan Balance at such time.

(c) Prior to Entry of Final DIP Order. For any DIP Revolving Loan to be made prior to the entry of the Final DIP Order, the sum of the outstanding principal amount of the DIP Revolving Loans (after giving effect to the amount of the requested DIP Revolving Loan) shall not exceed the amount permitted by the Interim Order.

(d) Borrowing Request. The Disbursing Agent shall have received a Borrowing Request as required under Section 2.03 hereof.

(e) No Default. At the time of and immediately after giving effect to the making of such DIP Revolving Loans and the application of the proceeds thereof, no Default shall have occurred and be continuing on such date, other than the Chapter 11 Cases.

(f) Representations and Warranties. The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (or, if the applicable representation and warranty is already qualified or modified by "materiality", "Material Adverse Effect" or similar materiality language, shall be true and correct in all respects) on and as of the date of such Borrowing (except to the extent such representations or warranties specifically relate to an earlier date in which case such representations and warranties shall have been true and correct in all material respects (or, if the applicable representation and warranty is already qualified or modified by "materiality", "Material Adverse Effect" or similar materiality language, shall have been true and correct in all respects) as of such earlier date).

The delivery of a Borrowing Request and the acceptance by the Borrowers of the proceeds of any DIP Revolving Loans shall constitute a representation and warranty by the Borrowers and each other Loan Party that on the date of the making of such DIP Revolving Loans (both immediately before and after giving effect to such DIP Revolving Loans and the application of the proceeds thereof) the conditions contained in this Section 4.02 have been satisfied. The Borrowers shall provide such information as the Required Lenders may reasonably request to confirm that the conditions in this Section 4.02 have been satisfied.

ARTICLE V

Affirmative Covenants

Until the DIP Revolving Loan Commitments have expired or been terminated and the principal of and interest on each DIP Revolving Loan and all fees payable hereunder shall have been paid in full, each Borrower executing this Agreement covenants and agrees, jointly and severally with all of the other Borrowers, with the Lenders that:

SECTION 5.01 Financial Statements; Other Information. The Company will furnish to the Disbursing Agent and the Lenders:

(a) [reserved];

(b) within 35 days after the end of each calendar month, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with (i) any delivery of financial statements under clause (b) above and (ii) the delivery of each Variance Report under clause (p) below, a certificate of a Financial Officer of the Company in substantially the form of Exhibit C (a "Compliance Certificate") (i) certifying, in the case of the financial statements delivered under clause (b) above,

as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, and (iv) setting forth reasonably detailed calculations of the Budget Covenants (as defined in the DIP Orders).

(d) [reserved];

(e) to the extent requested by the Lenders, within 15 days of the end of each calendar month and at such other times as may be reasonably requested by the Lenders, as of the month then ended, a schedule and aging of the Borrowers' accounts payable, delivered electronically in a text formatted file (not in an Adobe *.pdf file);

(f) to the extent requested by the Lenders, within 15 days of the end of each fiscal month, as of the month then ended, and at such other times as may be reasonably requested by the Lenders, a list of each customer's name, mailing address and phone number, delivered electronically in a text formatted file (not in an Adobe *.pdf file);

(g) to the extent requested by the Lenders, within 15 days of the end of each calendar month and at such other times as may be reasonably requested by the Lenders, with respect to the Rolling Stock of the Borrowers, a certificate setting forth, as of the month then ended, all delivered electronically in a text formatted file (not in an Adobe *.pdf file):

(i) a summary report of the Rolling Stock of the Borrowers;

(ii) a list of Rolling Stock of the Borrowers purchased or otherwise acquired during such period, setting forth the following information: the date of acquisition, the manufacturer, the year made, the model, the vehicle identification number, the owner and the state in which it is titled, which list shall supplement and update Schedule 3.05(c);

(iii) a list of Rolling Stock of the Borrowers sold or contracted for sale during such period, certified as true and correct by the Company;

(iv) the dollar amount spent on such purchases or acquisitions of Rolling Stock during such period;

(v) a report reconciling the records of the Borrowers against the most recent certificate delivered by the Borrowers to the Collateral Agent under this clause (g) with respect to the Rolling Stock; and

(vi) any other information relating to the Rolling Stock as the Collateral Agent or the Lenders may reasonably request;

(h) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Company or any of its Subsidiaries, or compliance with the terms of this Agreement, as any Agent or the Required Lenders may reasonably request;

(i) to the extent requested by the Lenders, within 15 days of the end of each calendar month and at such other times as may be reasonably requested by the Lenders, the calculation, in form and substance reasonably satisfactory to the Lenders, prepared by the Borrowers setting forth the total amount of Capital Expenditures incurred during such month for Rolling Stock and the total amount of Capital Expenditures incurred during such month other than for the purchase of Rolling Stock;

(j) commencing on May 29, 2020, and on every Wednesday thereafter, an updated "rolling" 13-week cash flow budget substantially in the form as the Initial Approved Budget, which, once approved by the Required Lenders, shall replace the Initial Approved Budget or the prior Supplemental Approved Budget;

(k) at the times required by the DIP Orders, a variance report/reconciliation report (the "Variance Report"), certified by a Financial Officer of the Borrowers, in form acceptable to the Required Lenders, setting forth the applicable information required by the DIP Orders;

(l) as soon as available, but not later than the date such reports or certificates are required to be delivered pursuant to the terms of the DIP Orders, copies of all other reports and certificates required to be delivered by the Loan Parties pursuant to the terms of the DIP Orders;

(m) as soon as available and in any event within ten (10) days after the end of each calendar month, an Availability Certificate certified on behalf of the Company by a Financial Officer of the Company;

(n) no later than Wednesday of each calendar week (beginning with the calendar week ending on May 29, 2020), a report, in form acceptable to the Required Lenders, setting forth any updates with respect to the potential sale or sale of any of the Borrowers' assets and the sale process milestones set forth in the DIP Orders; and

(o) promptly, such additional business, financial, corporate affairs, perfection certificates and other information as the Disbursing Agent or any Lender may from time to time reasonably request in writing.

SECTION 5.02 Notices of Material Events. The Borrowers will furnish to the Disbursing Agent and each Lender, promptly (and in no event later than three Business Days after becoming aware thereof), written notice of the following:

(a) the occurrence of any Default;

(b) receipt of any notice of any governmental investigation or any litigation or proceeding commenced or threatened against any Borrower that (i) seeks damages in excess of $1,000,000, (ii) seeks material injunctive relief, (iii) is asserted or instituted against any Plan, its

fiduciaries or its assets, which asserts or is reasonably expected by the Borrowers to result in damages, costs or liabilities of any Borrower in excess of $1,000,000, (iv) alleges criminal misconduct by any Borrower, (v) alleges the violation of any law regarding, or seeks remedies in connection with, any Environmental Laws which asserts or could reasonably be expected to result in damages, costs or liabilities of any Borrower in excess of $1,000,000, (vi) contests any tax, fee, assessment, or other governmental charge in excess of $1,000,000, (vii) involves any product recall or (viii) seeks an injunction or other stay of the performance of this Agreement, any other Loan Document or any Pre-Petition Loan Documents;

(c) any Lien (other than Liens permitted under Section 6.02) or claim made or asserted against any of the Collateral;

(d) any loss, damage, or destruction to the Collateral in the amount of $500,000 or more, whether or not covered by insurance;

(e) any and all default notices received under or with respect to any leased location or public warehouse where Collateral is located (which shall be delivered within two Business Days after receipt thereof) which default could reasonably be expected to cause a Lien to attach to any Collateral or cause the termination of the Liens granted to the Collateral Agent pursuant to the Loan Documents;

(f) all material amendments to any Material Agreement, together with a copy of each such amendment;

(g) the fact that a Borrower has entered into a Swap Agreement or an amendment to a Swap Agreement, together with copies of all agreements evidencing such Swap Agreement or amendments thereto (which shall be delivered within two Business Days);

(h) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers and their respective Subsidiaries in an aggregate amount exceeding $1,000,000;

(i) promptly after such Borrower becomes aware thereof, of any event or fact which could give rise to a material claim by it for indemnification under any of its Material Agreements; and

(j) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 5.02 shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Existence; Conduct of Business. Each Borrower will, and will cause each of its Subsidiaries to, (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits

material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or any sales of assets permitted by Section 6.05, (b) except as set forth in Section 5.18 with respect to the Sale Procedures Motion and Sale Procedures Order, carry on and conduct its business in substantially the same manner and in substantially the same or related fields of enterprise as it is presently conducted and (c) cause (i) all Rolling Stock (other than Rolling Stock having an aggregate value at any given time less than $750,000), now owned or hereafter acquired by any Borrower, which, under applicable law, is required to be registered, to be properly registered (including the payment of all necessary taxes and receipt of any applicable permits) in the name of such Borrower and (ii) all Rolling Stock (other than Rolling Stock having an aggregate value at any given time less than $750,000), now owned or hereafter acquired by any Borrower, the ownership of which, under applicable law (including any Motor Vehicle Law), is evidenced by a Certificate of Title, to be properly titled in the name of such Borrower.

SECTION 5.04 Payment of Obligations. To the extent permitted by the DIP Orders, each Borrower will, and will cause each of its Subsidiaries to, pay or discharge before they become delinquent (a) all material Post-Petition Taxes and (b) all other lawful Post-Petition claims, in each case, that if unpaid would, by operation of applicable Requirements of Law, become a Lien upon any property of any Borrower, except, in each case, for those where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Borrower has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) such liabilities would not result in aggregate liabilities in excess of $500,000.

SECTION 5.05 Maintenance of Properties. Each Borrower will, and will cause each of its Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

SECTION 5.06 Books and Records; Inspection Rights. Each Borrower will, and will cause each of its Subsidiaries to, (i) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (ii) permit any representatives designated by the Disbursing Agent or any Lender (including employees of the Disbursing Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Disbursing Agent or any Lender), at any and all times, to visit and inspect its properties, to examine and make extracts from its books and records, including environmental assessment reports and Phase I or Phase II studies, and to discuss its affairs, finances and condition with its officers and independent accountants.

SECTION 5.07 Compliance with Laws. Each Borrower will, and will cause each of its Subsidiaries to, comply in all material respects with all Requirements of Law (including any Motor Vehicle Law) applicable to it or its property, that if violated could reasonably be expected, either individually or in the aggregate, to adversely impact the Borrowers, the Agents, or the Lenders in any material respect, in each case, except where failure or non-compliance is permitted by the Bankruptcy Code.

SECTION 5.08 Use of Proceeds. The proceeds of the DIP Revolving Loans and the proceeds of the Collateral will be used solely for (i) the repayment of a portion of the

outstanding principal, accrued interest and accrued fees, costs and expenses owing in connection with the Pre-Petition ABL Credit Agreement (which shall be paid from the proceeds of the initial DIP Revolving Loans made to the Borrowers on the Closing Date) in the amount of $[11,534,015.58][3], (ii) working capital (excluding capital expenditures and Rolling Stock) to the extent set forth in, and in accordance with, the Approved Budget, (iii) maintenance capital expenditures to the extent set forth in, and in accordance with, the Approved Budget, (iv) payment of costs of administration of the Chapter 11 Cases to the extent set forth in, and in accordance with, the Approved Budget, (v) Permitted Expenses, (vi) the unpaid fees, costs, and disbursements of professionals in the Chapter 11 Cases as set forth in the definition of the term "Carve-Out" in the DIP Order, (vii) such Pre-Petition Obligations as the Required Lenders consent to and the Bankruptcy Court approves, in each case in a manner consistent with the terms and conditions contained herein and in the DIP Orders, and to the extent set forth, and in accordance with, the Approved Budget, or as otherwise expressly permitted under this Agreement and (viii) the roll-up of the Pre-Petition Incremental Term Obligations upon entry of the Final DIP Order as contemplated herein and in the DIP Orders. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X, or a violation of the DIP Orders.

SECTION 5.09 Insurance.

(a) Other than with respect to Rolling Stock (with respect to which the applicable Borrowers self-insure), each Borrower will, and will cause each of its Subsidiaries to, maintain with financially sound and reputable carriers having a financial strength rating of at least A- by A.M. Best Company (or such other rating as may be approved in writing by the Required Lenders) insurance in such amounts (and to the extent) (with no greater risk retention) and on an all-risk basis (including, but not limited to, loss or damage by fire and loss in transit; theft, burglary, pilferage, larceny, embezzlement, and other criminal activities; business interruption; and general liability) and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations (including insurance with respect to liability for bodily injury and property damage resulting from the operation of the Rolling Stock by the Borrowers in amounts (and to the extent) customary with companies in the same or similar business operating in the same or similar locations).

(b) The Borrowers will furnish to the Lenders, no more frequently than quarterly so long as no Event of Default has occurred and is continuing, upon request of the Required Lenders, information in reasonable detail as to the insurance so maintained.

(c) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", the applicable Borrower shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Borrower within a "Special Flood Hazard Area"). The amount of all insurance required by this Section 5.09 shall at a minimum comply with applicable law, including the Flood Disaster Protection Act of 1973, as amended. All

[3] NTD: To be the amount that results in $2.5MM outstanding under the Pre-Petition ABL Credit Agreement as of the date of paydown.

premiums on such insurance shall be paid when due by the applicable Borrower, and copies of the policies delivered to the Lenders.

(d) If the applicable Borrower fails to obtain any insurance as required by this Section 5.09, the Disbursing Agent at the direction of the Required Lenders may obtain such insurance at such Borrower's expense. By purchasing such insurance, the Disbursing Agent shall not be deemed to have waived any Default arising from such Borrower's failure to maintain such insurance or pay any premiums therefor.

(e) All insurance policies required under this Section 5.09 shall name the Collateral Agent (for the benefit of the Collateral Agent, the Disbursing Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or mortgagee clauses, through endorsements which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Collateral Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and loss payable or mortgagee clauses may be cancelled, amended, or terminated only upon at least thirty days prior written notice given to the Collateral Agent.

SECTION 5.10 Casualty and Condemnation. The Borrowers (a) will furnish to the Collateral Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding and (b) will ensure that the Net Proceeds of any such event (whether in the form of insurance proceeds, condemnation awards or otherwise) are collected and applied in accordance with the applicable provisions of this Agreement.

SECTION 5.11 Appraisals and Field Exams.

(a) At any time the Collateral Agent or the Required Lenders request, the Borrowers and their respective Subsidiaries will provide (i) the Collateral Agent with appraisals or updates thereof of their real property from an appraiser selected and engaged by the Collateral Agent, and prepared on a basis satisfactory to the Collateral Agent, such appraisals and updates to include information required by applicable law and regulations, each such appraisal to be at the sole expense of the Borrowers and (ii) appraisals or updates thereof of their Rolling Stock from a nationally recognized appraiser, such appraisals and updates to include information required by applicable law and regulations, each such appraisal to be at the sole expense of the Borrowers.

(b) Upon prior notice from the Collateral Agent or the applicable Lender, each Borrower agrees that the Collateral Agent, any Lender or their respective agents may enter upon the premises of each Borrower at any time and from time to time, for the purpose of (a) enabling the Collateral Agent's or any Lender's internal auditors or outside third party designees to conduct field examinations at such Borrower's expense, (b) inspecting the Collateral, (c) inspecting and/or copying (at such Borrower's expense) any and all records pertaining thereto, and (d) discussing the affairs, finances and business of any Borrower or with any officers, employees and directors of any Borrower or with the independent accountant of the Borrowers.

(c) The Borrowers acknowledge and agree that, at the expense of the Borrowers, the Collateral Agent or any Lender shall have the right to conduct an independent inspection of the Certificates of Title then on hand with any appropriate Governmental Authority in order to verify the accuracy and completeness of any information contained on such Certificates of Title and compliance with this Agreement; provided, however, that if there are significant errors or discrepancies in the Certificates of Title or non-compliance with this Agreement, the Collateral Agent and the Lenders shall, at the expense of the Borrowers, have the right to conduct an independent inspection of all of the Certificates of Title. The Borrowers shall deliver to the Collateral Agent (or its designees) any power of attorney or other document that may be requested by the Collateral Agent or required by such Governmental Authority in connection therewith. The Borrowers acknowledge that such inspection may be conducted by employees of the Collateral Agent or any third party retained by the Collateral Agent for such purposes.

(d) Upon prior notice from the Required Lenders, the Borrowers agree to make senior officers of the Borrowers available following delivery of each Compliance Certificate by telephone conference to discuss the affairs, finances and business of any Borrower with officers and employees of the Lenders.

SECTION 5.12 [Reserved].

SECTION 5.13 Rolling Stock.

(a) The Borrowers shall (i) deposit all Certificates of Title of Rolling Stock that is Collateral into a segregated, secured fire-proof location at the Company's chief executive office located at 5310 New Kings Road, Jacksonville, Florida, 32209, Duval County and (ii) timely pay all fees required by the states of Florida, Georgia, Idaho, Illinois and South Dakota, as applicable, with respect to such registrations of Rolling Stock that is Collateral and the issuances of the corresponding Certificates of Title of Rolling Stock that is Collateral.

(b) The Borrowers hereby acknowledge and agree that (i) they shall hold and maintain all Certificates of Title of Rolling Stock that is Collateral on behalf of, and as an attorney-in-fact and agent for, the Collateral Agent, (ii) the Collateral Agent's security interest in, Liens on, and all rights and remedies with respect to the Rolling Stock that is Collateral and the Certificates of Title of Rolling Stock that is Collateral shall remain valid and enforceable at all times and (iii) the Borrowers shall promptly comply with any request or direction by the Collateral Agent to deliver the Certificates of Title of Rolling Stock that is Collateral to the Collateral Agent or to such other Person or location as the Collateral Agent may direct.

(c) Execution of this Agreement shall be evidence of each Borrower's consent to the Lien of the Collateral Agent on the Rolling Stock that is Collateral.

SECTION 5.14 Additional Collateral; Further Assurances.

(a) Subject to applicable law, the Borrowers and each of their respective Subsidiaries shall cause each of its Subsidiaries formed or acquired after the date of this Agreement in accordance with the terms of this Agreement to become a Borrower by executing the Joinder Agreement set forth as Exhibit D (the "Joinder Agreement"). Upon execution and delivery thereof,

each such Person (i) shall automatically become a Borrower hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will grant Liens to the Collateral Agent, for the benefit of itself, the Disbursing Agent and the Lenders, in any property of such Borrower which constitutes Collateral, including any parcel of real property located in the United States of America owned by any Borrower.

(b) The Borrowers and each of their respective Subsidiaries will cause 100% of the issued and outstanding Equity Interests of each of its Subsidiaries to be subject at all times to a perfected Lien in favor of the Collateral Agent, pursuant to the terms and conditions of the Loan Documents or other security documents as the Collateral Agent shall reasonably request.

(c) Without limiting the foregoing, each Borrower will execute and deliver, or cause to be executed and delivered, to the Collateral Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents and such other actions or deliveries of the type required by Section 4.01, as applicable), which may be required by law or which the Collateral Agent or the Required Lenders may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Loan Documents, all at the expense of the Borrowers.

(d) If any material assets (including any real property or improvements thereto or any interest therein) are acquired by any Borrower or any of their respective Subsidiaries after the Closing Date (other than assets constituting Collateral hereunder that becomes subject to the Lien in favor of the Collateral Agent upon acquisition thereof), the Borrowers will notify the Collateral Agent and the Required Lenders thereof, and, if requested by the Collateral Agent or the Required Lenders, the Borrowers will cause such assets to be subjected to a Lien securing the Secured Obligations and will take, and cause of their respective Subsidiaries to take, such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and perfect such Liens, including actions described in paragraph (c) of this Section 5.14, all at the expense of the Borrowers.

SECTION 5.15 Bankruptcy Court Filings. As soon as practicable in advance of filing with the Bankruptcy Court, the Loan Parties shall provide the Lenders and the Agents with copies of (i) the motion seeking approval of and proposed forms of the Interim Order and the Final DIP Order, which motion shall be in form and substance reasonably satisfactory to the Required Lenders (and to the extent any such motion shall by its terms amend, modify or otherwise affect the rights or duties of the Disbursing Agent or the Collateral Agent under this Agreement or the other Loan Documents, the Agents), (ii) the Sale Procedures Motion, which motion shall be in form and substance satisfactory to the Required Lenders (and to the extent the Sales Procedures Motion shall by its terms amend, modify or otherwise affect the rights or duties of the Disbursing Agent or the Collateral Agent under this Agreement or the other Loan Documents, the Agents), in their sole discretion, and the proposed form of the Sale Procedures Order, which order shall be in form and substance satisfactory to the Required Lenders (and to the extent the Sales Procedures Order shall by its terms amend, modify or otherwise affect the rights or duties of the Disbursing Agent or the Collateral Agent under this Agreement or the other Loan Documents, the Agents) in their sole discretion, (iii) all other proposed orders and pleadings

related to the financing contemplated hereunder, which orders and pleadings shall be in form and substance satisfactory to the Required Lenders (and to the extent such order or pleading shall by its terms amend, modify or otherwise affect the rights or duties of the Disbursing Agent or the Collateral Agent under this Agreement or the other Loan Documents, the Agents) in their sole discretion, (iv) any plan of reorganization or liquidation, and/or any disclosure statement related to such plan (which plan or disclosure statement shall comply with the requirements set forth herein), which plan of reorganization or liquidation and any related disclosure statement shall be in form and substance satisfactory to the Required Lenders (and to the extent such plan of reorganization or liquidation and any related disclosure statement shall by its terms amend, modify or otherwise affect the rights or duties of the Disbursing Agent or the Collateral Agent under this Agreement or the other Loan Documents, the Agents) in their sole discretion, (v) any motion, and proposed form of order, seeking to extend or otherwise modify the Loan Parties' exclusive periods set forth in section 1121 of the Bankruptcy Code, which motion and proposed order shall be in form and substance satisfactory to the Required Lenders in their sole discretion, (vi) any motion, other than the Sale Procedures Motion, seeking approval of any sale of any Loan Party's assets, which motion shall be in form and substance acceptable to the Required Lenders in their sole discretion and any proposed form of a bidding procedures order and sale order, which orders shall be in form and substance satisfactory to the Required Lenders in their sole discretion and (vii) any motion and proposed form of order filed with the Bankruptcy Court relating to the assumption, rejection, modification or amendment of any employment agreement, or the assumption, rejection, modification or amendment of any material contract, each of which motions and orders must be in form and substance satisfactory to the Required Lenders in their sole discretion.

SECTION 5.16 Bankruptcy Covenants. Notwithstanding anything in the Loan Documents to the contrary, the Loan Parties shall comply with all covenants, terms and conditions and otherwise perform all obligations set forth in the DIP Orders.

SECTION 5.17 Chapter 11 Cases. In connection with the Chapter 11 Cases, the Loan Parties shall give the proper notice for (v) the motions seeking approval of the Loan Documents and the Interim Order and Final DIP Order, (w) the hearings for the approval of the Interim Order, (x) the hearings for the approval of the Final DIP Order, (y) the motions seeking approval of the sale of all or substantially all of the assets or the Equity Interests of the Loan Parties and (z) the hearings for the approval of the sale of all or substantially all of the assets or the Equity Interests of the Loan Parties. The Loan Parties shall give, on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable. The Loan Parties hereby acknowledge and agree that any plan of reorganization or liquidation filed in the Chapter 11 Cases shall be in form and substance acceptable to the Required Lenders in their sole discretion.

SECTION 5.18 Sales Process Timeline. The Loan Parties shall timely comply with the sale process milestones set forth in the DIP Orders and shall incorporate such milestones into sale motions and orders, each of which shall be in form and substance acceptable to the Required Lenders (each a "Sale Motion" and "Sale Order", respectively). Promptly upon receipt by any Loan Party, such Loan Party shall deliver to the Lenders copies of all written indications of interest in the sale (by proposal, letter of intent or otherwise), term sheets, asset purchase agreements and other documents from prospective bidders, other interested parties or

their representatives, and such other information and documents as the Lenders may from time to time request.

SECTION 5.19 [Reserved].

SECTION 5.20 Budget Compliance. Subject to the terms and conditions set forth below and in the DIP Orders, the proceeds of Collateral and the proceeds of DIP Revolving Loans made under this Agreement and any other Collateral shall be used in accordance with this Agreement and the DIP Order and the Loan Parties shall at all times be in compliance with the covenants set forth herein and in the DIP Orders. The Disbursing Agent and Lenders (i) may assume that the Loan Parties will comply with the Approved Budget to the extent required by this Section 5.20 and shall have no duty to monitor such compliance and (ii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred (or otherwise) pursuant to the Approved Budget. The line items in the Approved Budget for payment of interest, expenses and other amounts to Agents and Lenders are estimates only, and the Loan Parties remain obligated to pay any and all Obligations in accordance with the terms of the Loan Documents, the Interim Order and the Final DIP Order. Nothing in the Approved Budget shall constitute an amendment or other modification of this Agreement or any of such restrictions or other lending limits set forth therein.

SECTION 5.21 Cash Management. The Borrowers shall maintain, or shall cause to be maintained, the Funding Account with a financial institution that has entered into an Account Control Agreement; provided, that such Account Control Agreement required to be delivered under this Section 5.21 shall be delivered as soon as practicable and in no event later than three Business Days following the Closing Date (or such later date as may be agreed to by the Required Lenders in their sole discretion).

ARTICLE VI

Negative Covenants

Until the DIP Revolving Loan Commitments have expired or terminated and the principal of and interest and premium on each Loan and all fees, expenses and other amounts payable under any Loan Document have been paid in full, the Borrowers covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Indebtedness. No Borrower will, or will permit its Subsidiaries to, create, incur or suffer to exist any Indebtedness, except to the extent permitted by the DIP Orders:

(a) the Secured Obligations;

(b) Indebtedness existing on the Closing Date and set forth in Schedule 6.01, together with any accrued payment-in-kind interest or other capitalized interest under any such Indebtedness;

(c) Indebtedness of a Borrower to any other Borrower;

(d) Guarantees by a Borrower of Indebtedness of any other Borrower; provided that (i) the Indebtedness so Guaranteed is permitted by this Section 6.01, and (ii) Guarantees permitted under this clause (d) shall be subordinated to the Secured Obligations of the applicable Borrower on the same terms as the Indebtedness so Guaranteed is subordinated to the Secured Obligations;

(e) [reserved];

(f) [reserved];

(g) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such person, in each case incurred in the ordinary course of business;

(h) Indebtedness of the Borrowers or any Subsidiary of a Borrower in respect of performance bonds, bid bonds, appeal bonds, surety bonds and similar obligations, in each case provided in the ordinary course of business;

(i) Indebtedness arising under or in connection with the Pre-Petition Loan Documents;

(j) [reserved];

(k) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent they are permitted to remain unfunded under applicable law (which shall include obligations in respect of employment agreements, stock options, phantom stock plans and stock ownership plans approved by such Borrower's board of directors), and obligations with respect to the Deferred Compensation Plan and Trust;

(l) [reserved];

(m) [reserved];

(n) [reserved];

(o) any additional unsecured Indebtedness (other than Indebtedness in respect of Rolling Stock) in an aggregate principal amount not to exceed $1,000,000 at any time outstanding; and

(p) Indebtedness under the CWI Sale-Leaseback Transaction.

Notwithstanding the foregoing, in no event shall the Borrowers be permitted hereunder to incur any Indebtedness in respect of Rolling Stock.

SECTION 6.02 Liens. No Borrower will create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell

any income or revenues (including accounts receivable) or rights in respect of any thereof, except to the extent permitted by the DIP Orders:

(a) Liens created pursuant to any Loan Document or any Pre-Petition Loan Document;

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of the Borrowers or any Subsidiary of a Borrower existing on the date hereof and set forth in Schedule 6.02; provided that except as otherwise expressly permitted herein, (i) such Lien shall not apply to any other property or asset of such Borrowers or such Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof;

(d) [reserved];

(e) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(f) [reserved]; and

(g) Liens securing Indebtedness permitted by Section 6.01(p).

SECTION 6.03 Fundamental Changes.

(a) No Borrower will, nor will it permit any of its Subsidiaries to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing any Borrower or any Subsidiary of a Borrower may merge into a Borrower in a transaction in which a Borrower is the surviving entity; provided that if the Company is a party to such transaction, the Company must be the surviving entity; provided that any such merger involving a Person that is not a wholly owned Subsidiary of a Borrower immediately prior to such merger shall not be permitted unless also permitted by Section 6.04.

(b) No Borrower will, nor will it permit any of its Subsidiaries to, engage in any business other than businesses of the type conducted by a Borrower or its Subsidiaries on the date of execution of this Agreement and businesses reasonably related thereto.

SECTION 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. No Borrower will purchase, hold or acquire (including pursuant to any merger with any Person that was not a Borrower and a wholly owned Subsidiary of a Borrower prior to such merger) any capital stock, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of

transactions) any assets of any other Person constituting a business unit (whether through purchase of assets, merger or otherwise), except to the extent permitted by the DIP Orders:

(a) Permitted Investments;

(b) investments in cash;

(c) investments in existence on the date of this Agreement and described in Schedule 6.04;

(d) investments by the Borrowers and their respective Subsidiaries in Equity Interests in their respective Subsidiaries;

(e) loans or advances made by any Borrower to any other Borrower;

(f) Guarantees constituting Indebtedness permitted by Section 6.01;

(g) loans or advances made by a Borrower to its employees on an arms-length basis in the ordinary course of business consistent with past practices for relocation costs and similar purposes up to a maximum of $100,000 in the aggregate at any one time outstanding;

(h) loans to (x) independent contractors of the Borrowers made on an arm's length basis in the ordinary course of business consistent with past practices for travel expenses and (y) independent contractors and employees of the Borrowers made on an arm's length basis in the ordinary course of business consistent with past practices for educational training expenses or for any independent contractor tractor financing program of the Borrower's up to a maximum of $500,000 in the aggregate at any one time outstanding;

(i) loans to employees of the Borrowers made on an arm's length basis in the ordinary course of business consistent with past practices for travel and entertainment expenses and advances for expenses up to a maximum of $1,250 per employee at any one time outstanding;

(j) loans made by the Company with cash deposits provided to secure bonds obtained in connection with the Company's self-insurance programs;

(k) [reserved];

(l) notes payable, or stock or other securities issued by Account Debtors to a Borrower pursuant to negotiated agreements with respect to settlement of such Account Debtor's Accounts in the ordinary course of business, consistent with past practices;

(m) investments in the form of Swap Agreements permitted by Section 6.07;

(n) investments received in connection with the dispositions of assets permitted by Section 6.05;

(o) investments constituting deposits described in clauses (c) and (d) of the definition of "Permitted Encumbrances"; and

(p) other investments (other than investments in Rolling Stock) not exceeding $500,000 in the aggregate at any one time outstanding.

Notwithstanding the foregoing, in no event shall any investments, purchase or other acquisition by any Borrower in Rolling Stock be permitted hereunder.

SECTION 6.05 Asset Sales. No Borrower will sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will any Borrower permit any of its Subsidiaries to issue any additional Equity Interest in such Subsidiary (other than to such Borrower or another Subsidiary of a Borrower in compliance with Section 6.04), except to the extent permitted by the DIP Orders:

(a) sales, transfers and dispositions of (i) inventory in the ordinary course of business and (ii) used, obsolete, worn out or surplus Equipment or property (other than Rolling Stock) in the ordinary course of business;

(b) the granting of a Permitted Encumbrance;

(c) sales, transfers and dispositions to a Borrower;

(d) sales, transfers and dispositions of accounts receivable in connection with the compromise, settlement or collection thereof;

(e) the leasing or subleasing of assets of the Borrowers or their Subsidiaries in the ordinary course of business;

(f) sales, transfers and dispositions of investments permitted by clause (j) of Section 6.04;

(g) the use or transfer of money, cash or cash equivalents in the ordinary course of business;

(h) (i) the lapse of registered patents, trademarks, copyrights and other intellectual property of the Borrowers or any of their Subsidiaries to the extent such intellectual property is no longer economically desirable in such Loan Party's reasonable business judgement or (ii) the abandonment of patents, trademarks, copyrights or other intellectual property rights in the ordinary course of business so long as, in each case under clauses (i) and (ii), (A) with respect to copyrights, such copyrights are not material revenue-generating copyrights and (B) such lapse is not materially adverse to the interests of the Lenders;

(i) the expiration of leasehold interests or the termination of leasehold interests to the extent that such termination or expiration would not result in an Event of Default;

(j) the making of Restricted Payments permitted to be made pursuant to Section 6.08;

(k) the making of investments permitted to be made pursuant to Section 6.04;

(l) [reserved]; and

(m) dispositions resulting from any casualty or other insured (including self-insured) damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of a Borrower or any Subsidiary of a Borrower;

provided that all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by paragraphs (c), (e) and (m) above) shall be made for fair value and for at least 75% cash consideration.

SECTION 6.06 Sale and Leaseback Transactions. No Borrower will enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property that is Collateral, 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.

SECTION 6.07 Swap Agreements. No Borrower will enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which a Borrower or any Subsidiary of a Borrower has actual exposure (other than those in respect of Equity Interests of a Borrower or any of their respective Subsidiaries), and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of a Borrower or any Subsidiary of a Borrower.

SECTION 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) No Borrower will declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except (i) the Company may declare and pay dividends with respect to its common stock payable solely in additional shares of its common stock, and, with respect to its preferred stock, payable solely in additional shares of such preferred stock or in shares of its common stock and (ii) Subsidiaries of a Borrower or any Borrower (other than the Company) may declare and pay dividends ratably with respect to their Equity Interests.

(b) No Borrower will make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest (unless permitted under the DIP Orders) on any Indebtedness, or any payment or other distribution (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 Indebtedness, except (i) payment of Indebtedness created under the Loan Documents and (ii) repayment of a portion of the outstanding principal, accrued interest and accrued fees, costs and expenses owing in connection with the Pre-Petition ABL Credit

Agreement from the proceeds of the DIP Revolving Loans on the Closing Date in the amount of $[11,534,015.58][4].

SECTION 6.09 Transactions with Affiliates. No Borrower will sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except to the extent permitted by the DIP Orders, (a) transactions that (i) are in the ordinary course of business and (ii) are at prices and on terms and conditions not less favorable to such Borrower than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among a Borrower and any Subsidiary of a Borrower or between Borrowers not involving any other Affiliate, (c) any investment permitted by Section 6.04(c), 6.04(d), 6.04(e) or 6.04(i), (d) any Indebtedness permitted under Section 6.01(c) or 6.01(d), (e) any Restricted Payment permitted by Section 6.08, (f) loans or advances to employees or independent contractors permitted by Section 6.04, (g) the payment of reasonable fees to directors of a Borrower or any Subsidiary of a Borrower who are not employees of a Borrower or any Subsidiary of a Borrower, and compensation and employee benefit arrangements paid to, and indemnities provided for the benefit of, directors, officers or employees of a Borrower or its Subsidiaries in the ordinary course of business, (h) any issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options, phantom stock plans and stock ownership plans approved by such Borrower's board of directors, (i) [reserved] and (j) any transaction disclosed on Schedule 6.09.

SECTION 6.10 Restrictive Agreements. No Borrower will, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Borrower to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Borrower to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to a Borrower or any other Subsidiary of such Borrower or to Guarantee Indebtedness of a Borrower or any other Subsidiary of such Borrower; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by any Loan Document or the Pre-Petition Loan Documents, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.10 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and the proceeds thereof and (iv) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof.

SECTION 6.11 Amendment of Material Documents. No Borrower will amend, modify or waive any of its rights under (a) its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents, (b) any

[4] NTD: To be the amount that results in $2.5MM outstanding under the Pre-Petition ABL Credit Agreement as of the date of paydown.

Material Agreements or (c) the Pre-Petition Loan Documents, in each case to the extent any such amendment, modification or waiver would be materially adverse to the Lenders.

SECTION 6.12 Employee Benefit Plans. Except for the Deferred Compensation Plan and Trust, no Borrower will enter into or establish a grantor trust, within the meaning of Subpart E, Part I, Subchapter J, Subtitle A of the Code, for the purpose of funding nonqualified deferred compensation benefits, including, without limitation, any grantor trust designed to comply with the requirements of Internal Revenue Service Revenue Procedure 92-64, 1992-2 C.B. 422 (August 17, 1992) or any successor guidance promulgated by the Internal Revenue Service.

SECTION 6.13 [Reserved].

SECTION 6.14 Holding Company. The Company shall not engage in any material business activities other than owning the Equity Interests of its Subsidiaries, engaging in business activities (including employing personnel, contracting for goods and services, buying and selling assets, and incurring liabilities (in each case, including transactions with its Affiliates)) in support of the consolidated operations of the Company and its Subsidiaries consistent with past practice, incurring liabilities arising under the Loan Documents and any documents governing Indebtedness permitted to be incurred by the Company under Section 6.01 hereof and other activities reasonably related to each of the foregoing. For the avoidance of doubt, the Company shall not directly engage in any trucking or logistics business for the benefit of third party customers.

SECTION 6.15 KEIP Plan. No Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, enter into any key employee incentive or retention plan, or other similar plan or agreement (any such agreement, a "KEIP"), unless such KEIP has been approved in writing by the Required Lenders.

SECTION 6.16 Chapter 11 Claims. None of the Loan Parties will, and no Loan Party will permit any of its Subsidiaries to, incur, create, assume, suffer to exist or permit (other than those existing, and disclosed to the Lenders, on the date hereof) any administrative expense, unsecured claim, or other super-priority claim or lien (except for the Carve-Out and Pre-Petition Prior Liens (which includes first priority liens granted to Pre-Petition Real Estate Lender pursuant to the Pre-Petition Real Estate Credit Agreement, subject in all respects to the Pre-Petition Real Estate Intercreditor Agreement) to the extent such liens had priority over the liens granted under the Pre-Petition Loan Documents) that are pari passu with or senior to the administrative expenses or the claims of the Secured Parties against the Loan Parties hereunder, or apply to the Bankruptcy Court for authority to do so.

SECTION 6.17 The DIP Orders. None of the Loan Parties shall, and no Loan Party will permit any of its Subsidiaries to, make or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the Interim Order or the Final DIP Order, other than as approved by the Required Lenders.

SECTION 6.18 Critical Vendor and Other Payments. None of the Loan Parties shall, and no Loan Party will permit any of its Subsidiaries to, make (i) any pre-petition "critical vendor" payments or other payments on account of any creditor's pre-petition unsecured claims, (ii) payments on account of claims or expenses arising under section 503(b)(9) of the Bankruptcy Code, (iii) payments in respect of a reclamation program or (iv) payments under any management incentive plan or on account of claims or expenses arising under Section 503(c) of the Bankruptcy Code, except, in each case, in amounts and on terms and conditions that are permitted by the Approved Budget and subject to permitted variances, as set forth in the DIP Orders.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article VII) payable under the Loan Documents, when and as the same shall become due and payable;

(c) any material representation or warranty made or deemed made by or on behalf of any Loan Party in or in connection with this Agreement or any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been materially incorrect when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.01, 5.02, 5.03 (with respect to a Loan Party's existence), 5.06, 5.08, 5.09, 5.11, 5.15, 5.16, 5.17, 5.18, 5.19, 9.12 or in Article VI of this Agreement;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those which constitute a default under another Section of this Article VII), and such failure shall continue unremedied for a period of (i) three days after the earlier of such breach or notice thereof from the Required Lenders if such breach relates to terms or provisions of Section 5.03 (other than with respect to a Loan Party's existence), 5.04, 5.05, 5.07, 5.10, 5.12, 5.13, 5.14 or 5.20 or (ii) five days after the earlier of such breach or notice thereof from the Required Lenders if such breach relates to terms or provisions of any other Section of this Agreement or any other Loan Document;

(f) Except for defaults occasioned by the filing of the Chapter 11 Cases and defaults resulting from obligations with respect to which the Bankruptcy Code prohibits the Loan Parties from complying or permits the Loan Parties not to comply, any Loan Party shall fail to

make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable or within any applicable grace period;

(g) Except for defaults occasioned by the filing of the Chapter 11 Cases and defaults resulting from obligations with respect to which the Bankruptcy Code prohibits the Loan Parties from complying or permits the Loan Parties not to comply, any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity;

(h) [reserved];

(i) [reserved];

(j) [reserved];

(k) one or more Post-Petition judgments for the payment of money in an aggregate amount in excess of $1,500,000 shall be rendered against any Loan Party or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party to enforce any such judgment or any Loan Party shall fail within 30 days to discharge one or more non-monetary Post-Petition judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers and their respective Subsidiaries in an aggregate amount exceeding (i) $1,000,000 in any year or (ii) $3,000,000 for all periods;

(m) a Change in Control shall occur, except as may occur or have occurred as a result of the Chapter 11 Cases with the consent of the Required Lenders in their sole discretion;

(n) the occurrence of any "default", as defined in any Loan Document (other than this Agreement) or the breach of any of the terms or provisions of any Loan Document (other than this Agreement, and any Pre-Petition Loan Document, so long as the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code or such Pre-Petition Loan Documents are voided or invalidated by the Bankruptcy Court), which default or breach continues beyond any period of grace therein provided;

(o) any Loan Document shall for any reason fail to create a valid and perfected first priority security interest (subject only to Liens permitted under Section 6.02) in any Collateral purported to be covered thereby, except as permitted by the terms of any Loan Document, or any Loan Document shall fail to remain in full force or effect or any action shall be taken to discontinue

or to assert the invalidity or unenforceability of any Loan Document, or any Loan Party shall fail to comply with any of the terms or provisions of any Loan Document;

(p) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

(q) any Loan Party is criminally indicted or convicted under any law that may reasonably be expected to lead to a forfeiture of any property of such Loan Party having a fair market value in excess of $500,000;

(r) The occurrence of any of the following in the Chapter 11 Cases:

(i) the payment by the Loan Parties of expenses (A) in excess of the amounts permitted by Section 5.20, or (B) otherwise in violation of the terms and condition of Section 5.20 and permitted variances set forth in the DIP Orders;

(ii) obtaining, after the Petition Date, credit or incurring Indebtedness that is (A) secured by a security interest, mortgage or other lien on all or any portion of Collateral which is equal or senior to any security interest, mortgage or other lien of the Collateral Agent, or (B) entitled to priority administrative status which is equal or senior to that granted to the Collateral Agent in the DIP Orders, unless used to indefeasibly repay the Obligations in full in cash;

(iii) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by the Loan Parties in the Chapter 11 Cases, or the entry of an order (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code from any Person other than the Lenders not otherwise permitted by this Agreement, or (B) to authorize any Person to recover from any portions of the Collateral any costs or expenses of preserving or disposing of such Collateral under Section 506(c) of the Bankruptcy Code, or (C) except as provided in the DIP Orders, to use Cash Collateral without the Required Lender's prior written consent under Section 363(c) of the Bankruptcy Code or (D) except as provided in the DIP Orders, to grant any lien other than Permitted Encumbrances upon or affecting any Collateral;

(iv) the dismissal of any of the Chapter 11 Cases or the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(v) any failure by the Loan Parties to make adequate protection payments or other payments to the Pre-Petition Agents or Pre-Petition Secured Parties as set forth in the DIP Orders when due;

(vi) any failure by the Loan Parties to perform, in any respect and subject to any applicable cure periods, any of the terms, provisions, conditions, covenants,

or obligations under any DIP Order or a Termination Event under any DIP Order shall occur;

(vii) the entry of an order which has not been withdrawn, dismissed or reversed (A) appointing an interim or permanent trustee in the Chapter 11 Cases or the appointment of an examiner or other responsible person with expanded powers in the Chapter 11 Cases, (B) granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral in excess of $10,000 or (y) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, (in each case with a value in excess of $25,000), (C) amending, supplementing, staying, reversing, vacating or otherwise modifying any of the Interim Order, the Final DIP Order, this Agreement or any other Loan Document, or any Agent's, any Secured Party's, Pre-Petition Agents' or Pre-Petition Secured Parties' rights, benefits, privileges or remedies under the Interim Order, the Final DIP Order, this Agreement, any other Loan Document or any Pre-Petition Loan Document or (D) approving a sale of any assets of any Loan Party pursuant to section 363 of the Bankruptcy Code or approving bidding procedures therefor other than in each case as required in the DIP Orders, or other orders of the Court to which the Required Lenders have consented;

(viii) the Loan Parties consolidating or combining with any other Person except pursuant to a confirmed plan of reorganization with the prior written consent of the Required Lenders;

(ix) the reversal, vacatur, or modification (without the express prior written consent of the Required Lenders, in their sole discretion) of any DIP Order or any provision thereof, or reversal, vacatur, or modification (without the express prior written consent of the Pre-Petition Agents and the Pre-Petition Lenders in their sole discretion) of any provision of any DIP Order directly and adversely affecting the rights of the Pre-Petition Secured Parties;

(x) the challenge by the Loan Parties (or the support by the Loan Parties of the challenge by any other Person) to any Agent's, any Secured Party's, any Pre-Petition Agent's, or any Pre-Petition Secured Party's claim or the validity, extent, perfection, priority or characterization of any obligations incurred or liens granted under or in connection with the Pre-Petition Credit Agreements;

(xi) the challenge by the Loan Parties (or the support by the Loan Parties of the challenge by any other Person) to (a) disallow in whole or in part the claim of the Pre-Petition Agents or the Pre-Petition Secured Parties under the Pre-Petition Credit Agreements or the claim of the Agents or any Secured Party in respect of Obligations or to challenge the validity, perfection and enforceability of any of the liens in favor of any of them, or (b) equitably subordinate or re-characterize in whole or in part the claim of the Agents or any Secured Party in respect of the Obligations or the Pre-Petition Agents or any Pre-Petition Secured Parties in respect

of the Pre-Petition Indebtedness, or in each case the entry of an order by the Bankruptcy Court granting the relief described above;

(xii) the entry of any adverse Final Order in any lawsuit, adversary proceeding or on account of any claim or counterclaim related to the Loan Parties or Collateral or pre-petition collateral against the Agents, any Secured Party, any Pre-Petition Agents, or any Pre-Petition Secured Party by the Loan Parties;

(xiii) the application by the Loan Parties for authority to make any Pre-Petition Payment not contemplated by the Approved Budget without the Required Lenders prior written consent;

(xiv) the entry of a Final Order in the Chapter 11 Cases avoiding or requiring disgorgement of any portion of the Pre-Petition Obligations;

(xv) the use, remittance or the application of Collateral or proceeds of Collateral in contravention of the terms of the Loan Documents or the DIP Orders;

(xvi) the entry of a Final Order in the Chapter 11 Cases authorizing procedures for interim compensation of professionals that is not in form and substance customary for the District of Delaware or otherwise not in form and substance acceptable to the Required Lenders;

(xvii) without the prior written consent of the Required Lenders, the Loan Parties incurring, creating, assuming, suffering to exist or permitting any superpriority claim in the Chapter 11 Cases that is pari passu with or senior to the claims of the Secured Parties and Agents, other than the Carve-Out;

(xviii) the Bankruptcy Court entering a Final Order (a) resulting in the marshaling of any Collateral, or (b) precluding the attachment of liens to Post-Petition property based on the "equities of the case" under Section 552(b) of the Bankruptcy Code;

(xix) the Loan Parties requesting or seeking authority for or entry of an order that approves or provides authority to take any other action or actions adverse to any Agent or any Secured Party or its rights and remedies under the Loan Documents or its interest in the Collateral;

(xx) the termination or modification of each Borrower's exclusivity as to the proposal of any plan or reorganization or liquidation; or

(xxi) the change of venue of any of the Chapter 11 Cases from the Bankruptcy Court to any other court without the prior written consent of the Required Lenders;

then, and in every such event, and at any time thereafter during the continuance of such event, the Required Lenders may, upon written notice thereof by the Required Lenders (which such notice shall be made to the Loan Parties, the official committee(s) of creditors of the Loan Parties and the

United States Trustee for the District of Delaware and shall be referred to herein as a "Termination Declaration" and the date which is the earliest to occur of any such Termination Declaration (excluding any notice period) being herein referred to as the "Termination Declaration Date"), the Agents (as applicable) may, and shall at the request of the Required Lenders, in each case provided such Event(s) of Default are not cured by the Loan Parties pursuant to the terms of this Agreement, (i) declare a termination, reduction or restriction on the ability of the Loan Parties to use any Cash Collateral, (ii) terminate the DIP Revolving Loan Commitments and/or (iii) declare the DIP Revolving Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the DIP Revolving Loans so declared to be due and payable, together with accrued interest thereon, and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and the continuance of an Event of Default and subject to the terms of the Interim Order or Final DIP Order, as applicable, the Collateral Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Collateral Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC; provided, however, the Collateral Agent shall not credit bid any portion of the Obligations without the consent of the Required Lenders.

In addition, five Business Days following the Termination Declaration Date (such five Business Day period, the "Remedies Notice Period"), absent the Loan Parties curing all such existing Events of Default during such Remedies Notice Period, the Collateral Agent shall have automatic relief from the automatic stay and may foreclose on all or any portion of the Collateral, collect accounts receivable and apply the proceeds thereof to the Obligations, occupy the Loan Parties' premises to sell or otherwise dispose of the Collateral or otherwise exercise remedies against the Collateral permitted by applicable nonbankruptcy law. During the Remedies Notice Period, the Loan Parties and any statutory committee shall be entitled to an emergency hearing before the Bankruptcy Court for the sole purpose of contesting whether an Event of Default has occurred. Unless during such period the Bankruptcy Court determines that an Event of Default has not occurred and/or is not continuing, the automatic stay, as to the Lenders and the Agents, shall automatically terminate at the end of the Remedies Notice Period, without further notice or order. During the Remedies Notice Period, the Loan Parties may not use the proceeds of DIP Revolving Loans hereunder, Cash Collateral, or other Collateral proceeds except to the limited extent permitted by the DIP Orders.

ARTICLE VIII

The Disbursing Agent and the Collateral Agent

SECTION 8.01 Appointment.

(a) Each Lender hereby irrevocably designates and appoints each of the Disbursing Agent and the Collateral Agent as an agent of such Lender under this Agreement and the other Loan Documents, and the Disbursing Agent and the Collateral Agent hereby accept such appointment on the Closing Date subject to the terms hereof. Each Lender irrevocably authorizes the Agents, in such capacity, through its agents or employees, to take such actions on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers

and perform such duties as are delegated to such Agent by the terms of this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. Concurrently herewith, each Lender directs each Agent and each Agent is authorized to enter into the Loan Documents and any other related agreements in the forms presented to such Agent. The provisions of this Article VIII are solely for the benefit of the Agents and the Lenders, and no Loan Party shall have rights as a third party beneficiary of any such provisions (other than with respect to the Borrowers' consent rights under Section 8.06).

(b) Each Lender agrees that in any instance in which this Agreement provides that an Agent's consent may not be unreasonably withheld, provide for the exercise of such Agent's reasonable discretion, or provide to a similar effect, it shall not in its instructions (or, by refusing to provide instruction) to such Agent withhold its consent or exercise its discretion in an unreasonable manner. It is expressly agreed and acknowledged that no Agent is guaranteeing performance of or assuming any liability for the obligations of the other parties hereto or any parties to the Collateral. No Agent shall have liability for any failure, inability or unwillingness on the part of any Loan Party to provide accurate and complete information on a timely basis to such Agent, or otherwise on the part of any such party to comply with the terms of this Agreement, and shall have no liability for any inaccuracy or error in the performance or observance on any Agent's part of any of its duties hereunder that is caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof.

(c) For purposes of clarity, phrases such as "satisfactory to the Disbursing Agent or Collateral Agent," "approved by the Disbursing Agent or Collateral Agent," "acceptable to the Disbursing Agent or Collateral Agent," "as determined by the Disbursing Agent or Collateral Agent," "in the Disbursing Agent's or Collateral Agent's discretion," "selected by the Disbursing Agent or Collateral Agent," "elected by the Disbursing Agent or Collateral Agent," "requested by the Disbursing Agent or Collateral Agent," and phrases of similar import that authorize and permit the Disbursing Agent or the Collateral Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to the Disbursing Agent or the Collateral Agent (as the case may be) receiving written direction from the Lenders or Required Lenders, as applicable, to take such action or to exercise such rights. Nothing contained in this Agreement shall require the Disbursing Agent or the Collateral Agent to exercise any discretionary acts.

SECTION 8.02 Agent in Its Individual Capacity. Each person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such person and its Affiliates may accept deposits from, lend money to, act as financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Loan Party or Affiliate thereof as if it were not an Agent hereunder and without duty to account therefor to the Lenders.

SECTION 8.03 Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth in the Loan Documents to which it is a party, and no implied covenants, duties, obligations or liabilities shall be read into this Agreement or any other Loan Documents on the part of any Agent. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default

has occurred and is continuing and (b) except as expressly set forth in the Loan Documents, no Agent shall have any duty to disclose or shall 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 such Agent or any of its Affiliates in any capacity. As to any matters not expressly provided for by this Agreement (including collection of any promissory notes) or any matter that would require any Agent to exercise any discretion hereunder or under any Loan Document, such Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding; provided, however, that such Agent shall not be required to take any action unless it is furnished with an indemnification satisfactory to such Agent with respect thereto and such Agent shall not be required to take any action which exposes such Agent to liability or which is contrary to this Agreement or the other Loan Documents or applicable law. Each Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents such Agent is permitted or required to take or to grant. If an Agent shall request any such instructions, such Agent shall be entitled to refrain from such act or taking such action unless and until such Agent shall have received instructions from the Required Lenders, and such Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, the Lenders shall not have any right of action whatsoever against either Agent as a result of its acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as any Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.02). Neither Agent shall have any liability for any failure, inability or unwillingness on the part of the Lenders or any Loan Party to provide accurate and complete information on a timely basis to each Agent, or otherwise on the part of any such party to comply with the terms of this Agreement, and shall have no liability for any inaccuracy or error in the performance or observance on either Agent's part of any of its duties hereunder that is caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof. No Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is received by such Agent from the Borrowers or a Lender pursuant to Section 9.01 below, and no Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement with reference to the Disbursing Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties. Each party to this Agreement acknowledges and agrees that the Collateral Agent may from time to time use one or

more outside service providers for the tracking of all UCC financing statements (and/or other collateral related filings and registrations from time to time) required to be filed or recorded pursuant to the Loan Documents and the notification to the Collateral Agent, of, among other things, the upcoming lapse or expiration thereof, and that each of such service providers will be deemed to be acting at the request and on behalf of the Borrowers. No Agent shall be liable for any action taken or not taken by any such service provider. No Agent shall be liable for any action taken in good faith and reasonably believed by it to be within the powers conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed, or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action (including without limitation for refusing to exercise discretion or for withholding its consent in the absence of its receipt of, or resulting from a failure, delay or refusal on the part of any Lender to provide, written instruction to exercise such discretion or grant such consent from any such Lender, as applicable). No Agent shall be liable for any error of judgment made in good faith unless it shall be proven that such Agent was grossly negligent in ascertaining the relevant facts. Nothing herein or in any other Loan Document or related documents shall obligate any Agent to advance, expend or risk its own funds, or to take any action which in its reasonable judgment may cause it to incur any expense or financial or other liability for which it is not indemnified to its satisfaction. No Agent shall be liable for any indirect, special, punitive or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action. Any permissive grant of power to an Agent hereunder shall not be construed to be a duty to act. Before acting hereunder, each Agent shall be entitled to request, receive and rely upon such certificates and opinions as it may reasonably determine appropriate with respect to the satisfaction of any specified circumstances or conditions precedent to such action. No Agent shall be responsible or liable for: (i) delays or failures in performance resulting from acts beyond its control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters, the unavailability of communications or computer facilities, the failure of equipment or interruption of communications or computer facilities, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, (ii) any delay, error omission or default of any mail, telegraph, cable or wireless agency or operator, or (iii) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers. No Agent shall be liable for interest on any money received by it. For the avoidance of doubt, each Agent's rights, protections, indemnities and immunities provided herein shall apply to each Agent for any actions taken or omitted to be taken under any Loan Documents and any other related agreements in any of their capacities. Neither the Disbursing Agent nor the Collateral Agent shall 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 the LIBO Rate (or any Benchmark Replacement) and absence of any Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Required Lenders and the Borrowers, 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. Neither the Disbursing Agent nor the Collateral Agent shall have any liability for any interest rate published by any publication that is the source for determining the interest rates of the DIP Revolving Loans, including but not limited to the Reuters Screen (or any successor source), or for any rates compiled by the ICE Benchmark

Administration or any successor thereto, or for any rates published on any publicly available source, including without limitation the Federal Reserve Bank of New York's Website, or in any of the foregoing cases for any delay, error or inaccuracy in the publication of any such rates, or for any subsequent correction or adjustment thereto.

SECTION 8.04 Reliance by Agent. Each 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 a proper person. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless each Agent shall have received written notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants, experts and other advisors selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants, experts or advisors. Neither Agent nor any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or any of the other Loan Documents, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, each Agent: (i) makes no warranty or representation to any Lender or any other Person and shall not be responsible to any Lender or any Person for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or the other Loan Documents; (ii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement, the other Loan Documents or any related documents on the part of the Borrowers or any other Person or to inspect the property (including the books and records) of the Borrowers; (iii) shall not be responsible to any Lender or any other Person for the due execution, legality, validity, enforceability, genuineness, sufficiency, ownership, transferability or value of any Collateral, this Agreement, the other Loan Documents, any related document or any other instrument or document furnished pursuant hereto or thereto; and (iv) shall incur no liability under or in respect of this Agreement or any other Loan Document by relying on, acting upon (or by refraining from action in reliance on) any notice, consent, certificate, instruction or waiver, report, statement, opinion, direction or other instrument or writing (which may be delivered by telecopier, email, cable or telex, if acceptable to it) believed by it to be genuine and believe by it to be signed or sent by the proper party or parties. Each Agent shall not have any liability to the Borrowers or any Lender or any other Person for the Borrowers' or any Lender's, as the case may be, performance of, or failure to perform, any of their respective obligations and duties under this Agreement or any other Loan Document. The Collateral Agent shall be afforded all of the rights, powers, immunities and indemnities set forth in this Agreement in all of the Loan Documents to which it is a signatory as if such rights, powers, immunities and indemnities were specifically set out in each such Loan Document.

SECTION 8.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such Agent. Each 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 Affiliates. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Affiliates of each Agent and any such sub-agent, and shall apply, without limiting the foregoing, to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 8.06 Successor Agent. Each Agent may resign as such at any time upon at least 30 days' prior notice to the Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Agent from among the Lenders with the consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned and not required if a Default or Event of Default shall have occurred and be continuing). If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent, with the consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned and not required if a Default or Event of Default shall have occurred and be continuing), which successor shall be a commercial banking institution organized under the laws of the United States (or any State thereof) or a United States branch or agency of a commercial banking institution, in each case, having combined capital and surplus of at least $500,000,000; provided that if such retiring Agent is unable to find a commercial banking institution that is willing to accept such appointment and which meets the qualifications set forth above, the retiring Agent's resignation shall nevertheless thereupon become effective (except that in the case of any Collateral held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed), and the Lenders shall assume and perform all of the duties of such Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent.

Upon the acceptance of its appointment as an Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring (or retired) Agent shall be discharged from its duties and obligations under the Loan Documents. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Agent's resignation hereunder, the provisions of this Article VIII, Section 9.03, Section 9.09, Section 9.10, and Section 9.19 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent.

SECTION 8.07 Non-Reliance on Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their respective Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their respective Affiliates 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 related

agreement or any document furnished hereunder or thereunder. No Agent shall be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any agreement, document, certificate or a statement delivered in connection with or for the execution, effectiveness, genuineness, validity, enforceability, collectability, sufficiency or value of this Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto, or of the financial condition of any Loan Party, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, the other Loan Documents or the financial condition of any Loan Party, or the existence of any Event of Default or any Default.

SECTION 8.08 Disbursing Agent May File Proof of Claims. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Disbursing Agent and/or the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Disbursing Agent shall have made any demand on the 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 DIP Revolving Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under the Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Disbursing Agent and, in the event that the Disbursing Agent shall consent to the making of such payments directly to the Lenders, to pay to the Disbursing Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due the Disbursing Agent under the Loan Documents.

SECTION 8.09 Regarding Collateral.

(a) Each Agent hereby disclaims any representation or warranty to the Lenders concerning and shall have no responsibility to Lenders for the existence, priority or perfection of the Liens and security interests granted hereunder or under any other Loan Document or in the value of any of the Collateral and shall not be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. Each Agent makes no representation as to the value, sufficiency or condition of the Collateral or any part thereof, as to the title of the Loan Parties to the Collateral, as to the security afforded by this Agreement or any other Loan Document. No Agent shall be responsible for insuring the Collateral or for the payment of taxes, charges, assessments or liens upon the Collateral. No Agent shall be responsible for the maintenance of the Collateral, except as expressly provided in the immediately following sentence when such Agent

has possession of the Collateral. No Agent shall have any duty to the Lenders as to any Collateral in its possession or in the possession of someone under its control or in the possession or control of any agent or nominee of such Agent or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, except the duty to accord such of the Collateral as may be in its possession substantially the same care as it accords similar assets held for the benefit of third parties and the duty to account for monies received by it. No Agent shall be under an obligation independently to request or examine insurance coverage with respect to any Collateral. No Agent shall be liable for the acts or omissions of any bank, depositary bank, custodian, independent counsel of the Borrowers or any other party selected by such Agent with reasonable care or selected by any other party hereto that may hold or possess Collateral or documents related to Collateral and such Agent shall not be required to monitor the performance of any such Persons holding Collateral. For the avoidance of doubt, no Agent shall be responsible to the Lenders for the perfection of any Lien or for the filing, form, content or renewal of any UCC financing statements, fixture filings, mortgages, deeds of trust and such other documents or instruments, provided however that if instructed by the Required Lenders and at the expense of the Borrowers, the Collateral Agent shall arrange for the filing and continuation, of financing statements or other filing or recording documents or instruments for the perfection of security interests in the Collateral; provided, that, the Collateral Agent shall not be responsible for the preparation, form, content, sufficiency or adequacy of any such financing statements all of which shall be provided in writing to the Collateral Agent by the Required Lenders including the jurisdictions and filing offices where the Collateral Agent is required to file such financing statements.

(b) In connection with the exercise of any rights or remedies in respect of, or foreclosure or realization upon, any real estate-related collateral pursuant to this Agreement or any other Loan Document, the Collateral Agent shall not be obligated to take title to or possession of real estate in its own name, or otherwise in a form or manner that may, in its reasonable judgment, expose it to liability. In the event that the Collateral Agent deems that it may be considered an "owner or operator" under any environmental laws or otherwise cause the Collateral Agent to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Collateral Agent reserves the right, instead of taking such action, either to resign as Collateral Agent subject to the terms and conditions of Section 8.06 or to arrange for the transfer of the title or control of the asset to a court appointed receiver. The Collateral Agent will not be liable to any Person for any environmental liability or any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Collateral Agent's actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment.

(c) In connection with any tax affidavit or similar instrument required to be filed or delivered by the Collateral Agent in connection with any mortgage, the Collateral Agent shall complete such tax affidavit or similar instrument pursuant to the information provided to it in a certificate executed by a Financial Officer of the Company. The Collateral Agent shall be entitled to conclusively rely on the information provided to it in such certificate and shall not be liable to the Borrowers, the Lenders or any other Person for its acting in reliance thereon.

ARTICLE IX

Miscellaneous

SECTION 9.01 Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to the Company at:

Comcar Industries, Inc.
5310 New Kings Road, Jacksonville,
Fl 32209, Duval County
Attention: Chief Financial Officer
Email: ecrossman@comcar.com; iberber@comcar.com

with a copy (which shall not constitute notice) to

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: Stuart Brown, Shmuel Klahr
Email: Stuart.Brown@us.dlapiper.com;
shmuel.klahr@us.dlapiper.com

(ii) if to the Disbursing Agent or the Collateral Agent, to U.S. Bank National Association at:

214 N. Tryon Street, 26th Floor
Charlotte, NC 28202
Attention: CDO Trust Services / James Hanley
Facsimile No: (704) 335-4670
Email: agency.services@usbank.com

(iii) if to any Lender, to it at its address or facsimile number set forth beneath its signature hereto or in the Assignment and Assumption pursuant to which it became a party hereto.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile shall be deemed to have been given when sent; provided 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.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Disbursing Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Disbursing Agent and the applicable Lender. The Disbursing Agent or the Company (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) 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 not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) 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 (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Disbursing Agent, the Collateral Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Disbursing Agent, the Collateral Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Disbursing Agent, the Collateral Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Subject to Section 9.20, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or, (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement shall (i) increase the DIP Revolving Loan Commitment of any Lender without the written consent of such Lender, (ii) reduce or forgive the principal amount of any Loan or reduce the rate of interest thereon, or reduce or forgive any interest, premium or fees payable hereunder, without the written consent of each Lender directly affected thereby, (iii) postpone any scheduled

date of payment of the principal amount of any Loan, or any date for the payment of any interest, premium, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any DIP Revolving Loan Commitment, without the written consent of each Lender directly affected thereby, (iv) change Section 2.14(b) or 2.14(c) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender, (v) change any of the provisions of this Section 9.02 or the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, or (vi) except as provided in clauses (c) and (d) of this Section 9.02, release Collateral with a book value in excess of $10,000,000 during any calendar year, without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Disbursing Agent or the Collateral Agent under this Agreement or the other Loan Documents without the prior written consent of the Disbursing Agent or the Collateral Agent, as the case may be. The Disbursing Agent may also amend the DIP Commitment Schedule to reflect assignments entered into pursuant to Section 9.04.

(c) The Lenders hereby irrevocably authorize the Collateral Agent to release any Liens granted to the Collateral Agent by the Loan Parties on any Collateral (i) upon the payment and satisfaction in full in cash of all Secured Obligations (other than Unliquidated Obligations), (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Collateral Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, or (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Disbursing Agent, the Collateral Agent and the Lenders pursuant to Article VII. In addition, in the event that all or any portion of any Real Property is determined by the Collateral Agent or the Required Lenders to be environmentally impaired or to be subject to any adverse environmental condition, then the Collateral Agent may (without obligation) or shall, if requested by the Required Lenders, elect to release or reconvey the applicable Real Property; provided that, such release by the Collateral Agent unilaterally or at the direction of the Required Lenders will under no circumstances result in a Default or Event of Default under any Loan Document. Except as provided in the two preceding sentences, the Collateral Agent will not release any Liens on Collateral without the prior written authorization of the Required Lenders. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. The Lenders hereby irrevocably authorize the Disbursing Agent to release any Borrower (other than the Company) from its obligations hereunder upon the dissolution, consolidation or merger of such Borrower in accordance with Section 6.03. In no event shall the Collateral Agent be obligated to execute or deliver any document evidencing any release or re-conveyance without receipt of a certificate executed by a duly authorized Financial Officer of the Loan Party or Loan Parties disposing of such property certifying that such release complies with this Agreement and the other Loan Documents, and that all conditions precedent to such release or re-conveyance have been complied with.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender affected thereby", the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrowers may elect to replace a Non-Consenting Lender as a Lender party to this Agreement within 120 days after the failure of such Non-Consenting Lender to provide its consent; provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrowers and the Disbursing Agent shall agree, as of such date, to purchase for cash the DIP Revolving Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrowers shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, including payments due to such Non-Consenting Lender under Sections 2.11 and 2.13, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.13 had the DIP Revolving Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers, jointly and severally, shall pay (i) all reasonable out-of-pocket expenses incurred by the Disbursing Agent, the Collateral Agent and the Lenders (including, without limitation, the reasonable fees and out-of-pocket expenses of outside counsel; all UCC lien search and filing fees; all corporate search fees; all search and filing fees for any federally or state registered intellectual property (ownership, lien or otherwise); costs incurred by such Persons in connection with travel expenses, background checks on members of management of the Loan Parties and their Subsidiaries, and appraisals; and, if applicable, real estate appraisal fees, survey fees, recording and title insurance costs, and any environmental report or analysis) in connection with the structuring, preparation, negotiation, execution, delivery and closing of the Loan Documents, any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated) and any costs incurred in connection with the Chapter 11 Cases and (ii) all out-of-pocket expenses incurred by the Disbursing Agent, the Collateral Agent or any Lender, including the fees, charges and disbursements of any counsel for the Disbursing Agent, the Collateral Agent or any Lender, in connection with the performance, enforcement, collection or protection of its rights or obligations in connection with the Loan Documents, including its rights under this Section 9.03, or in connection with the DIP Revolving Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such DIP Revolving Loans.

(b) The Borrowers, jointly and severally, shall indemnify the Disbursing Agent, the Collateral Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, taxes, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or

asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents, the Pre-Petition Loan Documents or any agreement or instrument contemplated thereby (including, without limitation, any tax affidavit required to be filed or delivered), the performance by the parties hereto of their respective obligations thereunder (including in connection with the Rolling Stock or the titling or registration thereof and any actions or omissions by the Collateral Agents) or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the 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 any Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to any Borrower or any of its Subsidiaries, 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; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) To the extent that the Borrowers fail to pay any amount required to be paid by it to the Disbursing Agent or the Collateral Agent under paragraph (a) or (b) of this Section 9.03, each Lender severally agrees to pay to the Disbursing Agent or the Collateral Agent, as the case may be, such Lender's Applicable Percentage (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, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Disbursing Agent or the Collateral Agent in its capacity as such; provided further, that no Lender shall be liable for the payment of any portion of such unpaid amount that is found by a final and nonappealable judgment of a court of competent jurisdiction to have directly resulted solely and directly from such Person's gross negligence or willful misconduct.

(d) To the extent permitted by applicable law, no Borrower shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions or any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section 9.03 shall be payable promptly after written demand therefor. The agreements in this Section 9.03 shall survive the payment of the DIP Revolving Loans and all other amounts payable hereunder and the resignation or removal of any Agent hereunder.

SECTION 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this

Section 9.04. 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 paragraph (c) of this Section 9.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Disbursing Agent, the Collateral Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its DIP Revolving Loan Commitment and the DIP Revolving Loans at the time owing to it) upon written notice to the Disbursing Agent and without the need for consent of the Company or any other Person.

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

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning such Lender's DIP Revolving Loan Commitment or DIP Revolving Loans, the amount of the DIP Revolving Loan Commitment or DIP Revolving Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Disbursing Agent) shall not be less than $1,000,000 unless the Company otherwise consents; provided that no such consent of the Company shall be required if an Event of Default has occurred and is continuing;

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

(C) except for assignments to an Affiliate of a Lender or an Approved Fund, the parties to each assignment shall execute and deliver to the Disbursing Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (treating multiple, simultaneous assignments by or to two or more Approved Funds as a single assignment); provided such assigning Lender shall continue to be liable as a "Lender" under the Loan Documents unless any such Affiliate or Approved Fund delivers to the Disbursing Agent a fully executed Assignment and Assumption and thereby becomes a "Lender"; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Disbursing Agent an administrative questionnaire in form satisfactory to the Disbursing Agent.

(iii) Subject to recording thereof pursuant to paragraph (b)(iv) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.11, 2.12, 2.13 and 9.03). Any assignment or transfer by a Lender of rights

or obligations under this Agreement that does not comply with this Section 9.04 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 paragraph (c) of this Section 9.04.

(iv) The Disbursing Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the DIP Revolving Loan Commitment of, and principal amount of the DIP Revolving Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Disbursing Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed administrative questionnaire, if required (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.04 and any written consent to such assignment required by paragraph (b) of this Section 9.04, the Disbursing Agent shall record the information contained in the Assignment and Assumption in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to 2.14(d) or 9.03(c), the Disbursing Agent shall have no obligation to record the information in such Assignment and Assumption in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. Subject to Section 9.04(b), no assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrowers or the Disbursing Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its DIP Revolving Loan Commitment and the DIP Revolving Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (c)(ii) of this Section 9.04, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.11, 2.12 and 2.13 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.14(d) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.11 or 2.12 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Company's prior written consent 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. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.13 unless the Borrowers are notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.13(e) as though it were a Lender (it being understood that the documentation required under Section 2.13(e) shall be delivered to the participating Lender).

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "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 and Section 1.163-5(b) of the proposed United States 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.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any DIP Revolving Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Disbursing Agent, the Collateral Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the DIP Revolving Loan Commitments have not expired or terminated. The provisions of Sections 2.11, 2.12, 2.13 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the DIP Revolving Loans, expiration or termination of the DIP Revolving Loan Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Agents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Disbursing Agent and when the Disbursing Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrowers and the Disbursing Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section 9.08. The rights of each Lender under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the state of New York.

(b) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any United States of America Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such

action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that either Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 9.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and be required to keep such Information confidential as required by this Section), (b) to the extent requested by any regulatory authority, (c) to the extent required by Requirement of Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an

agreement containing provisions substantially the same as those of this Section 9.12, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.12 or (ii) becomes available to such Agent or any Lender on a nonconfidential basis from a source other than a Loan Party. For the purposes of this Section 9.12, "Information" means all information received from a Loan Party relating to any Loan Party or its business, other than any such information that is available to either Agent or any Lender on a nonconfidential basis prior to disclosure by such Loan Party; provided that, in the case of information received from a Loan Party after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 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.

SECTION 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrowers in violation of any Requirement of Law.

SECTION 9.14 USA Patriot Act. Each of the Agents and the Lenders hereby notifies the Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the names and addresses of the Loan Parties and other information that will allow each Agent and Lender to identify the Loan Parties in accordance with the Patriot Act.

SECTION 9.15 Disclosure. Each Borrower and each Lender hereby acknowledges and agrees that the Agents and/or their Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.16 Appointment for Perfection. Each Lender hereby irrevocably appoints each other Lender as its agent and bailee for the purpose of perfecting Liens (whether pursuant to Section 8-301(a)(2) of the UCC or otherwise), for the benefit of the Agents and the Lenders, in assets which, in accordance with the UCC or any other applicable law, a security interest can be perfected by possession or control. Should any Lender (other than the Collateral Agent) obtain possession or control of any such Collateral, such Lender shall notify the Collateral Agent thereof, and, promptly following the Collateral Agent's request therefor, shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

SECTION 9.17 Concerning Joint and Several Liability of the Borrowers.

(a) Each of the Borrowers is accepting joint and several liability hereunder in consideration of the financial accommodation to be provided by the Lenders under this Agreement, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of each of the Borrowers to accept joint and several liability for the obligations of each of them.

(b) Each of the Borrowers jointly and severally hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers with respect to the payment and performance of all of the Secured Obligations, it being the intention of the parties hereto that all the Secured Obligations shall be the joint and several obligations of each of the Borrowers without preferences or distinction among them.

(c) If and to the extent that any of the Borrowers shall fail to make any payment with respect to any of the Secured Obligations as and when due or to perform any of the Secured Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Secured Obligation.

(d) The obligations of each Borrower under the provisions of this Section 9.17 constitute full recourse obligations of such Borrower, enforceable against it to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement or any other circumstances whatsoever.

(e) Except as otherwise expressly provided herein, each Borrower hereby waives notice of acceptance of its joint and several liability, notice of any Loan made under this Agreement, notice of occurrence of any Event of Default, or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by any Beneficiary under or in respect of any of the Secured Obligations, any requirement of diligence and, generally, all demands, notices and other formalities of every kind in connection with this Agreement. Each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Secured Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by any Beneficiary at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by any Beneficiary in respect of any of the Secured Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Secured Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any Beneficiary, including any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with the applicable laws or regulations thereunder which might, but for the provisions of this Section 9.17, afford grounds for terminating, discharging or relieving such Borrower, in whole or in part, from any of its obligations under this Section 9.17, it being the intention of each Borrower that, so long as any of the Secured Obligations remain unsatisfied, the obligations of such Borrower under this Section 9.17 shall not be discharged except by performance and then only to the extent of such performance. The Secured Obligations of each Borrower under this Section 9.17 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with

respect to any Borrower or any Beneficiary. The joint and several liability of the Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Borrower or any Beneficiary; provided, however that this sentence shall not apply to any Borrower which is released in accordance with the terms hereof with respect to any obligations arising after the dissolution, consolidation or merger of such Borrower or after the sale of all of the Equity Interests of such Borrower.

(f) The provisions of this Section 9.17 are made for the benefit of the Beneficiaries and their respective successors and assigns, and may be enforced by any such Person from time to time against any of the Borrowers as often as occasion therefor may arise and without requirement on the part of any Beneficiary first to marshal any of its claims or to exercise any of its rights against any of the other Borrowers or to exhaust any remedies available to it against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Secured Obligations or to elect any other remedy. The provisions of this Section 9.17 shall remain in effect until all the Secured Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Secured Obligations, is rescinded or must otherwise be restored or returned by any Beneficiary upon the insolvency, bankruptcy or reorganization of any of the Borrowers, or otherwise, the provisions of this Section 9.17 will forthwith be reinstated in effect, as though such payment had not been made.

(g) If, as of any date, the aggregate amount of payments made by a Borrower on account of the Secured Obligations and proceeds of such Borrower's Collateral that are applied to the Secured Obligations exceeds the aggregate amount of Loan proceeds actually used by such Borrower in its business (such excess amount being referred to as an "Accommodation Payment"), then each of the other Borrowers (each such Borrower being referred to as a "Contributing Borrower") shall be obligated to make contribution to such Borrower (the "Paying Borrower") in an amount equal to (i) the product derived by multiplying the sum of each Accommodation Payment of each Borrower by the Allocable Percentage (as defined below) of the Borrowers from whom contribution is sought less (ii) the amount, if any, of the then outstanding Accommodation Payment of such Contributing Borrower (such last mentioned amount which is to be subtracted from the aforesaid product to be increased by any amounts theretofore paid by such Contributing Borrower by way of contribution hereunder, and to be decreased by any amounts theretofore received by such Contributing Borrower by way of contribution hereunder); provided, however, that a Paying Borrower's recovery of contribution hereunder from the other Borrowers shall be limited to that amount paid by the Paying Borrower in excess of its Allocable Percentage of all Accommodation Payments then outstanding of all Borrowers. As used herein, the term "Allocable Percentage" shall mean, on any date of determination thereof, a fraction the denominator of which shall be equal to the number of Borrowers who are parties to this Agreement on such date and the numerator of which shall be 1; provided, however, that such percentages shall be modified in the event that contribution from a Borrower is not possible by reason of insolvency, bankruptcy or otherwise by reducing such Borrower's Allocable Percentage equitably and by adjusting the Allocable Percentage of the other Borrowers proportionately so that the Allocable Percentages of all Borrowers at all times equals 100%.

(h) Each Borrower hereby subordinates any claims, including any right of payment, subrogation, contribution (including rights of contribution pursuant to Section 9.17(g))

and indemnity, that it may have from or against any other Borrower, and any successor or assign of any other Borrower, including any trustee, receiver or debtor-in-possession, howsoever arising, due or owing or whether heretofore, now or hereafter existing, to the payment in full of all of the Secured Obligations; provided, unless an Event of Default shall then exist, the foregoing shall not prevent or prohibit the repayment of intercompany accounts and loans among the Borrowers in the ordinary course of business.

SECTION 9.18 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.18 shall be cumulated and the interest and Charges payable to such Lender in respect of other DIP Revolving Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.19 Absence of Fiduciary Duties. Each of the Borrowers agrees that in connection with all aspects of the transactions contemplated hereby or by the other Loan Documents and any communications in connection therewith, the Loan Parties and their respective Affiliates, on the one hand, and each Lender and the Agents, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of any Lender or any Agent or any of their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

SECTION 9.20 Effect of Benchmark Transition Event.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (except as specified in subsection (e) below), upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Required Lenders and the Borrowers may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement, provided that any such Benchmark Replacement shall be administratively feasible for the Disbursing Agent, and provided further the Disbursing Agent shall not be bound to follow or agree to any amendment or supplement to this Agreement (including, without limitation, any Benchmark Replacement Conforming Changes) that would increase or materially change or affect the duties, obligations or liabilities of the Disbursing Agent (including without limitation the imposition or expansion of discretionary authority), or reduce, eliminate, limit or otherwise change any right, privilege or protection of the Disbursing Agent, or would otherwise materially and adversely affect the Disbursing Agent, in each case in its reasonable judgment, without such party's express written consent. Any such amendment with respect to a Benchmark Transition Event or an Early Opt-in Election will become effective on the date of delivery of such amendment to the Disbursing Agent. No replacement of the LIBO Rate with a Benchmark Replacement

pursuant to this Section titled "Effect of Benchmark Transition Event" will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Required Lenders will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement but shall be subject to subsection (e) below, provided that the Disbursing Agent shall not be bound to follow or agree to any amendment or supplement to this Agreement (including, without limitation, any Benchmark Replacement Conforming Changes) that would increase or materially change or affect the duties, obligations or liabilities of the Disbursing Agent (including without limitation the imposition or expansion of discretionary authority), or reduce, eliminate, limit or otherwise change any right, privilege or protection of the Disbursing Agent, or would otherwise materially and adversely affect the Disbursing Agent, in each case in its reasonable judgment, without such party's express written consent.

(c) Notices; Standards for Decisions and Determinations. The Required Lenders will promptly notify the Borrowers, the Disbursing Agent and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lenders pursuant to this Section titled "Effect of Benchmark Transition Event," including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section titled "Effect of Benchmark Transition Event" but shall be subject to subsection (e) below. In the event that the LIBO Rate or any Benchmark Replacement is not available on any determination date, then unless the Disbursing Agent is notified of a replacement benchmark in accordance with the provisions of this Agreement within two Business Days, the Disbursing Agent shall use the interest rate in effect for the immediately prior interest period.

(d) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice from the Required Lenders of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period, the component of Alternate Base Rate based upon the LIBO Rate will not be used in any determination of Alternate Base Rate.

SECTION 9.21 Electronic Communications and Signatures.

(a) The Agents are authorized and permitted to accept directions, certificates, requisitions, statements, notices, approvals, consents, requests, instructions, and any other communications (collectively, "Communications") including but not limited to investment, account transfer, and payment instructions, via e-mail from an authorized corporate e-mail address as listed on an incumbency certificate provided by the applicable party to the Agents. Any Borrower, any Loan Party or any Lender may deliver any Communications, including but not limited to investment, account transfer, and payment instructions, to the Agents via e-mail, provided that such comes from one of the Persons authorized on the incumbency certificate delivered pursuant to this section and from the respective authorized e-mail address. Any Communication via e-mail from the Persons authorized on such incumbency certificate shall be considered signed by the Person or Persons designated by the applicable party. The Agents are authorized and permitted to accept Communications, including but not limited to investment, account transfer, and payment instructions, provided via electronic signature. Any Borrower, any Loan Party or any Lender may authorize or sign any Communications, including but not limited to investment, account transfer, and payment instructions, for the Agents using electronic signatures. Any electronic signature document delivered via email from a Person authorized on the incumbency certificate delivered pursuant to this section shall be considered signed or executed by such Person on behalf of the applicable party.

(b) Each of the transaction parties agrees on behalf of itself, and any Person acting or claiming by, under or through such transaction party, that any written instrument delivered in connection with this Agreement or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application). Any electronic signature document delivered via email from a Person authorized on an incumbency certificate provided by any party to the Agents shall be considered signed or executed by such Person on behalf of such party. Each of the Borrowers, the Loan Parties and the Lenders agrees to assume all risks arising out of the use of electronic methods for all purposes including the authorization, execution, delivery, or submission of documents, instruments, notices, directions, instructions, reports, opinions and certificates to the Agents, including without limitation the risk of the Agents acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 9.22 Parties Including Trustees; Bankruptcy Court Proceedings. This Agreement, the other Loan Documents, and all Liens and other rights and privileges created hereby or pursuant hereto or to any other Loan Document shall be binding upon the Loan Parties, the estate of each Loan Party, and any trustee, other estate representative or any successor in interest of each Loan Party in the Chapter 11 Cases or any subsequent case commenced under Chapter 7 of the Bankruptcy Code. This Agreement and the other Loan Documents shall be binding upon, and inure to the benefit of, the successors of the Agents and the Secured Parties and their respective assigns, transferees and endorsees. The Liens created by this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive consolidation or conversion of the Chapter 11 Cases or any other bankruptcy case of the Loan Parties to a case under Chapter 7 of the Bankruptcy Code or in the event of dismissal of the Chapter 11 Cases or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that the Collateral Agent file financing statements or otherwise perfect its Liens under applicable law. The terms and provisions of this Agreement are

for the purpose of defining the relative rights and obligations of the Loan Parties, the Agents and Secured Parties with respect to the transactions contemplated hereby and no Person shall be a third party beneficiary of any of the terms and provisions of this Agreement or any of the other Loan Documents.

SECTION 9.23 Inconsistency. In the event of any inconsistency between the terms and conditions of this Agreement and of the DIP Orders, the provisions of the DIP Orders shall govern and control such inconsistency.

SECTION 9.24 Lender Consent to Credit Bid. Each Lender or the Collateral Agent may credit bid all or any portion of the Obligations in connection with any proposed sale of all or any portion of the assets of any or all of the Loan Parties (a "Credit Bid Transaction"). In connection with any Credit Bid Transaction, each Lender consents to the assignment and delegation to a Qualified Purchaser of such rights and obligations under this Agreement and the other Loan Documents, in each case as the Required Lenders determine in order to consummate such Credit Bid Transaction (and each such Lender shall execute and deliver such documents as the Agents or the Required Lenders reasonably request to evidence such assignment and delegation). In connection with any Credit Bid Transaction the Obligations, the Obligations owed to the Lenders and the other Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis at such sale or other disposition of the Collateral and the Lenders and the other Secured Parties 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 asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase). The Collateral Agent (at the direction of the Required Lenders) shall have the absolute right to assign, transfer, sell or otherwise dispose of its rights to credit bid.

[remainder of page intentionally left blank]

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

COMPANY:

COMCAR INDUSTRIES, INC.

By: _____
Name:
Title:

SUBSIDIARY BORROWERS:

COASTAL TRANSPORT, INC.
COMMERCIAL CARRIER CORPORATION
COMMERCIAL TRUCK & TRAILER SALES, INC.
CTL DISTRIBUTION, INC.
DRIVER SERVICES, INC.
MIDWEST COAST TRANSPORT, INC.
COMCAR PROPERTIES, INC.
DETSCO TERMINALS, INC.

By: _____
Name:
Title:

[Signatures Continued On Following Pages]

SUBSIDIARY BORROWERS (continued):

COMCAR LOGISTICS, LLC
COASTAL TRANSPORT LOGISTICS, LLC
COMMERCIAL CARRIER LOGISTICS, LLC
CTL DISTRIBUTION LOGISTICS, LLC
CTTS LEASING, LLC
MIDWEST COAST LOGISTICS, LLC
WILLIS SHAW LOGISTICS, LLC
CCC TRANSPORTATION, LLC
CCC SPOTTING, LLC
CT TRANSPORTATION, LLC
CTL TRANSPORTATION, LLC
MCT TRANSPORTATION, LLC
WSE TRANSPORTATION, LLC
9TH PLACE NEWBERRY, LLC
16TH STREET POMPANO BEACH, LLC
CHARLOTTE AVENUE AUBURNDALE, LLC
CORTEZ BOULEVARD BROOKSVILLE, LLC
EAST BROADWAY TAMPA, LLC
EAST COLUMBUS DRIVE TAMPA, LLC
FLEET MAINTENANCE SERVICES, LLC
NEW KINGS ROAD JACKSONVILLE, LLC
OLD WINTER HAVEN ROAD AUBURNDALE, LLC
W. AIRPORT BLVD. SANFORD, LLC

By: _____
Name:
Title:

[Signatures Continued On Following Pages]

DISBURSING AGENT AND COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION, solely in its capacities as Disbursing Agent and Collateral Agent and not in its individual capacity

By: _____

Name:
Title:

LENDER:

B2 FIE VIII LLC

By: _____
Name:
Title:

Address for Notices:
c/o Pacific Investment Management Company
650 Newport Center Drive
Newport Beach, CA 92660
Attention: Adam Gubner
Telephone: (949) 720-6813
Facsimile: (949) 720-1376
Email: adam.gubner@pimco.com
And attention: Christopher Neumeyer
Telephone: (949) 720-6809
Facsimile: (949) 720-1376
Email: chris.neumeyer@pimco.com
Attention: General Counsel
Telephone: (949) 720-6000
Facsimile: (949) 720-6079
Email: thevault@pimco.com;
Nick.Mosich@pimco.com

with a copy to:

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560
Attention: Jason R. Bosworth
Telephone: (213) 891-8291
Facsimile: (213) 891-8763
Email: jason.bosworth@lw.com

DIP Commitment Schedule

Lenders	**DIP Revolving Loan Commitment**
B2 FIE VIII LLC	$13,666,386.40
Total	$13,666,386.40